

Meeting Date: 2/10/15 Agenda Item 1

REQUESTED COMMISSION ACTION:

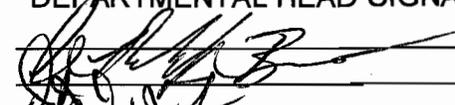
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Request ratification from City Commission for emergency repair of a broken waste water collection system located at 930 N.E. 27th Avenue, Pompano Beach, Florida.
The total cost of all expenditures related to the emergency repair was \$29,550.00

Summary of Purpose and Why:

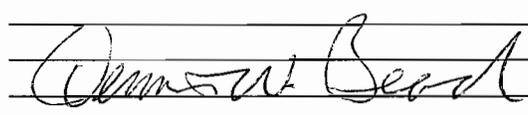
In accordance with the City Charter / Code of Ordinance, Section 32.46 "Emergency Procurement," the City Manager authorized issuing an emergency Purchase Order to repair a broken waste water collection system located at 930 N.E. 27th Avenue. The Utilities Director has documented the emergency situation in his email. The repair work was performed by Molloy Bros. Inc., based on three (3) quotes that were obtained by the Utilities Department. Purchase Order #151405 was issued to Molloy Bros., which included all labor, materials, and equipment needed to complete the emergency repairs at the location listed above. City Commission after-the-fact approval is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: A. Randolph Brown 954 786-7044
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: \$29,550.00 from account 420-7248-535.65-12 / Public Works / Construction Services / Sewer and Storm Drain Construction

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>1/28/15</u>	<u>Approve</u>	
General Services	<u>1/26/15</u>	<u>Approve</u>	
Finance	<u>1/29/15</u>	<u>Approval</u>	<u>L. Libble</u>



City Manager



ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #15-038

January 23, 2015

To: Dennis W. Beach, City Manager

From: Otis J. Thomas, General Services Director 

Subject: Report, Emergency Repair, Waste Water Collection System

Background

In accordance with the City Charter / Code of Ordinance, Section 32.46 "Emergency Procurement," the City Manager authorized issuing an emergency Purchase Order to repair a broken waste water collection system located at 930 N.E. 27th Avenue. The Utilities Director has documented the emergency situation in their email. The repair work was performed by Molloy Bros. Inc., based on the three (3) quotes that were obtained by the Utilities Department. Purchase Order #151405 was issued to Molloy Bros., which included all labor, materials, and equipment needed to complete the emergency repairs at the location listed above.

Funding

The total cost of all expenditures related to the emergency repair was \$29,550.00 from account #420-7248-535.65-12 / Public Works / Construction Services / Sewer and Storm Drain Construction. As required by the Emergency Procurement procedures, the City Commission is requested to ratify the actions taken by City staff.

enclosures

cc: file

Otis Thomas

From: Randolph Brown
Sent: Wednesday, December 10, 2014 1:21 PM
To: Otis Thomas
Cc: Steve Almyda; William Herrmann; Dennis Beach; Greg Harrison
Subject: 930 NE 27th Avenue
Attachments: 930 NE 27th Ave Repair Quotes 12102014.pdf

Good Afternoon Otis,

We have a situation that requires immediate repair in our wastewater collection system. A lateral service that serves the home at this address is sheared off at the main. This is causing service failure to the customer, sewage leaking and public safety due to sink hole development. Since this main is deeper than what our crews work, Steve has obtained three bids with Malloy Brothers being the least expensive. Please see attached quotes. Let Steve know as soon as possible so that we can get the parts and contractor scheduled.

Thank you,
Randy

A. Randolph Brown
Utilities Director
City of Pompano Beach
1205 NE 5th Avenue
Pompano Beach, FL 33060

954-545-7044
954-545-7046 fax



<http://www.icanwater.com/>

<http://www.floridarecycleswater.com/>

Otis Thomas

From: Dennis Beach
Sent: Thursday, December 11, 2014 9:05 AM
To: Otis Thomas
Cc: Steve Almyda; Randolph Brown; William Herrmann; Greg Harrison
Subject: RE: 930 NE 27th Avenue

Approved.....

From: Otis Thomas
Sent: Wednesday, December 10, 2014 1:32 PM
To: Dennis Beach
Cc: Steve Almyda; Randolph Brown; William Herrmann; Greg Harrison
Subject: RE: 930 NE 27th Avenue

Good afternoon Mr. Beach,

I approve this emergency procurement; however, policy states that the City Manager's concurrence is also required.

Regards,

Otis J. Thomas
General Services Director
City of Pompano Beach, Fla.
954-786-4098 - Phone
954-786-4168 - Fax
otis.thomas@copbfl.com



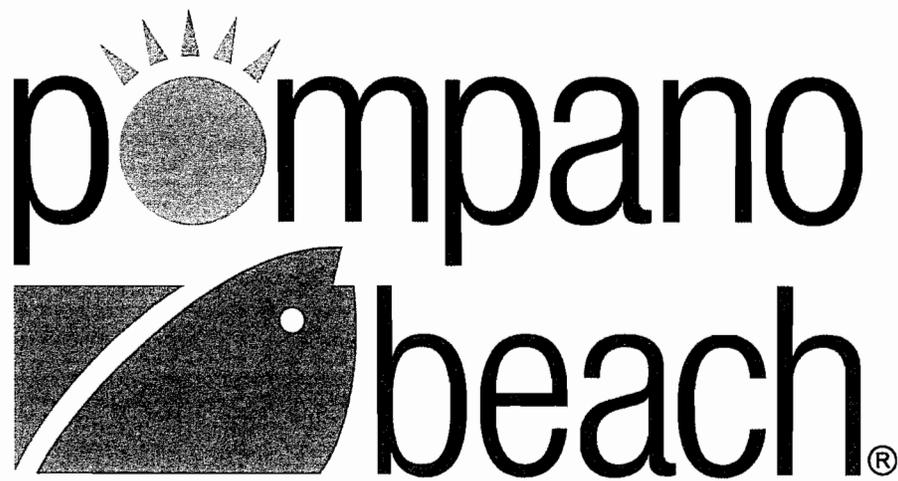
From: Randolph Brown
Sent: Wednesday, December 10, 2014 1:21 PM
To: Otis Thomas
Cc: Steve Almyda; William Herrmann; Dennis Beach; Greg Harrison
Subject: 930 NE 27th Avenue

Good Afternoon Otis,

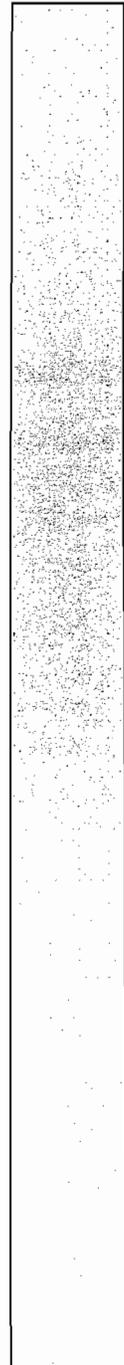
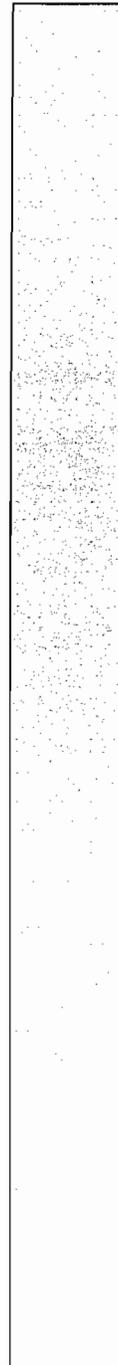
We have a situation that requires immediate repair in our wastewater collection system. A lateral service that serves the home at this address is sheared off at the main. This is causing service failure to the customer, sewage leaking and public safety due to sink hole development. Since this main is deeper than what our crews work, Steve has obtained three bids with Malloy Brothers being the least expensive. Please see attached quotes. Let Steve know as soon as possible so that we can get the parts and contractor scheduled.

Thank you,
Randy

General Services Procedures Manual



Florida's Warmest Welcome



- (d) Requirements of \$25,000.00 and higher must be submitted to the City Commission via agenda report for approval. The process requires a resolution requesting a bid-waiver on a one-time basis.

C. Sole Brand Procurement

A purchase order may be awarded for a commodity limiting competition to a sole brand if the necessity for this brand is certified in writing by the Department Head of the using department. A sole brand designation does not preclude the bidding process. Normal approval thresholds are applicable to sole brand procurements.

D. Emergency Purchases

The City Manager, or the General Services Director when designated by the City Manager, may make or authorize others to make emergency procurements of supplies, services or construction when there exists an immediate threat to public health, welfare, or safety or to prevent or minimize serious disruption of government services; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. Any emergency procurement in excess of \$15,000.00 for supplies and services or \$15,000.00 for construction shall be referred to the City Commission at their next regularly scheduled meeting for ratification, whenever possible, but must be ratified by the City Commission when all the necessary information and documentation has been received by the City Manager.

1. Procedures

- (a) During normal working hours the requesting department shall immediately contact the General Services Director with the details of the emergency requirement.

The department director of the requesting agency should provide, prior to the issuance of a purchase order, a written account of the emergency, detailing the complete circumstances of the emergency situation and the probable consequences if an emergency procedure is not instituted.

- (b) Emergencies that occur after normal working hours; weekends or on holidays shall be handled by the using department/agency. In the case of emergencies after hours, supporting documentation and purchase requisitions must be brought to the attention of the General Services Director by the next normal work day.

2. Approval Process

- (a) Emergency requirements under \$15,000.00 are authorized and approved at the General Services Director level without further action.
- (b) Emergency requirements of \$15,000.00 and over are awarded at the General Services Director level with the concurrence of the City Manager and then submitted via agenda report to the City Commission for after-the-fact approval.

E. Standardization

The General Services Director is responsible for the standardizing of types of equipment that are to be purchased on a sole source or sole brand basis. These standardized items are unique to the City because use of any other brand or source will put the particular City operation in jeopardy and not allow the proper city service to be completed. The sole brand or sole source designation of items less than \$25,000.00 in value may be purchased directly, without competition, from a standardized sole source or obtain as much competition as possible, in any method determined by the General Services Director to be in the best interest of the City of Pompano Beach, any standardized sole brand commodity. Sole brand/source purchases valued at \$15-24,999 will be approved by the General Services Director with the concurrence of the City Manager.

The General Services Director may recommend to the City Commission purchases equal to or over \$25,000.00 that a brand or source of supplies be standardized as the only brand or source of supplies that will be purchased for a particular agency or City-wide.

A Standardization Listing will be made-up of those items that have previously been approved as sole brand or sole source. These items will be reviewed on an annual basis to determine if the need for standardization continues to exist. If the need for continued standardization is not required, then the item(s) will be subject to the normal procurement policy for any open commodity.



CITY OF POMPANO BEACH

PURCHASE ORDER

PAGE: 1

PURCHASE ORDER NO. 151405

DATE: 12/11/14

P.O. DRAWER 1300
 POMPANO BEACH, FLORIDA 33061-1300
 AN EQUAL OPPORTUNITY EMPLOYER

COPY

TO **MOLLOY BROS. INC.**
 800 NW 27 AVE
 FT LAUDERDALE, FL 33311

SHIP TO **The City of Pompano Beach**
SEWER TRANSMISSION
 (954) 786-4082
 1201 N.E. 3RD AVENUE
 POMPANO BEACH, FL 33062

PLEASE SEE TERMS AND CONDITIONS PRINTED ON THE REVERSE.

DELIVER BY	VENDOR TELEPHONE NUMBER	F.O.B.	TERMS		
01/29/15	TEL# (954) 792-9380	DESTINATION	NET		
CONFIRM BY		PURCHASING AGENT		REQUISITIONED BY	
TOM MOLLOY, PRES.		TAMMY THOMPkins		MP/S ALMYDA/R BROWN	
VENDOR NUMBER	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
6173		420-7248-535.65-12	04870	2015001906	12/10/14
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	25800.00	L	968 068 PUBLIC WORKS/CONSTR SVCS SEWER AND STORM DRAIN CON MOBILIZATION, WELL-POINTS, TRAFFIC CONTROL SYSTEM REPAIR TO THE LATERAL AT AN INVERT ELEVATION OF -4 TO -6 FT, ROCK & ASPHALT AT A 20 X 20 PATCH SIZE AND SOD.	1.0000	25800.00
2	3750.00	L	968 068 PUBLIC WORKS/CONSTR SVCS SEWER AND STORM DRAIN CON REPLACE DRAINAGE AND RESTORE ROAD PRICING INCLUDES ALL LABOR AND EQUIPMENT NEEDED TO COMPLETE REPAIR AT 930 N.E 27TH AVENUE, POMPANO BEACH EMERGENCY REPAIR QUOTE DATED 12/9/14	1.0000	3750.00
				SUB-TOTAL	29550.00
				TOTAL	29550.00

CITY OF POMPANO BEACH, FLORIDA

AUTHORIZED BY _____
 PURCHASING AGENT

F.O.B. POMPANO BEACH, FL
 F.E.I. 59-6000411
 U.S. Treasury Department
 I.R.S. Registration No. 59-74-0083K
 State Sales Tax Exemption
 Certificate No. 85-8012621672C-6

MBI
MOLLOY BROS., INC.
ENGINEERING CONTRACTORS

800 NW 27 Avenue : Fort Lauderdale, FL 33311 : (954)792-9380

December 9, 2014

City of Pompano Beach
Utilities Department
1201 NE 3 Ave
Pompano Beach, FL 33060

RE: 930 NE 27 Avenue repair

Dear Steve:

Per your request, we offer the following price for your review. The price includes all labor and equipment needed to complete the repair at 930 NE 27 Avenue, Pompano Beach. This quote includes: mobilization, well-points, traffic control system, repair to the lateral at an invert elevation of -4 to -6 FT, rock & asphalt at a 20x20 patch size and sod.

Lump Sum: \$ 25,800.00

Per your request for an alternate price to replace drainage across street and restore road while present.

Lump Sum: \$ 3,750.00

Exclusions include but are not limited to: permit fees, soil testing, compaction, proctor, survey layout, as-builts, and private lift stations.

Sincerely,
Thomas W. Molloy
Thomas W. Molloy
Molloy Brothers Inc.

Thank you for the opportunity to price this for you.

JOHNSON-DAVIS, INC.
 604 HILLBRATH DRIVE
 LANTANA, FL. 33462

DATE: DEC. 9, 2014

CLIENT: CITY OF POMPANO BEACH

JOB NAME: 27TH AVE. SEWER REPAIR

ITEM #	ITEM	Quantity	U.M.	BID	AMOUNT
	<u>DRAINAGE</u>				
1	MOBILIZATION/DEMOB.	1	LS	5,000.00	5,000.00
2	EXCAVATE AND EXPOSE MAIN	1	LS	15,000.00	15,000.00
3	CUT-IN SERVICE WYES	1	LS	27,500.00	27,500.00
4	RESTORATION	1	LS	15,000.00	15,000.00
5	MOT	1	LS	2,000.00	2,000.00
					64,500.00

NOTES:

- 1) PRICES DO NOT INCLUDE: A) BONDS, B) PERMITS, C) LAYOUT OR CERTIFIED AS-BUILTS.
- 2) PRICES DO INCLUDE FREIGHT PREMIUM FOR STARTING THURSDAY DECEMBER 11, 2014.

HINTERLAND GROUP INC ENGINEERING CONTRACTOR

PROPOSAL

Project Name: 930 and 921 NE 27th Ave Lateral Replacement

Project Owner: City of Pompano Beach

Project No.: N/A

Date: 12/10/2014

Requested By: Owner – Steve Almyda

Reason for Request: Lateral from 930 is broken off at the connection to the mainline

Proposal Scope of Work:

1. MOT Setup and Maintenance for full road closure in area
2. Roadway demolition, excavation of area and removal of debris
3. Shoring, sheeting and dewatering as needed for removal and installation
4. Removal and replacement of clay lateral piping with pvc piping from mainline to cleanout
5. Installation of new pvc tee/wye on mainline and replacement of mainline clay piping with pvc piping as needed
6. Backfill and compaction including importing of clean fill up to 20 yards as needed
7. Roadway restoration including crushed concrete base w/ density tests and 1.5" S-III asphalt

Bid Item No.	Description	Unit Price	Units	Qty	Extended Price
1	Replacement of laterals @ 930 and 921 NE 27 th Ave	\$86,980.00	LS	1	\$86,980.00
Total					\$86,980.00

Exclusions

- Continuous Bypass pumping
- Permits of any sort
- As built drawings
- Storm drain repair
- Anything else not specifically listed above

Proposal Prepared By: Chase Rogers

Date: 12/10/2014

Owner Approval: _____

Printed: _____

Date: _____

5401 N. HAVERHILL ROAD, UNIT 114, WEST PALM BEACH, FLORIDA 33407
561-640-3503 OFFICE 321-633-7067 FAX
CGC1520354 CUC1224634 CBC1255077 EC13003615

Meeting Date: February 10, 2015

Agenda Item 2

REQUESTED COMMISSION ACTION:

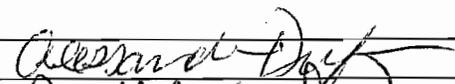
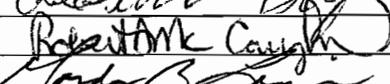
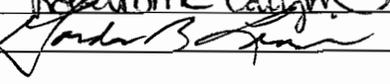
Consent Ordinance Resolution Consideration Workshop Initiative

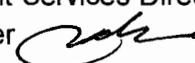
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO NORTH ANDREWS AVENUE EXTENSION; PROVIDING AN EFFECTIVE DATE. (NO COST)

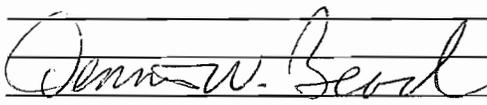
Summary of Purpose and Why: The City has jurisdiction over North Andrews Avenue between NW 33rd Street and Sample Road. The Florida Department of Transportation would like to improve this section of roadway as indicated in Exhibit A and the attached plans. The work entails rehabilitating the existing outside southbound merge lane for a distance of 850 feet due to roadway widening for the right turn conversion to a thru lane north of Sample Road.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff/ FDOT
- (2) Primary staff contact: Robert McCaughan/ Alessandra Delfico Ext 4507/4414
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>1-27-15</u>	APPROVE	
Public Works	<u>1/28/15</u>	APPROVE	
City Attorney	<u>1/28/15</u>	—	

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 #2015-469

January 26, 2015

TO: Alessandra Delfico, P.E., City Engineer

FROM: Gordon B. Linn, City Attorney

RE: Resolution -- District Four Highway Maintenance Memorandum of Agreement

Pursuant to your memorandum dated January 23, 2015, Engineering Department Memorandum No. 15-65, I have prepared the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO NORTH ANDREWS AVENUE EXTENSION; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

GBL/jrm
l:cor/engr/2015-469

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 DISTRICT FOUR HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO NORTH ANDREWS AVENUE EXTENSION; 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

SECTION No.: 86028
FM No.: 434726-1-52-01
AGENCY: Pompano Beach
C.R. No.: N/A

DISTRICT FOUR
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the City of Pompano Beach, a political subdivision of the State of Florida, or a municipal corporation existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY has jurisdiction over North Andrews Avenue Extension, as part of the City Roadway System from NW 33rd Street to SR 834/ Sample Road; and

WHEREAS, pursuant to Sections 339.07, 339.08 and 339.12, Florida Statutes and Federal funding provisions the DEPARTMENT is authorized to undertake projects within the AGENCY geographical limits and the AGENCY is desirous of having this improvement constructed; and

WHEREAS, in accordance with Title 23, U.S. Code, Section 116 and Federal Highway Administration regulations issued pursuant thereto, there must be an agreement from the AGENCY to maintain the project; and

WHEREAS, pursuant to such authority, the DEPARTMENT and the AGENCY are desirous of having the DEPARTMENT construct certain improvements more particularly described as Financial Project ID No 434726-1-52-01, including the milling, resurfacing, minor widening, and drainage improvements connecting to the existing AGENCY owned and maintained drainage system within the jurisdiction of the AGENCY ; hereinafter referred to as the "Project", as more particularly described in **Exhibit A**.

WHEREAS, upon acquisition of the necessary right-of-way, if needed, the DEPARTMENT will proceed to construct the Project; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Action on the _____ day of _____, 20__, a copy of which is attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

1. The DEPARTMENT has undertaken and obtained the approval of Federal participation for the Project, as more particularly described in **Exhibit A**.
2. The AGENCY shall allow the DEPARTMENT and its contractors to enter onto the existing AGENCY property, including easements on property acquired by the DEPARTMENT, to construct this Project. No further permit or agreement shall be required to construct this project.
3. The AGENCY shall continue to maintain the existing roadway and any property owned by AGENCY until the DEPARTMENT begins construction of the Project.
4. It is understood and agreed by the parties that upon "final acceptance" by the DEPARTMENT of the Project, (as that term is described in the Standard Specifications for Roadway and Bridge Construction dated 2015, as amended by contract documents), and Notice thereof to the AGENCY, the AGENCY shall be responsible for maintenance of said Project, at its own cost, in accordance with the following Federally and State accepted standards and all costs related thereto: (a) FDOT Plans Preparation Manual (PPM), current edition, (b) Florida Green Book dated 2011, as amended (c) Governing standards and specifications: FDOT Design Standards dated 2015, as amended (d) Standard Specifications for Roadway and Bridge Construction dated 2015, as amended by contract documents, and (e) Manual on Uniform Traffic Control Devices (MUTCD), current edition, or as amended. Maintenance of said Project includes, but is not limited to, maintenance of roadway, curb and gutter, drainage, and signage. Additionally, upon final acceptance the DEPARTMENT shall convey all acquired property interests to the AGENCY. The Department shall give the AGENCY ten (10) days notice before final acceptance.
5. The AGENCY grants herein to the DEPARTMENT all rights necessary to enter and construct the Project.
6. The AGENCY shall execute "Local Government Right of Way Certification Statement", attached as **Exhibit B**, indicating that the PROJECT can be completed within the public right of way, and/or that no additional right of way is required.
7. Warranties: The DEPARTMENT shall transfer any applicable warranties to the AGENCY.
8. Environmental permitting: If requested by the DEPARTMENT, the AGENCY shall sign as a joint applicant and be responsible for the permits related to the Project. Further the AGENCY shall be in compliance with all permits after the construction is complete and the right of way is transferred to the AGENCY. To the extent permitted by law, the AGENCY shall indemnify the DEPARTMENT for any violations by the AGENCY of any permits issued to the Department or jointly to the AGENCY and the DEPARTMENT after construction is complete. The AGENCY shall execute all documentation required by the permitting agencies in a timely manner to accept transfer of the Project. For various occupancy permits the AGENCY shall be the applicant.
9. Utilities: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to

accomplish utility relocations for this Project. This shall include, but not be limited to, entering into utility subordination agreements with the affected utility owners, thereby assuming liability for future utility relocations within the AGENCY right of way and proposed right of way. This shall also include having the AGENCY require the Utility to relocate or adjust if the utility is there by permit, as necessary.

10. Drainage: The AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, to connect the proposed drainage system to the existing drainage system.
11. Unforeseen issues: If unforeseen issues shall arise, the AGENCY shall cooperate with the DEPARTMENT, to the extent necessary, in order to construct the Project including but not limited to executing documents, allowing the DEPARTMENT or its contractor to enter into any real property owned, possessed and controlled by the AGENCY or any other Occupancy right the AGENCY may have.
12. E-verify requirements: The AGENCY:
 - 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 AGENCY during the term of the contract; and
 - shall expressly require any contractors 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 contractor during the contract term.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings as represented in the Final Proposed Construction plans. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
14. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.
15. LIST OF EXHIBITS
 - **Exhibit A:** Project Improvements and Scope
 - **Exhibit B:** Local Government Right-Of-Way **Certification Statement**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year provided below.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

DEPARTMENT

ATTEST:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary
(SEAL)

By: _____
Transportation Development Director

_____ day of _____, 20_____

Approval :

Office of the General Counsel (Date)

SECTION No.: 86028
FM No.: 434726-1-52-01
AGENCY: Pompano Beach
C.R. No.: N/A

EXHIBIT A

PROJECT SCOPE

All of the improvements are to be completed by DEPARTMENT within the AGENCY's existing North Andrews Avenue Extension right-of-way. License Agreements will be needed in some areas.

Typical Section

- On N. Andrews Avenue Extension, the typical section for southbound traffic consists of 2-11' through lanes, 1-11' transition through lane, a 4' bike lane, curb & gutter type "F" with a new 6' concrete sidewalk, and a 4' traffic separator on the median side. The typical section for northbound traffic consist of dual left turns (10' & 11'), 3-11' through lanes, a 5' bicycle key hole, and a 10' right turn lane.

Signing and Pavement Markings

- All new Signing and Pavement markings within areas being milled and resurfaced.

Drainage

- All drainage will be constructed within existing Right-of-Way by permit.
- Construction of drainage inlets and pipe connecting to the existing AGENCY owned and maintained drainage system within the jurisdiction of the AGENCY.

Permits

- South Florida Water Management District Minor Modification to Permit No. 06-02490-p Application No. 140910-19.
- Broward County Surface Water Management License Modification SWM1997-134-2.

EXHIBIT B

ADDITIONAL STATEMENT – Local Agency Program

No Additional Right of Way Required

R/W ITEM/SEGMENT NO.:	<u>N/A</u>	STATE ROAD:	<u>N/A (Off-system Road)</u>
CONST. ITEM SEGMENT NO.:	<u>434726-1-52-01</u>	DESCRIPTION:	<u>N. Andrews Avenue Extension from SR 834 / Sample Rd to NW 33rd Street</u>
F.A.P. NO.:	<u>N/A</u>		
PREFERRED LETTING DATE:	<u>5/20/2015</u>	LOCAL AGENCY:	<u>City of Pompano Beach, Florida</u>

The following interests in land (Right of Way) will NOT be required for the construction of this project.

- Fee Title – land on which a permanent improvement is to be placed and maintained.
- Perpetual Easement – may be used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement that is a permanent part of the transportation facility or that requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by City of Pompano Beach, Florida for the purpose of restoration and harmonization. There are no encroachments within existing right of way that impact the construction project.


SIGNATURE

11-5-2014
DATE

Alessandra Delfico, PE
NAME (Printed)

Title: City Engineer

Agency: City of Pompano Beach, Florida

COMPONENTS OF CONTRACT PLANS SET

- ROADWAY PLANS
- SIGNING AND PAVEMENT MARKING PLANS
- SIGNALIZATION PLANS
- LIGHTING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2 - 4	SUMMARY OF PAY ITEMS
5 - 7	TYPICAL SECTION
8 - 9	TYPICAL SECTION DETAILS
10	DRIVEWAY DETAILS
50-1 - 50-10	SUMMARY OF QUANTITIES
11	SUMMARY OF DRAINAGE STRUCTURES
12	OPTIONAL MATERIALS TABULATION
13	PROJECT NOTES
14 - 18	ROADWAY PLAN
19 - 21	ROADWAY PROFILE
22 - 28	DRAINAGE STRUCTURES
29 - 30	CONNECTION DETAILS
31 - 50	CROSS SECTIONS
51	TEMPORARY TRAFFIC CONTROL NOTES
52 - 57	TEMPORARY TRAFFIC CONTROL PLAN
58 - 62	UTILITY ADJUSTMENTS
UTV-1 - UTV 2	SUMMARY OF VERIFIED UTILITIES
GR-1	ROADWAY SOILS SURVEY
CTL-1 - CTL-2	PROJECT NETWORK CONTROL

LIST OF REVISED INDEX DRAWING

INDEX NO.	SHEET NO.
600	1-12 OF 12
11860	4 OF 8
17302	1 OF 1
17347	1-5 OF 5

GOVERNING STANDARDS AND SPECIFICATIONS:

Florida Department of Transportation, 2015 Design Standards and revised Index Drawings as appended herein, and January 2015 Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:
<http://www.dot.state.fl.us/rddesign/>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specificationsoffice/>

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

CONTRACT PLANS

FINANCIAL PROJECT ID 434726-1-52-01

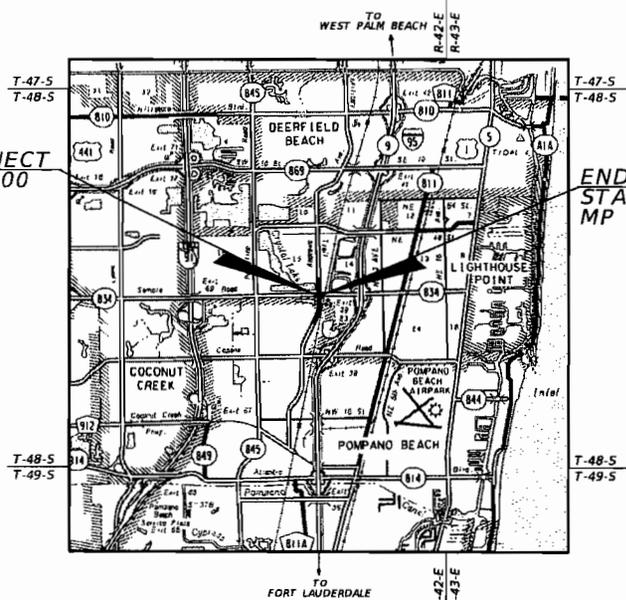
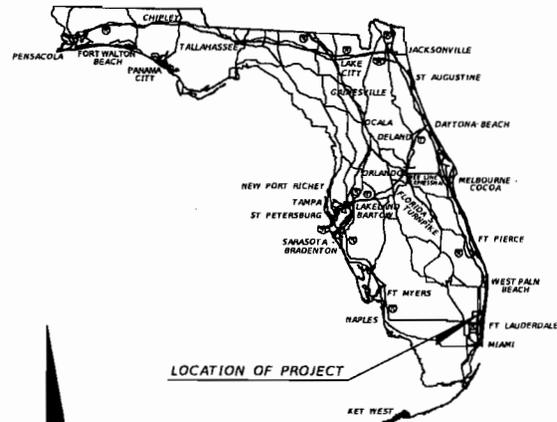
(FEDERAL FUNDS)

BROWARD COUNTY (86028)

STATE ROAD NO. 834

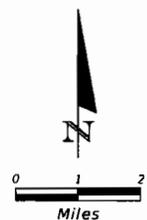
SAMPLE ROAD

FROM W. OF MILITARY TRAIL TO E. OF MILITARY TRAIL



BEGIN PROJECT
 STA. 80+75.00
 MP 7.064

END PROJECT
 STA. 87+25.00
 MP 7.187



LOCATION OF PROJECT

ROADWAY SHOP DRAWINGS
 TO BE SUBMITTED TO:
 EITHEL M. SIERRA, P.E.
 APCTE, CORP.
 10305 NW 41 STREET, SUITE 115
 MIAMI, FLORIDA 33178

PLANS PREPARED BY:
**A&P Consulting Transportation
 Engineers Corporation**
 10305 N.W. 41 Street, Suite 115
 Miami, FL 33178
 (305) 592-7283 / fax: (305) 593-1594
 Contract No. : C-9D10
 Vendor No. : 65-0770583
 CA No. : EB-0007797

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

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	650.00	0.123
BRIDGES		
NET LENGTH OF PROJECT	650.00	0.123
EXCEPTIONS		
GROSS LENGTH OF PROJECT	650.00	0.123

KEY SHEET REVISIONS	
DATE	DESCRIPTION

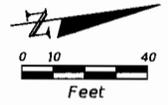
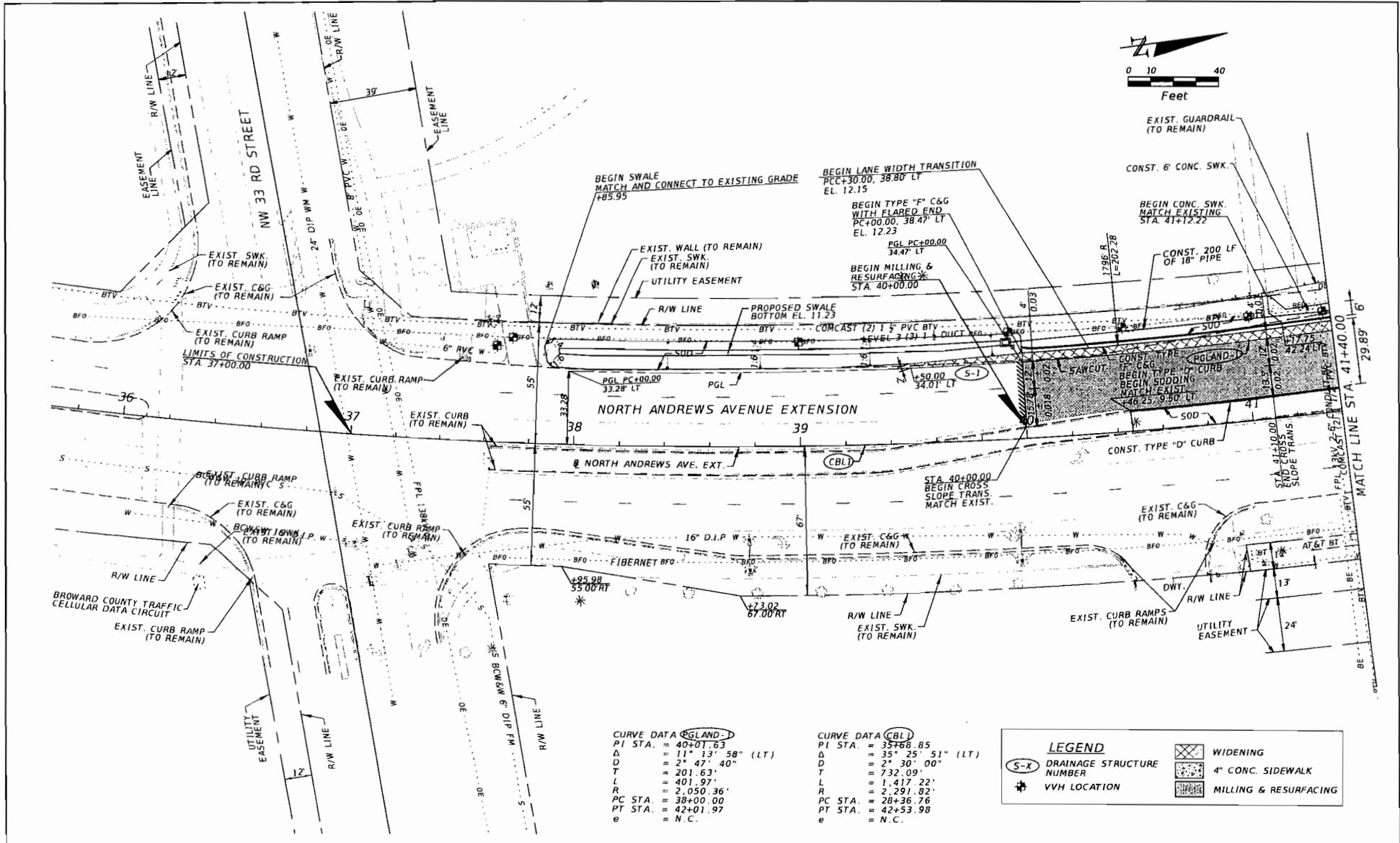
ROADWAY PLANS
 ENGINEER OF RECORD: EITHEL M. SIERRA, PE

P.E. NO.: 55401

FISCAL YEAR	SHEET NO.
15	1

FDOT PROJECT MANAGER: JOHN OLSON, PE

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F. A. C.



BEGIN SWALE MATCH AND CONNECT TO EXISTING GRADE
 PCC+30.00, 38.80' LT
 EL. 12.15

BEGIN TYPE "F" C&G WITH FLARED END
 PC+00.00, 38.47' LT
 EL. 12.23

BEGIN LANE WIDTH TRANSITION
 PGL PC+00.00
 34.47' LT

BEGIN MILLING & RESURFACING
 STA 40+00.00

EXIST. GUARDRAIL (TO REMAIN)

CONST. 6' CONC. SWK.

BEGIN CONC. SWK. MATCH EXISTING
 STA. 41+12.22

CONST. 200 LF OF 18" PIPE

NORTH ANDREWS AVENUE EXTENSION

CURVE DATA (GLAND)

PI STA. = 40+01.63
 Δ = 11° 13' 58" (LT)
 D = 2° 47' 40"
 T = 201.63'
 L = 401.97'
 R = 2,050.36'
 PC STA. = 38+00.00
 PT STA. = 42+01.97
 e = N.C.

CURVE DATA (CBL)

PI STA. = 35+68.85
 Δ = 35° 25' 51" (LT)
 D = 2° 30' 00"
 T = 732.09'
 L = 1,417.22'
 R = 2,291.82'
 PC STA. = 28+36.76
 PT STA. = 42+53.98
 e = N.C.

LEGEND	
(S-X)	DRAINAGE STRUCTURE NUMBER
[Symbol]	WIDENING
[Symbol]	4" CONC. SIDEWALK
[Symbol]	MILLING & RESURFACING
[Symbol]	VVH LOCATION

REVISIONS	
DATE	DESCRIPTION

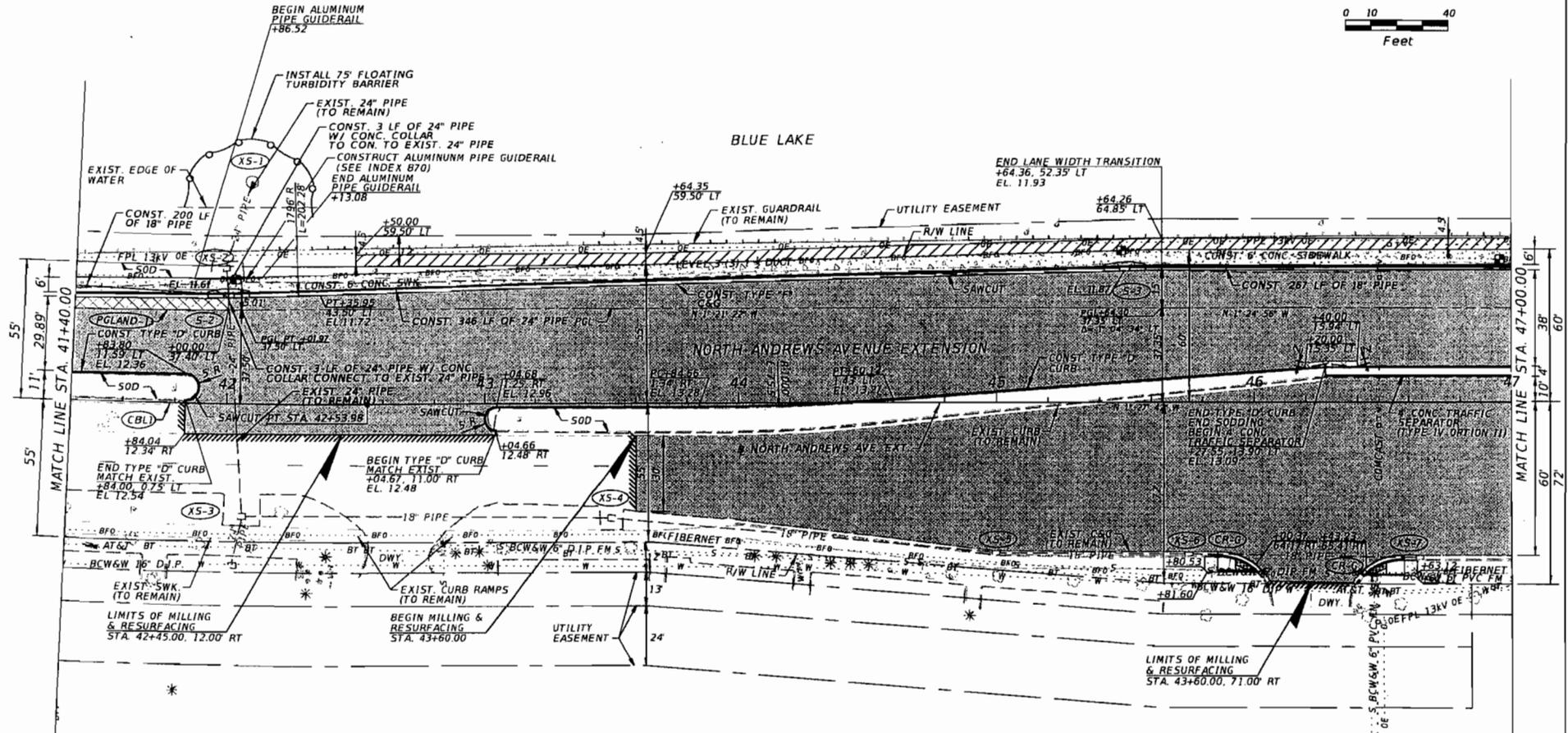
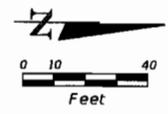
A&P Consulting Transportation Engineers Corp.
 10305 N.W. 41 Street, suite 115
 Miami, FL 33178
 (305) 592-7283 / fax: (305) 593-1594
 CA No.: EB-0007797
 Ethel M. Sierra, P.E. No. 55401

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	4347261-52-01

ROADWAY PLAN

SHEET NO.
14

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

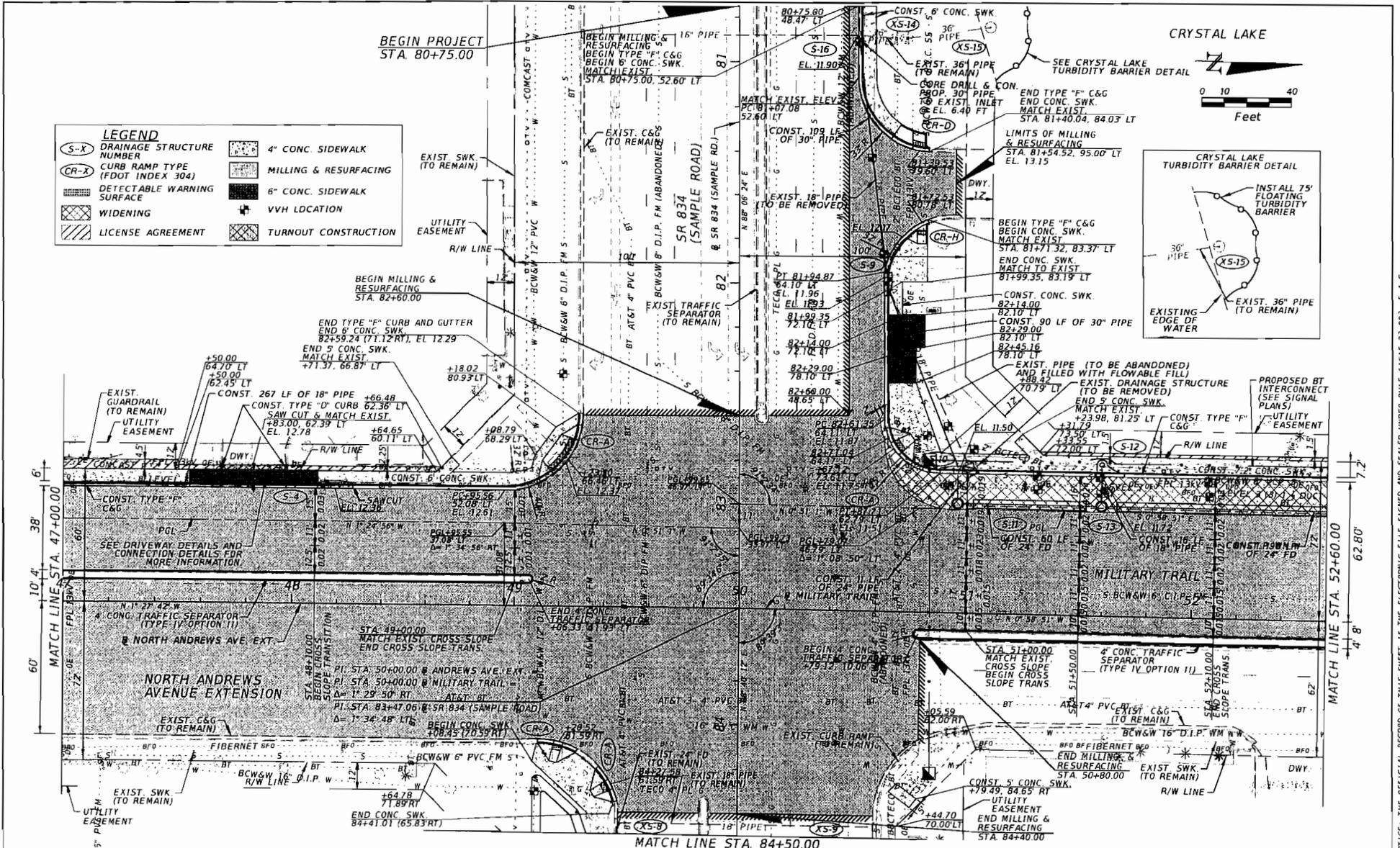


CURVE DATA (GLAND)		CURVE DATA (CBL)	
PI STA.	= 40+01.63	PI STA.	= 35+68.85
Δ	= 11° 13' 58" (LT)	Δ	= 35° 25' 51" (LT)
D	= 2° 47' 40"	D	= 2° 30' 00"
T	= 201.63'	T	= 732.09'
L	= 401.97'	L	= 1,417.22'
R	= 2,050.36'	R	= 2,291.82'
PC STA.	= 38+00.00	PC STA.	= 28+36.76
PT STA.	= 42+01.97	PT STA.	= 42+53.98
e	= N.C.	e	= N.C.

LEGEND	
(S-X)	4" CONC. SIDEWALK
[Hatched Box]	MILLING & RESURFACING
[Diagonal Lines Box]	WIDENING
[Cross-hatched Box]	LICENSE AGREEMENT
[Star Symbol]	VVH LOCATION
[Circle with Line Symbol]	FLOATING TURBIDITY BARRIER

REVISIONS				A&P Consulting Transportation Engineers Corp. 10305 N.W. 41 Street, suite 115 Miami, FL 33178 (305) 592-7283 / fax: (305) 593-1594 CA No.: EB-000797 Elthel M. Sierra, P.E. No. 55401	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO. 15
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					834	BROWARD	434726-1-52-01		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

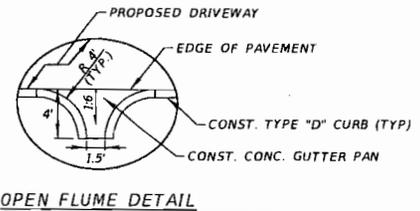
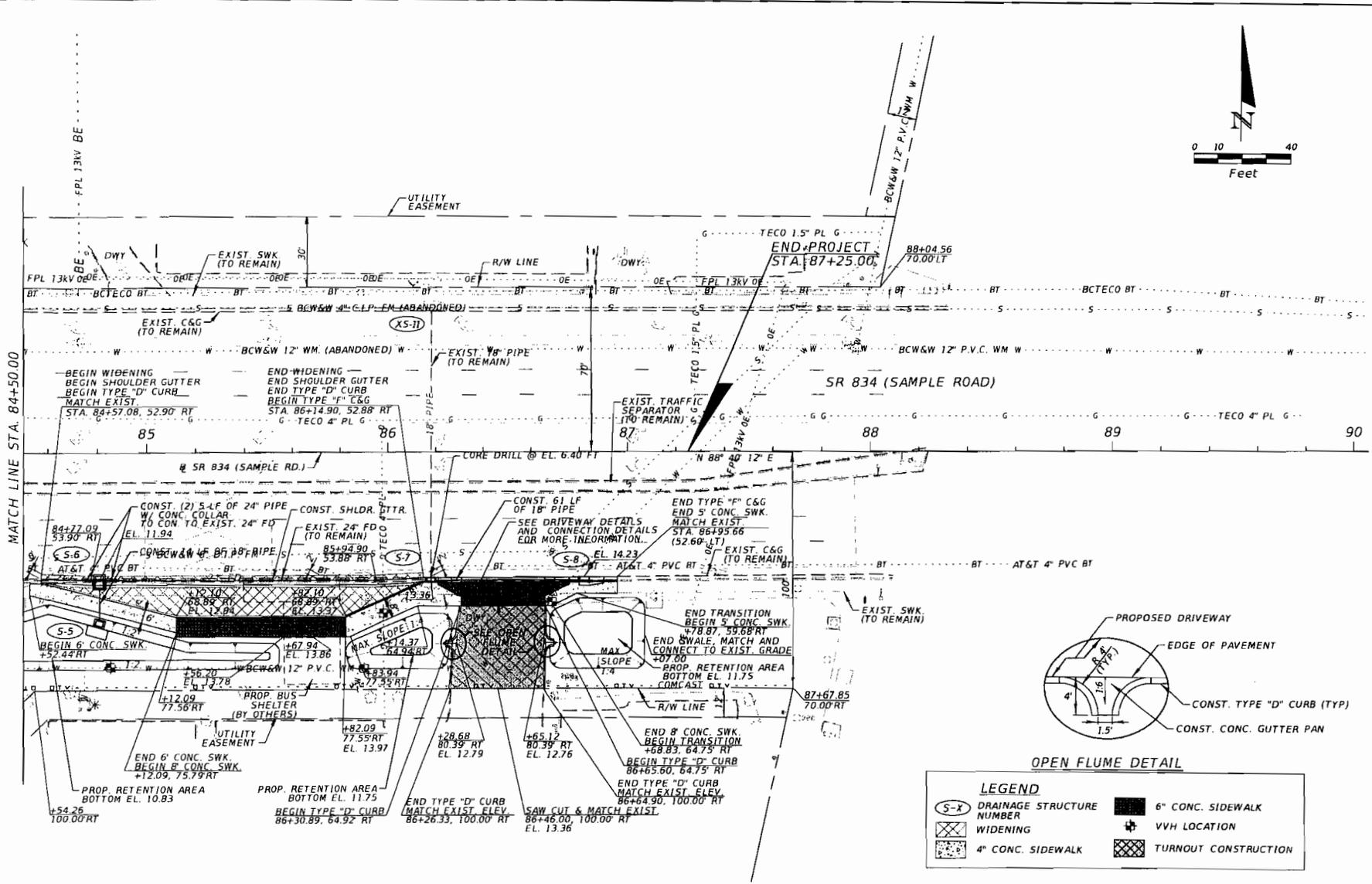
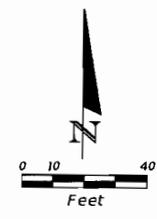
A&P Consulting Transportation Engineers Corp.
 10305 N.W. 41 Street, suite 115
 Miami, FL 33178
 (305) 592-7283 / fax: (305) 583-1594
 CA No. : EB-0007797
 Ethel M. Sierra, P.E. No. 55401

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	434726-1-52-01

SHEET NO.
16

ROADWAY PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



LEGEND

(S-X)	DRAINAGE STRUCTURE NUMBER	[Solid Black Box]	6" CONC. SIDEWALK
[Cross-hatch Pattern]	WIDENING	[Square with Plus Sign]	VVH LOCATION
[Dotted Pattern]	4" CONC. SIDEWALK	[Cross-hatch Pattern]	TURNOUT CONSTRUCTION

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

A&P Consulting Transportation Engineers Corp.
 10305 N.W. 41 Street, suite 115
 Miami, FL 33178
 (305) 592-7283 / fax: (305) 593-1594
 CA No.: EB-0007797
 Ethel M. Sierra, P.E. No. 55401

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	4347 26-1-52-01

ROADWAY PLAN

SHEET NO.
18

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING SUSAN ROME TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL, FOR A TERM TO BE CONCURRENT WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Susan Rome 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 Susan Rome is hereby appointed to the Community Development Advisory Committee as appointee of Commissioner Barry Dockswell, 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

TO: MITZI SCOTT
954 786 4095

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. [checked] Ms. Miss Name: SUSAN ROME
(Optional)

Residence Information:

Home Address: 1300 SOUTH OCEAN BLVD #806
City/State/Zip: POMPANO BCH, FL 33062
Home Phone: 617-678 9045 Cell Phone: same
Email: rome.susan@gmail.com Fax: 206-203-3538

Business Information:

Employer/Business Name: Chestnut Hill Management
Current Position / Occupation: Administrative MGR, CONDO (HOA)
Business Address: HOME
City/State/Zip:
Business Phone: Fax: Email:

Are you a U.S. Citizen? Yes [checked] No
Are you a resident of Pompano Beach? Yes [checked] No Reside in District: 1 [checked] 2 3 4 5
Do you own real property in Pompano Beach? Yes [checked] No
Are you a registered voter? Yes [checked] No
Have you ever been convicted of a felony? Yes No [checked]
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:

Table with 4 columns: Affordable Housing, Cultural Arts, Parks and Recreation, Air Park, Education, *Planning & Zoning/Local Planning Agency, Architectural Appearance, Emergency Medical Services, *Police & Firefighter's Retirement System, Budget Review, *Employee's Board of Appeals, Pompano Beach Economic Development Council, Charter Amendment, Employee's Health Insurance, Recycling & Solid Waste, Community Appearance, *General Employee's Retirement System, Sand & Spurs Riding Stables, *Community Development, Golf, Marine, CRA East, Historic Preservation, *Unsafe Structures, CRA West, *Housing Authority of Pompano Beach, *Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

p. 2 of 2
Rome

In addition a Resume may be attached

Education:

BA. New York University

Experience:

RETAIL STORE OWNER (10 YRS),
6th GRADE TEACHER (7 YRS), CALLIGRAPHER/GRAPIC DESIGN (SELF
EMPLOYED), REAL ESTATE BROKER /MANAGEMENT (30+ YRS)

Past Positions:

Volunter @ Boca Museum of Art

Hobbies: ART, READING, MOVIES, THEATER, CULINARY + WINE.

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

Signature: Susan Rome

Date: 1/24/2012

Initials of Clerk or Deputy: SR

Date received or confirmed: 1/24/2012

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

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 (9)~~ 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,

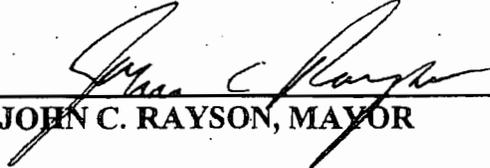
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

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.

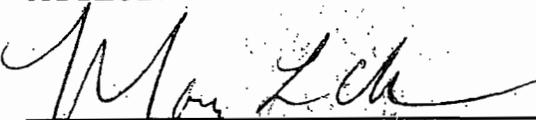
SECTION 2. This Resolution shall become effective upon passage.

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

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.

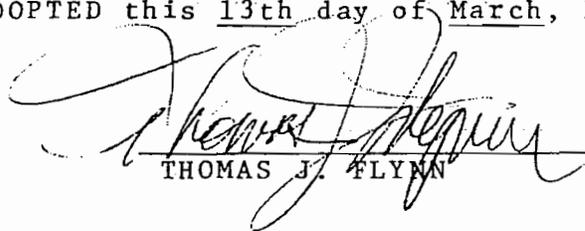
SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member or alternate with three (3)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

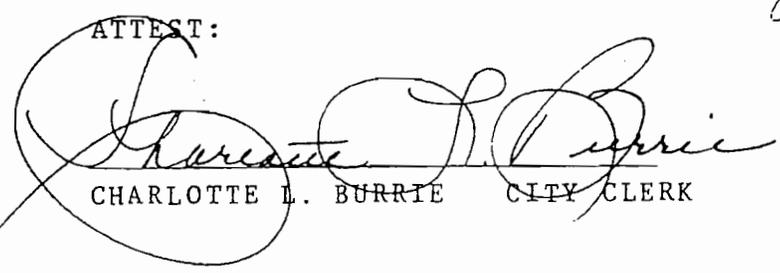
SECTION 8: This Resolution shall become effective April 1, 1984.

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				
John F. Petrone Vice Mayor Burrie's Appointee		2			11/8/2016	John F. Petrone
VACANCY Comr. Hardin's Appointee		3			11/11/2014	Jean Flom
Emma Ellington Comr. Phillips' Appointee		4			11/8/2016	Charlotte Taylor
VACANCY Comr. Moss' Appointee		5			11/11/2014	Jerold A. Mills
VACANCY City Manager's Appointee				6/24/2014	7/15/2016	Fischer's Term

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		

Meeting Date: February 10, 2015

Agenda Item

4

REQUESTED COMMISSION ACTION:

X 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 **JEROLD MILLS** TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS, 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

1/27/15

Approve

Asceleta Hammond
Barry Moss

X City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
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 JEROLD MILLS TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS, FOR A TERM TO BE CONCURRENT WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jerold Mills 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 Jerold Mills is hereby appointed to the Community Development Advisory Committee as appointee of Commissioner Barry Moss, 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
EMAIL: JerryAMILLS@gmail.com
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 APPEARANCE/CDAC

NAME OF APPLICANT: JERRY A. MILLS

RESIDENCY ADDRESS: 3310 OAKS WAY #705
2970 PACIFIC AVE DR A

ZIP CODE: 33069 HOME PHONE NO.: 954 973 1877

MAILING ADDRESS: ABOVE

CITY/STATE/ZIP CODE: _____

ARE YOU A CITY RESIDENT? YES: X NO: _____

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: _____ 2: _____ 3: _____ 4: _____ 5: ✓

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: X NO: _____

ARE YOU A REGISTERED VOTER? YES: X NO: _____

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: _____ NO: X

BUSINESS OR OCCUPATION: OPTOMETRIST

BUSINESS ADDRESS: 3181 N. STATE RD 7

CITY/STATE: POMPANO BEACH FL 33063

ZIP CODE: 33063 BUSINESS PHONE NO. 954-974 7625

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? _____

IF YES, PLEASE LIST NAME: _____

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: O.D.

EXPERIENCE: 49 YEARS

CURRENT POSITION: _____

PAST POSITIONS: _____

HOBBIES: GOLF COMPUTERS

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

[Signature]
SIGNATURE OF APPLICANT

DATE OF APPLICATION

[Initials]
INITIALS OF CLERK OR DEPUTY

5/13/08/5/15/14
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.

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.

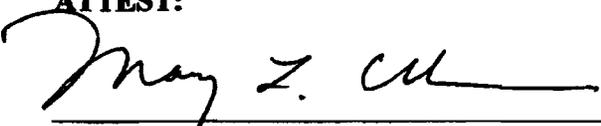
SECTION 7: All Committee members shall be prohibited from using their position for a purpose that is or that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. The Conflict of Interest prohibitions 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,

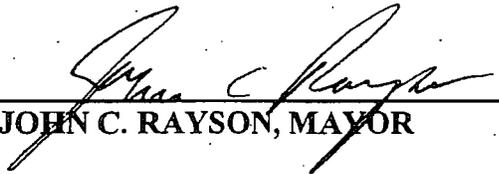
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

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.

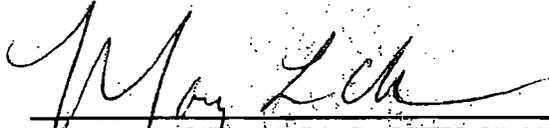
SECTION 2. This Resolution shall become effective upon passage.

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.

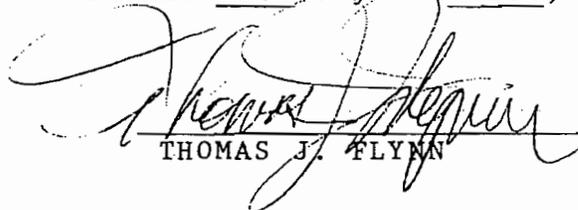
SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member or alternate with three (3)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

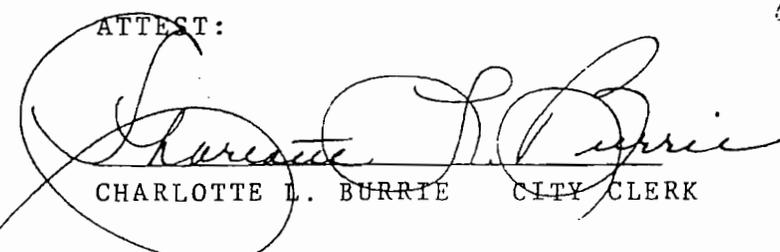
SECTION 8: This Resolution shall become effective April 1, 1984.

PASSED AND ADOPTED this 13th day of March, 1984



THOMAS J. FLYNN Mayor

ATTEST:



CHARLOTTE L. BURRIE CITY CLERK

Name	Address	Term	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				
John F. Petrone Vice Mayor Burrie's Appointee		2			11/8/2016	John F. Petrone
VACANCY Comr. Hardin's Appointee		3			11/11/2014	Jean Flom
Emma Ellington Comr. Phillips' Appointee		4			11/8/2016	Charlotte Taylor
VACANCY Comr. Moss' Appointee		5			11/11/2014	Jerold A. Mills
VACANCY City Manager's Appointee				6/24/2014	7/15/2016	Fischer's Term

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		

Meeting Date: February 10, 2015

Agenda Item

5

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC.

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **ELAINE F. FITZGERALD** TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 10, 2018; 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

1/30/15

Approve

City Manager

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1st Reading

Results:

Results:

2nd Reading

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING ELAINE F. FITZGERALD TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 10, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Elaine F. Fitzgerald is well qualified to serve as a member of the Pompano Beach Economic Development Council, Inc. 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 Elaine F. Fitzgerald is hereby appointed to the Pompano Beach Economic Development Council, Inc., as appointee of Commissioner Barry Dockswell for a term of three (3) years; said term to expire on February 10, 2018.

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: Pompano Beach Economic Development Council

NAME OF APPLICANT: Elaine Florea Fitzgerald

RESIDENCY ADDRESS: 740 S. Federal Hwy

ZIP CODE: 33062 HOME PHONE NO.: 954-471-6704 cell

MAILING ADDRESS: 1937 E. Atlantic Blvd. Suite 102

CITY/STATE/ZIP CODE: Pompano Beach, FL 33060

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: 2: 3: 4: 5: *ok w*

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: NO:

BUSINESS OR OCCUPATION: Beach Vacation Rentals + Fitzgerald Public Relations

BUSINESS ADDRESS: 1937 E. Atlantic Blvd. Suite 102

CITY/STATE: Pompano Beach, FL 33060

ZIP CODE: 3306

BUSINESS PHONE NO. 954-942-2424

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? _____

IF YES, PLEASE LIST NAME: Not at this time

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: BA Univ. of Maryland - Journalism/Marketing

EXPERIENCE: TV reporter/anchor for 15 years, owner of a public relations firm for 20 years, owner of Beach Vacation rentals for 8 years.

CURRENT POSITION: President, Fitzgerald Public Relations, Inc. President, BVR Management Corp. dba Beach Vacation Rentals.

PAST POSITIONS: News reporter/anchor

HOBBIES: Photography, travel, ballroom dance

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

SIGNATURE OF APPLICANT: Claire Anne Fitzgerald DATE OF APPLICATION: 1/20/09

INITIALS OF CLERK OR DEPUTY _____ DATE RECEIVED OR CONFIRMED _____

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NO. 97-181 WHICH APPROVED AND SUPPORTED THE CREATION OF A PUBLIC/PRIVATE ORGANIZATION KNOWN AS THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL TO DELETE CERTAIN ~~QUALIFICATIONS NEEDED~~ FOR CITY APPOINTEES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach supports economic development within all sectors of the City relating to expansion of the tax base, creation of jobs, attraction of new business, and retention and growth of existing businesses; and

WHEREAS, the City Commission approved City Resolution No. 97-181 which expressed support for creation of the Pompano Beach Economic Development Council; and

WHEREAS, City Resolution No. 97-181 also supported that City appointees be members of certain City boards; and

WHEREAS, the City Commission desires to delete City appointee membership qualifications and conform to the present by-laws of the said economic council; now, therefore,

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

SECTION 1. That City Resolution No. 97-181 be and the same is hereby amended as follows:

SECTION 2. The City Commission of the City of Pompano Beach supports the creation and implementation of a public/private organization to be known as the "Pompano Beach Economic Development Council" and to be

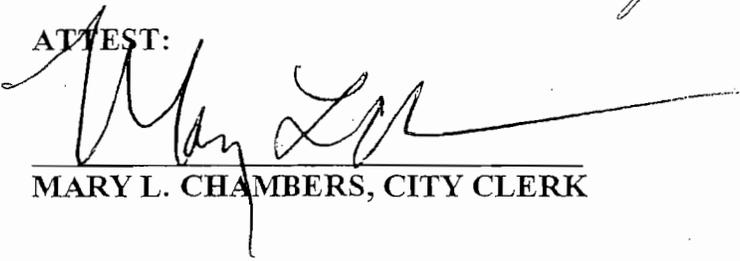
established for the purpose of improving economic development within the City. In order to accomplish the economic development in all sectors of the City, the City approves of a fifteen (15) member Board of Directors for the Council of which five (5) will be appointed by the Greater Pompano Beach Chamber of Commerce Economic Group, and five (5) City appointments of which two (2) shall be members of the City's Industrial Advisory Board, two (2) shall be members of the City's Planning and Zoning Board and one (1) shall be a member of the Community Appearance Board. Five (5) additional appointees will be selected for expertise in the related fields and shall be elected by the first ten (10) members. Upon the establishment and selection of the said Board of Directors, the City of Pompano Beach will support the Pompano Beach Economic Development Council as it deems proper, upon request and report of the Council.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of February, 2007.



JOHN C. RAYSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/29/07
l:reso/2007-119

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND SUPPORTING THE CREATION OF A PUBLIC/PRIVATE ORGANIZATION TO BE KNOWN AS THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL AND TO BE ESTABLISHED FOR THE PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT WITHIN THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach supports economic development within all sectors of the City relating to expansion of the tax base, creation of jobs, attraction of new business, and retention and growth of existing businesses; and

WHEREAS, the City Commission has recognized the value of the various recommendations contained in the report of the Visioning Process Development Committee, and

WHEREAS, the Visioning Process Development Sub-Committee more specifically recommended that its plan be implemented by the formation of a public/private committee; and

WHEREAS, the City Commission desires to continue and improve the City's business environment; and

WHEREAS, the business community has indicated a desire to participate in the economic development process which could be furthered by the development of a public/private committee; now, therefore,

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

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and are hereby confirmed by the City Commission.

SECTION 2. The City Commission of the City of Pompano Beach supports the creation and implementation of a public/private organization to be known as the "Pompano Beach Economic Development Council" and to be established for the purpose of improving economic development within the City. In order to accomplish the economic development in all sectors of the City, the City approves of a fifteen (15) member Board of Directors for the Council of which five (5) will be appointed by the Pompano Economic Group, five (5) City appointments of which two (2) shall be members of the City's Industrial Advisory Board, two (2) shall be members of the City's Planning and Zoning Board and one (1) shall be a member of the Community Appearance Board. Five (5) additional appointees will be selected for expertise in the related fields and shall be elected by the first ten (10) members. Upon the establishment and selection of the said Board of Directors, the City of Pompano Beach will support the Pompano Beach Economic Development Council as it deems proper, upon request and report of the Council.

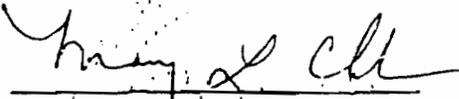
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of July, 1997.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

GBL:jmr.
7/8/97
I:reso/97-330.

**BY-LAWS OF THE POMPANO BEACH
ECONOMIC DEVELOPMENT COUNCIL**

ARTICLE I - IDENTITY

1.01 NAME

The name of the entity is the **POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL** (the "Council")

1.02 MAILING ADDRESS

The mailing address of the Council is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, and the Council may have such places of business as the Board of Directors may designate from time to time.

1.03 NON-PROFIT OPERATION

The Council shall be operated exclusively for purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or comparable provisions of subsequent legislation (herein the "Code") and shall operate as a Council not-for-profit. No director of the Council shall have any title to or interest in the property or earnings in his individual or private capacity and no part of the net earnings of the Council shall inure to the benefit of any trustee, director, officer or any member or individual.

1.04 PURPOSE

1.4.1 The purpose for which this Council is formed, organized and shall always be operated is for the purposes of receiving and administering funds and operating exclusively within the meaning and parameters of Section 501(c)(6) of the Internal Revenue Code of 1986 or comparable provisions of subsequent legislation, and specifically to promote economic development and investment in the City of Pompano Beach. This Council is intended to be an entity which is separate, independent and autonomous from the City of Pompano Beach and is not intended to exist or be construed as an agency or arm of the City of Pompano Beach. The principal purpose of this Council is the planning, encouragement, support and promotion of economic development and growth through the attraction of new business and industries to the City of Pompano Beach and the retention and expansion of existing business and industries within the City of Pompano Beach for the benefit of the residents of the City of Pompano Beach.

1.4.2 In carrying out this principal purpose, this Council shall engage in the following activities in furtherance of one or more of the Council's exempt purposes, which activities shall collectively constitute the character of affairs of the Council which the Council intends to conduct in the State of Florida:

(1) Aiding the Pompano Beach community and South Florida geographical area by attracting new businesses and industry to the City of Pompano Beach;

(2) Promoting and encouraging the development, retention and expansion of existing businesses and industry in the City of Pompano Beach;

(3) Planning, fostering, encouraging, supporting and promoting of economic development and growth in the city of Pompano Beach in an effort to expand the local tax base, increase local employment, and improve the general welfare, prosperity and quality of life of the residents of the City of Pompano Beach;

(4) Soliciting, receiving or generating funds from any source not inconsistent with the purposes of this Council and soliciting, receiving or generating contributions, grants, gifts or subventions from persons, entities or any unit or agency of government;

(5) Doing and performing any and all acts as may be necessary and/or appropriate in order to carry out the stated purposes of the Council.

1.4.3 Pecuniary profit, gain or private advantage is not and shall not be the object of this Council or its officers and directors. No part of the net earnings of this Council shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons.

1.4.4 The Council shall exercise only those powers that may be granted or permitted to not-for-profit corporations pursuant to Chapter 617, et. seq., Florida Statutes and to tax-exempt entities pursuant to Section 501(c)(6) of the Internal Revenue Code. This Council shall be prohibited from carrying on non-exempt activities beyond the permissible limits of Section 501(c)(6) of the Internal Revenue Code.

ARTICLE II - BOARD OF DIRECTORS

2.01 GENERAL POWERS OF THE BOARD

All Council powers shall be exercised by or under the authority of the Board of Directors (herein "Board of Directors") and the management and affairs of the Council shall be controlled by the Board of Directors, which is the governing body of the Council. The Board of Directors shall have charge, control and management of the business, property and affairs of the Council and shall have the power and authority to do and perform all acts and functions permitted for an organization as described in 501(c)(6) of the Internal Revenue Code which are not inconsistent with these Bylaws or the laws of the State of Florida.

2.02 EMERGENCY POWERS OF THE BOARD

In anticipation of or during any emergency, if a majority of the Board of Directors cannot readily be assembled because of some catastrophic event, then a majority of the Directors that can be assembled shall have the power and authority to do and perform all acts and functions, permitted for an organization described in Section 501(c)(6) of the Code and Section 617.0303, Florida Statutes, as amended, or subsequent legislation not inconsistent with these Bylaws, or the laws of the State of Florida.

2.03 NUMBER OF DIRECTORS

Except as otherwise provided in these Bylaws, the direction and management of the affairs of the Council shall be vested in a Board of Directors which shall consist of seventeen (17) directors.

2.04 QUALIFICATIONS OF DIRECTORS

Directors must be natural persons who are residents of Florida and are eighteen (18) years of age or older. Directors need not be residents of the City of Pompano Beach, Florida, but must have or represent business interests in the City of Pompano Beach. In addition, each person serving as a director must meet the criteria established elsewhere in these By-Laws.

2.05 APPOINTMENT AND COMPOSITION OF DIRECTORS

Due consideration shall be given to appoint Directors that represent small employers in Pompano Beach, major employers in Pompano Beach, representatives from the non-residential real estate industry including,

without limitation, representatives of industrial parks, office parks, or retail shopping centers located within the Council limits of the City of Pompano Beach, developers, general contractors, architects, engineers, attorneys, commercial real estate brokers; and representatives of the investment banking industry. Due consideration shall also be given to the ethnic background and gender of candidates for the Board of Directors to help ensure that the Council meets or exceeds its goals and objectives with equal opportunity for qualified candidates.

Members of the Board of Directors of the Council shall be elected or appointed as follows:

- (a) **City Commission of Pompano Beach Appointees:** The City Commission of the City of Pompano Beach shall appoint five (5) directors to the Board of Directors as follows: each Commissioner shall have the power to appoint one (1) director to the Board of Directors using the criteria above as a guideline for each Commission appointee.
- (b) **The Greater Pompano Beach Chamber of Commerce:** The Greater Pompano Beach Chamber of Commerce shall appoint five (5) directors to the Board of Directors using the criteria above as a guideline for each Chamber appointee.
- (c) **Board of Directors Appointees:** The Board of Directors shall appoint five (5) directors to the Board of Directors using the criteria above as a guideline for each Board appointee.
- (d) **Community Redevelopment Area(CRA) Advisory Board Chairpersons.** The current Chairperson of each CRA Advisory Board shall serve as a Director on the Board of Directors of the Council and shall resign from the Council at the end of his/her term as Chairperson. Each CRA Advisory Board Chairperson shall be eligible to vote but will not be eligible to serve as Officers of the Council according to Article IV "Officers" herein.

2.06 TERM OF OFFICE

Each Director shall serve his term of office and until his successor shall have been duly elected and qualified. In order to achieve staggered terms of directors:

- (a) The five (5) initial appointments of the City Commission of the City of Pompano Beach shall consist of two (2) appointment for a three (3) year term, two (2) appointments for a two (2) year term and one (1) appointments for a one (1) year term;
- (b) The five (5) initial appointments of the Pompano Economic Group shall consist of two (2) appointments for a three (3) year term, one (1) appointment for a two (2) year term, and two (2) appointments for a one (1) year term;
- (c) The five (5) initial appointments of the Council's Board of Directors shall consist of one (1) appointment for a three (3) year term, two (2) appointments for a two (2) year term, and two (2) appointments for a one (1) year term; and

Thereafter, all appointments shall be for three (3) year terms or to fill the remaining portions of a term in the event of a vacancy.

Terms of Directors shall commence upon October 1st of each year and shall terminate on September 30th of the last year of each Director's respective term, unless such term of office is terminated earlier because such director no longer meets any of the criteria set forth in these By-Laws, although the first year of the

terms of the initial Board of Directors shall expire September 30, 1998.

The term of each director appointed by the City of Pompano Beach Industrial Advisory Board, by the Planning and Zoning Board/Local Planning Agency, or by the Community Appearance Board automatically terminates when said director is no longer a director of said Board. The term of each director appointed by the Pompano Economic Group, which appointment is contingent upon that person's membership in the Pompano Economic Group, may be terminated by the Pompano Economic Group at any time that such person is not a member of the Pompano Economic Group.

The term of office of any director who fails to attend three consecutive regular meetings of the Council, or who fails to attend at least two-thirds of the regular meetings of the Council in any consecutive twelve-month period, shall, at the discretion of the Board of Directors, be terminated unless such director is reinstated by the Board of the Council in the same manner as for the filling of a vacancy on the Board. Termination a director's term in this manner who was appointed by the City of Pompano Beach is effective upon ratification by the City of Pompano Beach Commission. Termination a director's term in this manner who was appointed by the Pompano Economic Group is effective upon ratification by the Pompano Economic Group.

2.07 EX-OFFICIO DIRECTORS

The Board of Directors shall appoint as many ex-officio directors as is deemed necessary to serve as consultants of the Board of Directors and to strengthen and facilitate relationships between the Council, the business community, public entities, and public/private entities, for a term to be determined by the Board of Directors. Ex-officio directors shall not have the power to vote or manage the affairs of the Council but shall act in an advisory capacity only. Failure to give ex-officio directors notice of the time and place of regular and special meetings of the Board of Directors shall not affect any action taken by the Board of Directors at such meetings. Ex-officio directors may include the following:

- (i) current local manager of Florida Power and Light,
- (ii) current local manager of Bell-South;
- (iii) current administrator of North Broward Medical Center or other hospital located within or on the periphery of the City of Pompano Beach;
- (iv) current member representative from the Broward County School Board;
- (v) current member representative from the Broward Economic Development Council;
- (vi) current member representative of the Broward County Commission;
- (vii) City Manager of the City of Pompano Beach
- (viii) President of the Greater Pompano Beach Chamber of Commerce
- (ix) representative from an accredited college or university located in Dade, Broward or Palm Beach County, Florida.

2.08 ANNUAL MEETING

The annual meeting of the Board of Directors shall be during the monthly meeting each October, or as close

thereto as may be advisable, unless changed by a unanimous vote of the Board of Directors at any meeting thereof, at such time and place as the Board of Directors shall from time to time determine, for the transaction of such business as may lawfully come before the meeting. It shall be the duty of the Secretary of the Council to give seven (7) calendar days notice of the time, place and date of the annual meeting to each director and to the Pompano Beach City Commission and the Pompano Economic Group.

2.09 REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held on such dates and at such times and places as the Board of Directors shall from time to time determine, for the transaction of such business as may lawfully come before each such meeting. It shall be the duty of the Secretary of the Council to give at least seven (7) calendar days notice of the time, place and date of each regular meeting to each Director.

2.10 SPECIAL MEETINGS

Special meetings of the Board of Directors shall be held whenever called by the Secretary of the Council upon the direction of the Chairperson of the Board of the Council or upon the request of any four (4) Directors. Special meetings may be held within or without the State of Florida. It shall be the duty of the Secretary of the Council to give notice of a special meeting to each Director at least seven (7) calendar days prior to the date of the meeting and include the date, time and place of the meeting.

2.11 NOTICE OF MEETINGS

Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) calendar days nor more than fourteen (14) calendar days before the scheduled date of the meeting. The notice shall be delivered personally or by first class mail by or at the direction of the Chairperson of the Board, the Secretary or the officer or persons calling the meeting to each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Council, with postage thereon prepaid.

2.12 COMPENSATION

Directors shall receive no compensation for their services on the Board of Directors. This shall not prevent the Council from purchasing insurance as provided in Article VIII or from reimbursing any Director for expenses actually and necessarily incurred in the performance of his duties as a Director as such expenses are authorized by the Board of Directors.

2.13 RESIGNATIONS

A Director may resign at any time by delivering written notice to the Board of Directors or its Chairperson. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is given which is effective at a later date, then the Board of Directors may fill the pending vacancy before the effective date as provided in these By-Laws, if the Board of Directors provides that the successor does not take office until the effective date.

2.14 REMOVAL OF DIRECTORS

Any director may be removed either with or without cause by a vote of a majority of the Board of Directors. Notice of intent to vote on a recommendation to remove a Director must be provided to all directors at least five (5) business days prior to the meeting at which the vote will be taken. Removal of a director who was

appointed by the City of Pompano Beach is effective upon ratification by the City of Pompano Beach Commission. Removal of a director who was appointed by the Pompano Economic Group is effective upon ratification by the Pompano Economic Group.

2.15 FILLING OF VACANCIES

Vacancies other than those caused by an increase in the number of Directors shall be filled by appointment by the City Commission of the City of Pompano Beach or the Pompano Economic Group or the Board of Directors, according to which place becomes vacant. Vacancies reducing the number of Directors to less than three (3) shall be filled before the transaction of any other business. Upon the resignation of a Director tendered to take effect at a future time, the City Commission of the City of Pompano Beach or the Pompano Economic Group or the Board of Directors, according to which place becomes vacant, may appoint a successor to take office when the resignation becomes effective. Any vacancy occurring in the Board of Directors, including any vacancy resulting from an increase in the number of Directors, shall be filled by the appropriate appointing body to complete the current term.

2.16 DIRECTOR CONFLICTS OF INTEREST

2.16.1 No contract or other transaction between a Council and one or more of its directors or any other company, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the Council at the time it is authorized by the board, a committee or the members.

2.16.2 Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

2.16.3 The failure of a Director to disclose the nature of his interest to the Board of Directors shall constitute grounds for removal of the Director.

2.17 STANDING RULES

The Board of Directors shall determine parliamentary procedures to be observed during meetings. Such determination shall be passed by resolution.

2.18 QUORUM AND ACTION

A simple majority of the number of all directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A director shall be deemed present at a meeting of the Board of Directors if a conference telephone or similar communications equipment, by means of which all persons

participating in the meeting can hear each other, is used. Except as otherwise provided by Statute, by the Articles of Incorporation, or by these By-Laws, the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

2.19 PRESUMPTION OF ASSENT

A director of the Council who is present at a meeting of the Board of Directors at which action or any Council matter is taken shall be presumed to have assented to the action unless he or she votes against such action. Only a director with a conflict of interest (as set forth in these By-Laws) with regard to any matter may abstain from voting in respect thereto.

2.20 ACTION WITHOUT A MEETING

Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and filed in the minutes of the proceedings of the Board of Directors.

ARTICLE III - EXECUTIVE AND OTHER COMMITTEES

3.01 CREATION OF COMMITTEES

The Board of Directors may, by resolution passed by a majority of the whole Board:

(a) Designate an Executive Committee and one or more other committees, each of which committees must have at least two (2) members;

(b) Designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee;

(c) Appoint as ex-officio members of any committee persons who are neither members of the Board of Directors nor members of the Council to serve as consultants. The ex-officio committee members shall be entitled to attend the meetings of their committee; however, they shall not have the power to vote or any other power.

3.02 EXECUTIVE COMMITTEE

The Executive Committee shall consult with and advise the officers of the Council in the management of its affairs and may exercise, to the extent provided by resolution of the Board of Directors which creates such Executive Committee, such powers of the Board of Directors as lawfully can be delegated by the Board. During times of emergency, the Executive Committee may act on its own and the Board of Directors shall vote in order to have the Executive Committee's actions ratified at the next regular meeting of the Board of Directors.

3.03 OTHER COMMITTEES

Other committees shall have such functions and may exercise such powers of the Board of Directors as lawfully can be delegated, to the extent provided by resolution creating such committees.

3.04 OPERATION

The sections of these Bylaws that govern meetings, notice and waiver of notice, quorum and voting, and

action without a meeting of the Board of Directors apply to committees and their members as well.

3.05 MINUTES

Committees may keep regular minutes of their proceedings and report to the Board of Directors when required or when requested by the Board.

3.06 PROHIBITED ACTIVITIES OF ANY COMMITTEES

No committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by law to be approved by members.
- (b) Designate candidates for the office of Director, for purposes of proxy solicitation or otherwise;
- (c) Fill vacancies in the Board of Directors or any committee thereof;
- (d) Amend the Bylaws; or
- (e) Authorize or approve qualifications for members.

ARTICLE IV - OFFICERS

4.01 OFFICERS

The officers of this Council shall be a Chairperson of the Board, Vice Chairperson, and Secretary. All officers shall be chosen from the Directors of the Council as specified in Article II, 2.05(a),(b) and (c), but CRA Advisory Board Chairpersons as specified in Article II, 2.05 (d) shall not be eligible to serve as officers of the Council.

Any two (2) or more offices may be held by the same person except for the office of the Executive Director. A failure to elect any of the aforesaid officers shall not affect the existence of the Council. Ex-officio members of the Board of Directors may not serve as officers.

4.02 ELECTION AND TERM OF OFFICE

Officers of the Council shall be elected for a term of one (1) year (or until their successors have been duly elected and qualified) by the Board of Directors at its annual meeting. The initial term of the officers of the Council shall expire on September 30, 1998, unless earlier terminated as provided in these By-laws. If the election of officers shall not be held at such meeting, then such election shall be held as soon thereafter as possible. Each officer shall hold office until his successor has been duly elected and shall have qualified, or until his death, resignation, or removal from office. In no event shall a person be appointed as an officer for more than four (4) consecutive terms. A person who has served as an officer, for four (4) consecutive terms may be re-appointed as an officer after a one (1) year lapse of time from serving as an officer.

4.03 RESIGNATION AND REMOVAL

4.3.1 An officer may resign at any time by delivering notice to the Board of Directors. A resignation is effective when delivered, unless the notice specifies a later effective date. If a resignation is made effective at

a later date and the Council accepts the future effective date, then the Board of Directors may fill the pending vacancy before the effective date, if the Board of Directors provides that the successor does not take office until the effective date.

4.3.2 The Board of Directors may remove any officer at any time with or without cause by a vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors.

4.04 VACANCIES

A vacancy in any office because of resignation, removal, death or otherwise, may be filled by the Board of Directors for the unexpired portion of the term or until a permanent successor is elected.

4.05 CHAIRPERSON OF THE BOARD

4.5.1 The Chairperson of the Board shall be the Chief Executive Officer of the Council. He shall have general executive powers, including all powers required by law to be exercised by a president of a Council as such, as well as the specific powers conferred by these Bylaws or by the Board of Directors. The Chairperson of the Board shall preside at all meetings of the Board of Directors.

4.06 VICE CHAIRPERSON

4.6.1 In the absence of the Chairperson of the Board or in the event of his death, disability or refusal to act, the Vice Chairperson shall perform all of the duties of the Chairperson of the Board and when so acting, such Vice Chairperson shall have all the power of and be subject to all the restrictions upon the Chairperson of the Board. The Vice Chairperson shall have general executive powers as well as the specific powers conferred by these Bylaws. The Vice Chairperson shall also have such further powers and duties as may be conferred upon or assigned to herein by the Board of Directors or the Chairperson of the Board from time to time.

4.07 SECRETARY

The Secretary shall:

- (a) Review the draft of the minutes of meetings of the Board of Directors and members;
- (b) Authenticate records of the Council;
- (c) Keep the minutes of the proceedings of the Board of Directors and the members in one or more books provided for that purpose;
- (d) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (e) Be custodian of the Council records and of the seal of the Council and see that the seal of the Council is affixed to all documents the execution of which on behalf of the Council under its seal is duly authorized;
- (f) Be the registrar of the Council; and
- (g) In general, perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board of Directors from time to time.

4.08 DELEGATION OF DUTIES

In the case of the absence of an officer of the Council or for any other reason that the Board of Directors may deem sufficient, the Board may delegate the powers and duties of such officer to any other officer or officers or to any Director or Directors or to any other individual or individuals.

4.09 SALARIES OF OFFICERS

4.09.1 By resolution of the Board of Directors, the officers may be paid their properly documented, reasonable expenses incurred in connection with the performance of their duties as officers, if any.

4.09.2 The officers of the Council shall not be entitled to any compensation for services rendered in their capacity as officers to the Council.

ARTICLE V - EXECUTION OF INSTRUMENTS

5.01 AUTHORITY FOR EXECUTION OF INSTRUMENTS

Formal contracts of the Council, promissory notes and other evidences of indebtedness and other Council documents shall be signed by the Chairperson and one other officer unless otherwise specifically determined by the Board of Directors, or otherwise required by law. Unless expressly authorized by these Bylaws or the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Council by any contract or engagement or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

ARTICLE VI - FISCAL YEAR

6.01 FISCAL YEAR

The fiscal year of the Council shall begin on the first day of October and end on the last day in September of each year.

ARTICLE VII - COUNCIL RECORDS, REPORTS AND SEAL

7.01 RECORDS

The Council shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the Board of Directors without a meeting, and a record of all actions taken by any committee of the Board of Directors in place of the Board of Directors on behalf of the Council. The Council shall maintain accurate accounting records. The Council shall maintain its records in written form or in some other form capable of conversion into written form within a reasonable time.

ARTICLE VIII - PROHIBITED ACTIONS AND ACTIVITIES

8.01 DIVIDENDS PROHIBITED

The Board of Directors of the Council may not declare or pay dividends in cash or property to any member, Director or officer, and no part of the net income of the Council shall otherwise be distributed to or inure to the benefit of any officer or Director, except as authorized in these By-laws.

8.02 PROHIBITED ACTIVITIES

8.2.1 Notwithstanding any other provision of these Bylaws, the Council shall not carry on any activities not permitted to be carried on:

- (a) By a Council exempt from Federal income tax under 501(c)(6) of the Code; or
- (b) By a Council, contributions to which are deductible under Code Section 170.

8.03 LOANS PROHIBITED

Loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, or prohibited by the Council exempt from Federal income tax under the Code may not be made by the Council to its Directors, officers, employees, or to any other Council, firm, association, or other entity in which one or more of its directors, officers, or employees is a director, officer, employee or holds a substantial financial interest. A loan made in violation of this Section is a violation of the duty to the Council of the Directors and officers authorizing it or participating in it, but the obligation of the borrower with respect to the loan may not be affected hereby.

ARTICLE IX - INDEMNIFICATION AND INSURANCE

9.01 INDEMNIFICATION

The Council shall indemnify its directors and officers to the fullest extent permitted by law

9.02 INSURANCE

The Council may purchase and maintain insurance on behalf of any Director, officer, employee or agent of the Council, or on behalf of any person serving at the request of the Council as a Director, officer, employee or agent of another Council, partnership, joint venture, trust, or other enterprise against any liability asserted against that person and incurred by that person in any such Council, whether or not the Council has the power to indemnify that person against liability for any of those acts.

ARTICLE X - DISSOLUTION

10.01 DISSOLUTION

The Council may be dissolved without judicial supervision by adopting a resolution to dissolve, which must be approved by City of Pompano Beach or the Pompano Economic Group. In the event of dissolution, the residual assets of the Council shall be turned over to one or more organizations which themselves are exempt from federal income taxes organizations described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States Internal Revenue Law.

ARTICLE XI - NON-STOCK BASIS

11.01 NON-STOCK BASIS

This Council shall have no capital stock.

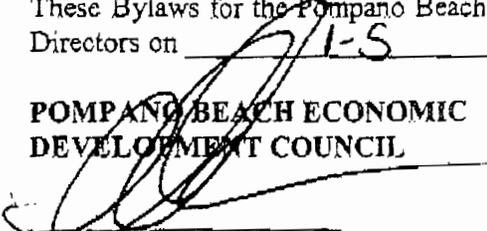
ARTICLE XII - COUNCIL SEAL

12.01 FORMS

The seal of the Council shall have the name of the Council, the State, the year of its inception and the words "Council Seal" inscribed thereon.

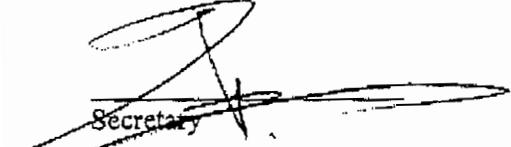
These Bylaws for the Pompano Beach Economic Development Council are hereby adopted by the Board of Directors on 7-1-5, 2007.

**POMPANO BEACH ECONOMIC
DEVELOPMENT COUNCIL**



Chairperson

Attested and Certified:



Secretary

Name	Address	District	Phone	Appointed	Expires	Reso No.
VACANCY					12/14/2014	
Comr. Phillips' Appointment					Walker Term	
VACANCY					1/13/2015	
Comr. Moss' Appointment					Rawls Term	
VACANCY					1/13/2015	
Comr. Dockswell's Appointment					Fitzgerald Term	
VACANCY					9/30/2017	
Vice Mayor Burrie's Appointment					Dodie Term	
VACANCY					1/13/2015	
Comr. Hardin's Appointment					Usman Term	
Gisla Bush - Recording Secretary	City Hall		954-786-4676			

Meets: Fourth Monday of each month @ 5:15pm in the City Commission Chambers Conference Room

Meeting Date: February 10, 2015

Agenda Item 6

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
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SHORT TITLE APPOINTMENT TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC.

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **VINCE JOHNSON** TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 10, 2018; 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>1/27/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	_____	<u>[Signature]</u>

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING VINCE JOHNSON TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 10, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Vince Johnson is well qualified to serve as a member of the Pompano Beach Economic Development Council, Inc. 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 Vince Johnson is hereby appointed to the Pompano Beach Economic Development Council, Inc., as appointee of Commissioner Edward Phillips for a term of three (3) years; said term to expire on February 10, 2018.

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 OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2015 JAN 30 PM 2:35
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: Vince Johnson
(Optional)

Residence Information:

Home Address: 671 N.W. 18 Court
City/State/Zip: Pompano Beach, Florida, 33060
Home Phone: 754-234-5844 Cell Phone: 754-234-5844
Email: vjohnson357@hotmail.com Fax: _____

Business Information:

Employer/Business Name: Broward Health Community Health Svcs
Current Position / Occupation: Outreach Services Manager
Business Address: 1625 SE 3rd Avenue, 5th Floor, Fort Lauderdale FL 3331
City/State/Zip: Fort Lauderdale, Florida, 33316
Business Phone: (954) 320-2846 Fax: (954) 355-4936 Email: vjohnson@browardhealth.org

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: N/A

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

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

Experience: See Attachment A

Past Positions: See Attachment A

Hobbies: See Attachment A

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

Signature: *Vin Z. Joh*

Date: 1/30/2015

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.

Vince L. Johnson, MPH
Manager, Outreach Services
Broward Health Community Health Services

As a native of South Florida, Vince Johnson, has made an indelible mark in the non-profit sector that has left a longstanding, positive impact within our local community. In his role at The Broward Alliance as Vice President of Business and Industry Services, Vince positioned and negotiated economic incentive transactions that provided benefit to private and public sector organizations affiliated with The Broward Alliance that successfully launched or expanded their presence in Broward County.

Taking on an even bigger challenge in his executive career, Vince accepted an appointment as Manager of Outreach Services in Broward Health's Community Health Services Division; whereby, he oversees community outreach efforts of this division of Broward Health, locally.

Bringing to bear a wealth of experience acquired from former positions at Nova Southeastern University's Community Mental Health Center, Sunshine Health Center, and The Broward County Minority Builders Coalition, Vince is well known throughout South Florida and viewed as a strategic leader in business, economic development and health care circles.

Vince has a Bachelors of Science that he received from Morehouse College located in Atlanta, Ga.; a Masters in Public Health — with an emphasis on policy and administration — obtained at Florida International University in Miami, Florida, and has also completed additional post graduate studies with a certification in managed care at Nova Southeastern University located in Davie, Florida.

Active in the community in a variety of capacities, Vince is a member of the Leadership Broward Class XX, Kappa Alpha Psi, Small Biz CEDC and still acts in an advisory capacity with various community leaders in Broward County. Vince also maintains alliances with Morehouse College and Florida International University, and is a member of the institutions' Alumni Associations.

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NO. 97-181 WHICH APPROVED AND SUPPORTED THE CREATION OF A PUBLIC/PRIVATE ORGANIZATION KNOWN AS THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL TO DELETE CERTAIN QUALIFICATIONS NEEDED FOR CITY APPOINTEES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach supports economic development within all sectors of the City relating to expansion of the tax base, creation of jobs, attraction of new business, and retention and growth of existing businesses; and

WHEREAS, the City Commission approved City Resolution No. 97-181 which expressed support for creation of the Pompano Beach Economic Development Council; and

WHEREAS, City Resolution No. 97-181 also supported that City appointees be members of certain City boards; and

WHEREAS, the City Commission desires to delete City appointee membership qualifications and conform to the present by-laws of the said economic council; now, therefore,

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

SECTION 1. That City Resolution No. 97-181 be and the same is hereby amended as follows:

SECTION 2. The City Commission of the City of Pompano Beach supports the creation and implementation of a public/private organization to be known as the "Pompano Beach Economic Development Council" and to be

established for the purpose of improving economic development within the City. In order to accomplish the economic development in all sectors of the City, the City approves of a fifteen (15) member Board of Directors for the Council of which five (5) will be appointed by the Greater Pompano Beach Chamber of Commerce Economic Group, and five (5) City appointments of which two (2) shall be members of the City's Industrial Advisory Board, two (2) shall be members of the City's Planning and Zoning Board and one (1) shall be a member of the Community Appearance Board. Five (5) additional appointees will be selected for expertise in the related fields and shall be elected by the first ten (10) members. Upon the establishment and selection of the said Board of Directors, the City of Pompano Beach will support the Pompano Beach Economic Development Council as it deems proper, upon request and report of the Council.

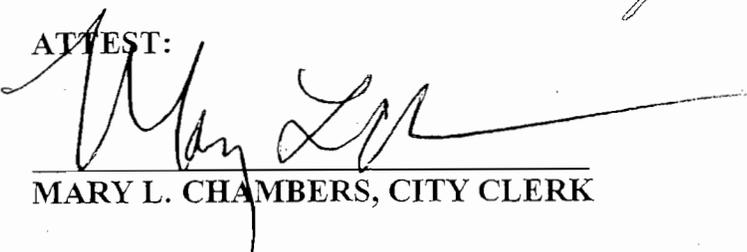
SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of February, 2007.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/29/07
l:reso/2007-119

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND SUPPORTING THE CREATION OF A PUBLIC/PRIVATE ORGANIZATION TO BE KNOWN AS THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL AND TO BE ESTABLISHED FOR THE PURPOSE OF PROMOTING ECONOMIC DEVELOPMENT WITHIN THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach supports economic development within all sectors of the City relating to expansion of the tax base, creation of jobs, attraction of new business, and retention and growth of existing businesses; and

WHEREAS, the City Commission has recognized the value of the various recommendations contained in the report of the Visioning Process Development Committee, and

WHEREAS, the Visioning Process Development Sub-Committee more specifically recommended that its plan be implemented by the formation of a public/private committee; and

WHEREAS, the City Commission desires to continue and improve the City's business environment; and

WHEREAS, the business community has indicated a desire to participate in the economic development process which could be furthered by the development of a public/private committee; now, therefore,

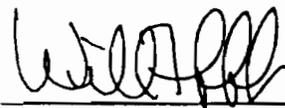
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and are hereby confirmed by the City Commission.

SECTION 2. The City Commission of the City of Pompano Beach supports the creation and implementation of a public/private organization to be known as the "Pompano Beach Economic Development Council" and to be established for the purpose of improving economic development within the City. In order to accomplish the economic development in all sectors of the City, the City approves of a fifteen (15) member Board of Directors for the Council of which five (5) will be appointed by the Pompano Economic Group, five (5) City appointments of which two (2) shall be members of the City's Industrial Advisory Board, two (2) shall be members of the City's Planning and Zoning Board and one (1) shall be a member of the Community Appearance Board. Five (5) additional appointees will be selected for expertise in the related fields and shall be elected by the first ten (10) members. Upon the establishment and selection of the said Board of Directors, the City of Pompano Beach will support the Pompano Beach Economic Development Council as it deems proper, upon request and report of the Council.

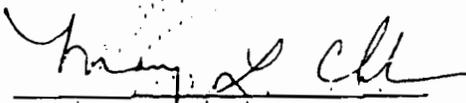
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of July, 1997.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

GBL/jm:
7/8/97
I:reso/97-330.

**BY-LAWS OF THE POMPANO BEACH
ECONOMIC DEVELOPMENT COUNCIL**

ARTICLE I - IDENTITY

1.01 NAME

The name of the entity is the **POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL** (the "Council")

1.02 MAILING ADDRESS

The mailing address of the Council is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, and the Council may have such places of business as the Board of Directors may designate from time to time.

1.03 NON-PROFIT OPERATION

The Council shall be operated exclusively for purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or comparable provisions of subsequent legislation (herein the "Code") and shall operate as a Council not-for-profit. No director of the Council shall have any title to or interest in the property or earnings in his individual or private capacity and no part of the net earnings of the Council shall inure to the benefit of any trustee, director, officer or any member or individual.

1.04 PURPOSE

1.4.1 The purpose for which this Council is formed, organized and shall always be operated is for the purposes of receiving and administering funds and operating exclusively within the meaning and parameters of Section 501(c)(6) of the Internal Revenue Code of 1986 or comparable provisions of subsequent legislation, and specifically to promote economic development and investment in the City of Pompano Beach. This Council is intended to be an entity which is separate, independent and autonomous from the City of Pompano Beach and is not intended to exist or be construed as an agency or arm of the City of Pompano Beach. The principal purpose of this Council is the planning, encouragement, support and promotion of economic development and growth through the attraction of new business and industries to the City of Pompano Beach and the retention and expansion of existing business and industries within the City of Pompano Beach for the benefit of the residents of the City of Pompano Beach.

1.4.2 In carrying out this principal purpose, this Council shall engage in the following activities in furtherance of one or more of the Council's exempt purposes, which activities shall collectively constitute the character of affairs of the Council which the Council intends to conduct in the State of Florida:

(1) Aiding the Pompano Beach community and South Florida geographical area by attracting new businesses and industry to the City of Pompano Beach;

(2) Promoting and encouraging the development, retention and expansion of existing businesses and industry in the City of Pompano Beach;

(3) Planning, fostering, encouraging, supporting and promoting of economic development and growth in the city of Pompano Beach in an effort to expand the local tax base, increase local employment, and improve the general welfare, prosperity and quality of life of the residents of the City of Pompano Beach;

(4) Soliciting, receiving or generating funds from any source not inconsistent with the purposes of this Council and soliciting, receiving or generating contributions, grants, gifts or subventions from persons, entities or any unit or agency of government;

(5) Doing and performing any and all acts as may be necessary and/or appropriate in order to carry out the stated purposes of the Council.

1.4.3 Pecuniary profit, gain or private advantage is not and shall not be the object of this Council or its officers and directors. No part of the net earnings of this Council shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons.

1.4.4 The Council shall exercise only those powers that may be granted or permitted to not-for-profit corporations pursuant to Chapter 617, et. seq., Florida Statutes and to tax-exempt entities pursuant to Section 501(c)(6) of the Internal Revenue Code. This Council shall be prohibited from carrying on non-exempt activities beyond the permissible limits of Section 501(c)(6) of the Internal Revenue Code.

ARTICLE II - BOARD OF DIRECTORS

2.01 GENERAL POWERS OF THE BOARD

All Council powers shall be exercised by or under the authority of the Board of Directors (herein "Board of Directors") and the management and affairs of the Council shall be controlled by the Board of Directors, which is the governing body of the Council. The Board of Directors shall have charge, control and management of the business, property and affairs of the Council and shall have the power and authority to do and perform all acts and functions permitted for an organization as described in 501(c)(6) of the Internal Revenue Code which are not inconsistent with these Bylaws or the laws of the State of Florida.

2.02 EMERGENCY POWERS OF THE BOARD

In anticipation of or during any emergency, if a majority of the Board of Directors cannot readily be assembled because of some catastrophic event, then a majority of the Directors that can be assembled shall have the power and authority to do and perform all acts and functions, permitted for an organization described in Section 501(c)(6) of the Code and Section 617.0303, Florida Statutes, as amended, or subsequent legislation not inconsistent with these Bylaws, or the laws of the State of Florida.

2.03 NUMBER OF DIRECTORS

Except as otherwise provided in these Bylaws, the direction and management of the affairs of the Council shall be vested in a Board of Directors which shall consist of seventeen (17) directors.

2.04 QUALIFICATIONS OF DIRECTORS

Directors must be natural persons who are residents of Florida and are eighteen (18) years of age or older. Directors need not be residents of the City of Pompano Beach, Florida, but must have or represent business interests in the City of Pompano Beach. In addition, each person serving as a director must meet the criteria established elsewhere in these By-Laws.

2.05 APPOINTMENT AND COMPOSITION OF DIRECTORS

Due consideration shall be given to appoint Directors that represent small employers in Pompano Beach, major employers in Pompano Beach, representatives from the non-residential real estate industry including,

without limitation, representatives of industrial parks, office parks, or retail shopping centers located within the Council limits of the City of Pompano Beach, developers, general contractors, architects, engineers, attorneys, commercial real estate brokers; and representatives of the investment banking industry. Due consideration shall also be given to the ethnic background and gender of candidates for the Board of Directors to help ensure that the Council meets or exceeds its goals and objectives with equal opportunity for qualified candidates.

Members of the Board of Directors of the Council shall be elected or appointed as follows:

- (a) **City Commission of Pompano Beach Appointees:** The City Commission of the City of Pompano Beach shall appoint five (5) directors to the Board of Directors as follows: each Commissioner shall have the power to appoint one (1) director to the Board of Directors using the criteria above as a guideline for each Commission appointee.
- (b) **The Greater Pompano Beach Chamber of Commerce:** The Greater Pompano Beach Chamber of Commerce shall appoint five (5) directors to the Board of Directors using the criteria above as a guideline for each Chamber appointee.
- (c) **Board of Directors Appointees:** The Board of Directors shall appoint five (5) directors to the Board of Directors using the criteria above as a guideline for each Board appointee.
- (d) **Community Redevelopment Area(CRA) Advisory Board Chairpersons.** The current Chairperson of each CRA Advisory Board shall serve as a Director on the Board of Directors of the Council and shall resign from the Council at the end of his/her term as Chairperson. Each CRA Advisory Board Chairperson shall be eligible to vote but will not be eligible to serve as Officers of the Council according to Article IV "Officers" herein.

2.06 TERM OF OFFICE

Each Director shall serve his term of office and until his successor shall have been duly elected and qualified. In order to achieve staggered terms of directors:

- (a) The five (5) initial appointments of the City Commission of the City of Pompano Beach shall consist of two (2) appointment for a three (3) year term, two (2) appointments for a two (2) year term and one (1) appointments for a one (1) year term;
- (b) The five (5) initial appointments of the Pompano Economic Group shall consist of two (2) appointments for a three (3) year term, one (1) appointment for a two (2) year term, and two (2) appointments for a one (1) year term;
- (c) The five (5) initial appointments of the Council's Board of Directors shall consist of one (1) appointment for a three (3) year term, two (2) appointments for a two (2) year term, and two (2) appointments for a one (1) year term; and

Thereafter, all appointments shall be for three (3) year terms or to fill the remaining portions of a term in the event of a vacancy.

Terms of Directors shall commence upon October 1st of each year and shall terminate on September 30th of the last year of each Director's respective term, unless such term of office is terminated earlier because such director no longer meets any of the criteria set forth in these By-Laws, although the first year of the

terms of the initial Board of Directors shall expire September 30, 1998.

The term of each director appointed by the City of Pompano Beach Industrial Advisory Board, by the Planning and Zoning Board/Local Planning Agency, or by the Community Appearance Board automatically terminates when said director is no longer a director of said Board. The term of each director appointed by the Pompano Economic Group, which appointment is contingent upon that person's membership in the Pompano Economic Group, may be terminated by the Pompano Economic Group at any time that such person is not a member of the Pompano Economic Group.

The term of office of any director who fails to attend three consecutive regular meetings of the Council, or who fails to attend at least two-thirds of the regular meetings of the Council in any consecutive twelve-month period, shall, at the discretion of the Board of Directors, be terminated unless such director is reinstated by the Board of the Council in the same manner as for the filling of a vacancy on the Board. Termination a director's term in this manner who was appointed by the City of Pompano Beach is effective upon ratification by the City of Pompano Beach Commission. Termination a director's term in this manner who was appointed by the Pompano Economic Group is effective upon ratification by the Pompano Economic Group.

2.07 EX-OFFICIO DIRECTORS

The Board of Directors shall appoint as many ex-officio directors as is deemed necessary to serve as consultants of the Board of Directors and to strengthen and facilitate relationships between the Council, the business community, public entities, and public/private entities, for a term to be determined by the Board of Directors. Ex-officio directors shall not have the power to vote or manage the affairs of the Council but shall act in an advisory capacity only. Failure to give ex-officio directors notice of the time and place of regular and special meetings of the Board of Directors shall not affect any action taken by the Board of Directors at such meetings. Ex-officio directors may include the following:

- (i) current local manager of Florida Power and Light,
- (ii) current local manager of Bell-South;
- (iii) current administrator of North Broward Medical Center or other hospital located within or on the periphery of the City of Pompano Beach;
- (iv) current member representative from the Broward County School Board;
- (v) current member representative from the Broward Economic Development Council;
- (vi) current member representative of the Broward County Commission;
- (vii) City Manager of the City of Pompano Beach
- (viii) President of the Greater Pompano Beach Chamber of Commerce
- (ix) representative from an accredited college or university located in Dade, Broward or Palm Beach County, Florida.

2.08 ANNUAL MEETING

The annual meeting of the Board of Directors shall be during the monthly meeting each October, or as close

thereto as may be advisable, unless changed by a unanimous vote of the Board of Directors at any meeting thereof, at such time and place as the Board of Directors shall from time to time determine, for the transaction of such business as may lawfully come before the meeting. It shall be the duty of the Secretary of the Council to give seven (7) calendar days notice of the time, place and date of the annual meeting to each director and to the Pompano Beach City Commission and the Pompano Economic Group.

2.09 REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held on such dates and at such times and places as the Board of Directors shall from time to time determine, for the transaction of such business as may lawfully come before each such meeting. It shall be the duty of the Secretary of the Council to give at least seven (7) calendar days notice of the time, place and date of each regular meeting to each Director.

2.10 SPECIAL MEETINGS

Special meetings of the Board of Directors shall be held whenever called by the Secretary of the Council upon the direction of the Chairperson of the Board of the Council or upon the request of any four (4) Directors. Special meetings may be held within or without the State of Florida. It shall be the duty of the Secretary of the Council to give notice of a special meeting to each Director at least seven (7) calendar days prior to the date of the meeting and include the date, time and place of the meeting.

2.11 NOTICE OF MEETINGS

Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than seven (7) calendar days nor more than fourteen (14) calendar days before the scheduled date of the meeting. The notice shall be delivered personally or by first class mail by or at the direction of the Chairperson of the Board, the Secretary or the officer or persons calling the meeting to each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Council, with postage thereon prepaid.

2.12 COMPENSATION

Directors shall receive no compensation for their services on the Board of Directors. This shall not prevent the Council from purchasing insurance as provided in Article VIII or from reimbursing any Director for expenses actually and necessarily incurred in the performance of his duties as a Director as such expenses are authorized by the Board of Directors.

2.13 RESIGNATIONS

A Director may resign at any time by delivering written notice to the Board of Directors or its Chairperson. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is given which is effective at a latter date, then the Board of Directors may fill the pending vacancy before the effective date as provided in these By-Laws, if the Board of Directors provides that the successor does not take office until the effective date.

2.14 REMOVAL OF DIRECTORS

Any director may be removed either with or without cause by a vote of a majority of the Board of Directors. Notice of intent to vote on a recommendation to remove a Director must be provided to all directors at least five (5) business days prior to the meeting at which the vote will be taken. Removal of a director who was

appointed by the City of Pompano Beach is effective upon ratification by the City of Pompano Beach Commission. Removal of a director who was appointed by the Pompano Economic Group is effective upon ratification by the Pompano Economic Group.

2.15 FILLING OF VACANCIES

Vacancies other than those caused by an increase in the number of Directors shall be filled by appointment by the City Commission of the City of Pompano Beach or the Pompano Economic Group or the Board of Directors, according to which place becomes vacant. Vacancies reducing the number of Directors to less than three (3) shall be filled before the transaction of any other business. Upon the resignation of a Director tendered to take effect at a future time, the City Commission of the City of Pompano Beach or the Pompano Economic Group or the Board of Directors, according to which place becomes vacant, may appoint a successor to take office when the resignation becomes effective. Any vacancy occurring in the Board of Directors, including any vacancy resulting from an increase in the number of Directors, shall be filled by the appropriate appointing body to complete the current term.

2.16 DIRECTOR CONFLICTS OF INTEREST

2.16.1 No contract or other transaction between a Council and one or more of its directors or any other company, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if:

(a) The fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;

(b) The fact of such relationship or interest is disclosed or known to the members entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; or

(c) The contract or transaction is fair and reasonable as to the Council at the time it is authorized by the board, a committee or the members.

2.16.2 Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

2.16.3 The failure of a Director to disclose the nature of his interest to the Board of Directors shall constitute grounds for removal of the Director.

2.17 STANDING RULES

The Board of Directors shall determine parliamentary procedures to be observed during meetings. Such determination shall be passed by resolution.

2.18 QUORUM AND ACTION

A simple majority of the number of all directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A director shall be deemed present at a meeting of the Board of Directors if a conference telephone or similar communications equipment, by means of which all persons

participating in the meeting can hear each other, is used. Except as otherwise provided by Statute, by the Articles of Incorporation, or by these By-Laws, the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

2.19 PRESUMPTION OF ASSENT

A director of the Council who is present at a meeting of the Board of Directors at which action or any Council matter is taken shall be presumed to have assented to the action unless he or she votes against such action. Only a director with a conflict of interest (as set forth in these By-Laws) with regard to any matter may abstain from voting in respect thereto.

2.20 ACTION WITHOUT A MEETING

Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and filed in the minutes of the proceedings of the Board of Directors.

ARTICLE III - EXECUTIVE AND OTHER COMMITTEES

3.01 CREATION OF COMMITTEES

The Board of Directors may, by resolution passed by a majority of the whole Board:

(a) Designate an Executive Committee and one or more other committees, each of which committees must have at least two (2) members;

(b) Designate one or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee;

(c) Appoint as ex-officio members of any committee persons who are neither members of the Board of Directors nor members of the Council to serve as consultants. The ex-officio committee members shall be entitled to attend the meetings of their committee; however, they shall not have the power to vote or any other power.

3.02 EXECUTIVE COMMITTEE

The Executive Committee shall consult with and advise the officers of the Council in the management of its affairs and may exercise, to the extent provided by resolution of the Board of Directors which creates such Executive Committee, such powers of the Board of Directors as lawfully can be delegated by the Board. During times of emergency, the Executive Committee may act on its own and the Board of Directors shall vote in order to have the Executive Committee's actions ratified at the next regular meeting of the Board of Directors.

3.03 OTHER COMMITTEES

Other committees shall have such functions and may exercise such powers of the Board of Directors as lawfully can be delegated, to the extent provided by resolution creating such committees.

3.04 OPERATION

The sections of these Bylaws that govern meetings, notice and waiver of notice, quorum and voting, and

action without a meeting of the Board of Directors apply to committees and their members as well.

3.05 MINUTES

Committees may keep regular minutes of their proceedings and report to the Board of Directors when required or when requested by the Board.

3.06 PROHIBITED ACTIVITIES OF ANY COMMITTEES

No committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by law to be approved by members.
- (b) Designate candidates for the office of Director, for purposes of proxy solicitation or otherwise;
- (c) Fill vacancies in the Board of Directors or any committee thereof;
- (d) Amend the Bylaws; or
- (e) Authorize or approve qualifications for members.

ARTICLE IV - OFFICERS

4.01 OFFICERS

The officers of this Council shall be a Chairperson of the Board, Vice Chairperson, and Secretary. All officers shall be chosen from the Directors of the Council as specified in Article II, 2.05(a),(b) and (c), but CRA Advisory Board Chairpersons as specified in Article II, 2.05 (d) shall not be eligible to serve as officers of the Council.

Any two (2) or more offices may be held by the same person except for the office of the Executive Director. A failure to elect any of the aforesaid officers shall not affect the existence of the Council. Ex-officio members of the Board of Directors may not serve as officers.

4.02 ELECTION AND TERM OF OFFICE

Officers of the Council shall be elected for a term of one (1) year (or until their successors have been duly elected and qualified) by the Board of Directors at its annual meeting. The initial term of the officers of the Council shall expire on September 30, 1998, unless earlier terminated as provided in these By-laws. If the election of officers shall not be held at such meeting, then such election shall be held as soon thereafter as possible. Each officer shall hold office until his successor has been duly elected and shall have qualified, or until his death, resignation, or removal from office. In no event shall a person be appointed as an officer for more than four (4) consecutive terms. A person who has served as an officer, for four (4) consecutive terms may be re-appointed as an officer after a one (1) year lapse of time from serving as an officer.

4.03 RESIGNATION AND REMOVAL

4.3.1 An officer may resign at any time by delivering notice to the Board of Directors. A resignation is effective when delivered, unless the notice specifies a later effective date. If a resignation is made effective at

a later date and the Council accepts the future effective date, then the Board of Directors may fill the pending vacancy before the effective date, if the Board of Directors provides that the successor does not take office until the effective date.

4.3.2 The Board of Directors may remove any officer at any time with or without cause by a vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors.

4.04 VACANCIES

A vacancy in any office because of resignation, removal, death or otherwise, may be filled by the Board of Directors for the unexpired portion of the term or until a permanent successor is elected.

4.05 CHAIRPERSON OF THE BOARD

4.5.1 The Chairperson of the Board shall be the Chief Executive Officer of the Council. He shall have general executive powers, including all powers required by law to be exercised by a president of a Council as such, as well as the specific powers conferred by these Bylaws or by the Board of Directors. The Chairperson of the Board shall preside at all meetings of the Board of Directors.

4.06 VICE CHAIRPERSON

4.6.1 In the absence of the Chairperson of the Board or in the event of his death, disability or refusal to act, the Vice Chairperson shall perform all of the duties of the Chairperson of the Board and when so acting, such Vice Chairperson shall have all the power of and be subject to all the restrictions upon the Chairperson of the Board. The Vice Chairperson shall have general executive powers as well as the specific powers conferred by these Bylaws. The Vice Chairperson shall also have such further powers and duties as may be conferred upon or assigned to herein by the Board of Directors or the Chairperson of the Board from time to time.

4.07 SECRETARY

The Secretary shall:

- (a) Review the draft of the minutes of meetings of the Board of Directors and members;
- (b) Authenticate records of the Council;
- (c) Keep the minutes of the proceedings of the Board of Directors and the members in one or more books provided for that purpose;
- (d) See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- (e) Be custodian of the Council records and of the seal of the Council and see that the seal of the Council is affixed to all documents the execution of which on behalf of the Council under its seal is duly authorized;
- (f) Be the registrar of the Council; and
- (g) In general, perform all duties incident to the office of Secretary and such other duties as may be assigned to him or her by the Board of Directors from time to time.

4.08 DELEGATION OF DUTIES

In the case of the absence of an officer of the Council or for any other reason that the Board of Directors may deem sufficient, the Board may delegate the powers and duties of such officer to any other officer or officers or to any Director or Directors or to any other individual or individuals.

4.09 SALARIES OF OFFICERS

4.09.1 By resolution of the Board of Directors, the officers may be paid their properly documented, reasonable expenses incurred in connection with the performance of their duties as officers, if any.

4.09.2 The officers of the Council shall not be entitled to any compensation for services rendered in their capacity as officers to the Council.

ARTICLE V - EXECUTION OF INSTRUMENTS

5.01 AUTHORITY FOR EXECUTION OF INSTRUMENTS

Formal contracts of the Council, promissory notes and other evidences of indebtedness and other Council documents shall be signed by the Chairperson and one other officer unless otherwise specifically determined by the Board of Directors, or otherwise required by law. Unless expressly authorized by these Bylaws or the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Council by any contract or engagement or to pledge its credit or to render it pecuniarily liable for any purpose or in any amount.

ARTICLE VI - FISCAL YEAR

6.01 FISCAL YEAR

The fiscal year of the Council shall begin on the first day of October and end on the last day in September of each year.

ARTICLE VII - COUNCIL RECORDS, REPORTS AND SEAL

7.01 RECORDS

The Council shall keep as permanent records minutes of all meetings of its Board of Directors, a record of all actions taken by the Board of Directors without a meeting, and a record of all actions taken by any committee of the Board of Directors in place of the Board of Directors on behalf of the Council. The Council shall maintain accurate accounting records. The Council shall maintain its records in written form or in some other form capable of conversion into written form within a reasonable time.

ARTICLE VIII - PROHIBITED ACTIONS AND ACTIVITIES

8.01 DIVIDENDS PROHIBITED

The Board of Directors of the Council may not declare or pay dividends in cash or property to any member, Director or officer, and no part of the net income of the Council shall otherwise be distributed to or inure to the benefit of any officer or Director, except as authorized in these By-laws.

8.02 PROHIBITED ACTIVITIES

8.2.1 Notwithstanding any other provision of these Bylaws, the Council shall not carry on any activities not permitted to be carried on:

- (a) By a Council exempt from Federal income tax under 501(c)(6) of the Code; or
- (b) By a Council, contributions to which are deductible under Code Section 170.

8.03 LOANS PROHIBITED

Loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, or prohibited by the Council exempt from Federal income tax under the Code may not be made by the Council to its Directors, officers, employees, or to any other Council, firm, association, or other entity in which one or more of its directors, officers, or employees is a director, officer, employee or holds a substantial financial interest. A loan made in violation of this Section is a violation of the duty to the Council of the Directors and officers authorizing it or participating in it, but the obligation of the borrower with respect to the loan may not be affected hereby.

ARTICLE IX - INDEMNIFICATION AND INSURANCE

9.01 INDEMNIFICATION

The Council shall indemnify its directors and officers to the fullest extent permitted by law

9.02 INSURANCE

The Council may purchase and maintain insurance on behalf of any Director, officer, employee or agent of the Council, or on behalf of any person serving at the request of the Council as a Director, officer, employee or agent of another Council, partnership, joint venture, trust, or other enterprise against any liability asserted against that person and incurred by that person in any such Council, whether or not the Council has the power to indemnify that person against liability for any of those acts.

ARTICLE X - DISSOLUTION

10.01 DISSOLUTION

The Council may be dissolved without judicial supervision by adopting a resolution to dissolve, which must be approved by City of Pompano Beach or the Pompano Economic Group. In the event of dissolution, the residual assets of the Council shall be turned over to one or more organizations which themselves are exempt from federal income taxes organizations described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended or the corresponding provisions of any future United States Internal Revenue Law.

ARTICLE XI - NON-STOCK BASIS

11.01 NON-STOCK BASIS

This Council shall have no capital stock.

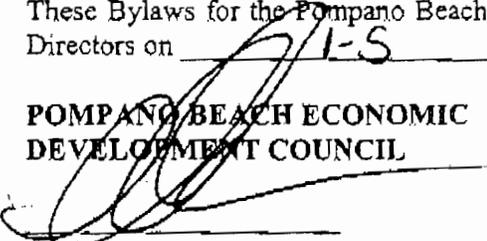
ARTICLE XII - COUNCIL SEAL

12.01 FORMS

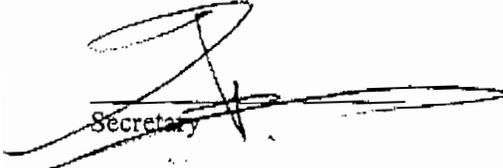
The seal of the Council shall have the name of the Council, the State, the year of its inception and the words "Council Seal" inscribed thereon.

These Bylaws for the Pompano Beach Economic Development Council are hereby adopted by the Board of Directors on 7-1-5, 2008.

**POMPANO BEACH ECONOMIC
DEVELOPMENT COUNCIL**


Chairperson

Attested and Certified:


Secretary

Name	Address	District	Phone	Appointed	Expires	Reso No.
VACANCY					12/14/2014	
Comr. Phillips' Appointment					Walker Term	
VACANCY					1/13/2015	
Comr. Moss' Appointment					Rawls Term	
VACANCY					1/13/2015	
Comr. Dockswell's Appointment					Fitzgerald Term	
VACANCY					9/30/2017	
Vice Mayor Burrie's Appointment					Dodie Term	
VACANCY					1/13/2015	
Comr. Hardin's Appointment					Usman Term	
Gisla Bush - Recording Secretary	City Hall		954-786-4676			

Meets: Fourth Monday of each month @ 5:15pm in the City Commission Chambers Conference Room

Meeting Date: February 10, 2015

Agenda Item

7

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
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SHORT TITLE APPOINTMENT TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **M. DWIGHT EVANS** TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; 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>1/30/15</u>	<u>Approve</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>		<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 M. DWIGHT EVANS TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, M. Dwight Evans is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency 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 M. Dwight Evans is hereby appointed to the Planning and Zoning Board/Local Planning Agency as appointee of Commissioner Edward Phillips, which, term shall run concurrently with the term of the member of the City Commission.

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
OFFICE OF THE CITY CLERK
2014 JUL -7 PM 2:54

**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

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: M. DWIGHT EVANS
(Optional)

Residence Information:

Home Address: 624 N. W. 17th Avenue
City/State/Zip: Pompano Beach, Florida 33069
Home Phone: Cell Phone is best contact number. Cell Phone: (954) 263-9590
Email: evansmdwight@aol.com Fax: (954) 933-7374

Business Information:

Employer/Business Name: Social Security Administration
Current Position / Occupation: Disability Adjudication and Review Officer
Business Address: 500 East Broward Boulevard
City/State/Zip: Fort Lauderdale, Florida 33311
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No

Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5

Do you own real property in Pompano Beach? Yes No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: P & Z /LPA. Bd. To 1996.

**Please make a check next to the
Advisory Boards/Committees you**

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

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

(In addition a Resume may be attached)

Education: B. S. Degree, Political Science; M.S. Degree, Planning; J.D. Degree. _____

Experience: 28 Years Active and Reserve Duty as United States Naval Officer; Current Disability Hearing and Review Officer, SSA: Assistant, State Attorney's Office; Assistant, City Planner's Office; Regional Director, Community Action Migrant Program.

Past Positions: City of Pompano Beach's Planning and Zoning Board / Local Planning Agency, approximately 1990 to 1996.

Hobbies: Tennis; Exercising; Church Activities; Community Activities of Omega Psi Phi Fraternity, Inc.; Enjoying Grand Children; Service to Senior Citizens; Veteran Activities.

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

Signature: _____

McWhight Board

Date: _____

23 June 2014

Initials of Clerk or Deputy: _____

AA

Date received or confirmed: _____

7/7/14

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

M. DWIGHT EVANS
1565 N. W. 3RD TERRACE
POMPANO BEACH, FLORIDA 33060
(Mailing Address)
Phone#: (954) 263-9590
evansmdwight@aol.com
FAX#: (954) 933-7374

23June 2014

The Honorable Woodrow "Woody" Poitier
Commissioner, District Four
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

RE: Application for Advisory Board, City of Pompano Beach, Florida.

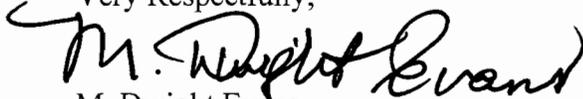
Dear Commissioner Poitier:

Please find enclosed my application for your consideration for appointment to an Advisory Board for The City of Pompano Beach, Florida.

I sincerely apologize for the great delay, but many, many matters have been out-of-order since my family's loss.

I am always available to answer any questions you might have.

Very Respectfully,


M. Dwight Evans

TAKEN FROM THE CITY OF POMPANO BEACH
REVISED ZONING CODE

155.2204. PLANNING AND ZONING BOARD (P&Z)

A. Establishment

The Planning and Zoning Board (P&Z) is hereby established in accordance with state law.

B. Powers and Duties

The P&Z shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

To review and decide the following applications for a development permit:

- a. Major Site Plan (Sec. 155.2407); and
- b. Major Administrative Adjustment (Sec. 155.2421).

2. Make Recommendations on Applications for Development Permit

To review and make a recommendation on the following applications for a development permit:

- a. Text Amendment (Sec. 155.2402);
- b. General Map Amendment (Rezoning) (Sec. 155.2403);
- c. Site-Specific Map Amendment (Rezoning) (Sec. 155.2404);
- d. Planned Development (Sec. 155.2405);
- e. Plat (Sec. 155.2410);
- f. Interim Use Permit (Sec. 155.2415);
- g. Development Agreement (Sec. 155.2427);
- h. Takings or Vested Right Determination (Sec. 155.2429) [placeholder]; and
- i. Right-of-Way of Easement Vacation or Abandonment (Sec. 155.2431).

3. Other Powers and Duties

- a. To act as the city's local planning agency and assume general responsibility for conduct of the city's comprehensive planning program;
- b. To work in conjunction with the Development Services Director and other city staff to prepare the city's comprehensive plan and plan amendments, and to make final recommendations to the City Commission regarding the adoption or amendment of the plan;
- c. To monitor and oversee the effectiveness and status of the comprehensive plan, make recommendations to the City Commission regarding necessary changes to the plan, work with the Development Services Director and other city staff to prepare periodic evaluation and appraisal reports assessing the city's progress in implementing its comprehensive plan in accordance with Florida Statutes (Sec. 163.3191, Fla. Stat.), and make recommendations to the City Commission regarding adoption of the report;
- d. To promote public interest in an understanding of the comprehensive plan and the city's planning, development regulation, and community development programs;
- e. To annually submit to the City Commission, not less than 90 days before the beginning of the budget year, a prioritized list of recommended capital improvement projects deemed necessary or desirable in the next five years;
- f. To work with the Development Services Director and other city staff to prepare the official city map of streets and changes to such map, and to make recommendations to the City Commission regarding adoption or amendment of the map;
- g. To request city staff assistance in the preparation of special studies;
- h. To seek through the City Manager information from other city agencies that is pertinent to the board's work; and
- i. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. Membership, Appointment, and Terms of Office

1. Membership and Appointment

a. The P&Z shall consist of seven regular voting members and three alternate members appointed by resolution of the City Commission as a whole.

b. Appointed regular voting members shall include:

i. One member nominated by the Mayor;

ii. One member nominated by each City Commissioner from among residents of the Commissioner's district-provided, however, that a City Commissioner may nominate a person who does not reside in the City Commissioner's district on determining such person would better serve the public interest; and

iii. One member appointed by the City Commission as a whole.

c. Alternate members shall be appointed by the City Commission as a whole.

d. Each regular voting member and alternate member shall be a resident of the city.

e. The P&Z shall also include one nonvoting member appointed by the Broward County School Board, to attend those meetings at which the board considers applications for a comprehensive plan amendment (See [Chapter 154](#) (Planning) of the Code of Ordinances.), General Zoning Map Amendment (Rezoning) (See [Section 155.2403.](#)), Site-Specific Zoning Map Amendment (Rezoning) (See [Section 155.2404.](#)), or Planned Development (See [Section 155.2405.](#)) that proposes increasing the residential density of land.

f. Regular voting members and alternate members shall serve without compensation.

2. Terms

a. Regular voting members of the P&Z shall be appointed for a term which shall run concurrently with the term of the member of the City Commission who appointed them.

b. Alternate members shall be appointed for three-year, concurrent terms.

c. Regular and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the P&Z shall be authorized to assign one of the three alternate members to serve as a substitute for a regular voting member who is temporarily absent or disqualified, in accordance with the following:

a. The Chair shall rotate assignments among the alternate members unless the unavailability of alternate members makes such rotation impossible.

b. No alternate member may serve as a substitute member for a period of more than three months.

c. No more than two alternate members may serve as substitute members at any one time.

d. No alternate member may take action as a substitute member unless the Chair first announces assignment of that role and the assignment is recorded in the official minutes of the meeting.

e. When substituting for regular voting members, alternate members shall have the same powers and duties as the regular voting member they replace.

4. Removal and Replacement; Attendance

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the P&Z at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See [Section 155.2204.H.](#)). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a board member.

b. Removal for Poor Attendance

Any member of the P&Z who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a above. The Chair of the P&Z shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

5. Vacancies

Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term only, in accordance with the following:

a. A vacancy in the term of a regular voting member nominated by the Mayor or by an individual City Commissioner shall be filled with a person nominated by the Mayor or the City Commissioner, respectively.

b. A vacancy in the term of the regular voting member and alternate members appointed by the City Commission as a whole shall be filled by the City Commission as a whole.

D. Chair and Vice-Chair

1. The P&Z shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term. The Chair and Vice-Chair may be elected to successive terms without limitation.

2. The Chair shall preside over all board meetings. The Vice-Chair shall preside over board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the P&Z shall vote to determine who shall serve as acting Chair for the meeting.

E. Staff

The Development Services Director shall serve as the professional staff liaison to the P&Z, provide it with administrative support, and serve as its Secretary, notifying board members of all meetings and keeping the minutes of the meetings.

F. Meetings

1. Schedule

The P&Z shall adopt a schedule establishing the date, time, and location of regular meetings, provided that the ZBA shall meet at least once in a calendar month. The Chair may adjourn a regular meeting on determining that there are no agenda items for consideration, and may call special meetings.

2. Official Record

The P&Z shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law (Sec. 286.011, Fla. Stat.) and shall be a public record and filed with the Development Services Director.

3. Notice of Meetings

a. The Development Services Director shall provide notice of P&Z meetings to each board member at least 48 hours before the meeting.

b. Notice of all P&Z meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section [155.2305.C](#), Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the P&Z shall be open to the public.

5. Procedure

In conducting its meetings, the P&Z shall follow rules of procedure adopted in accordance with Section [155.2204.1](#), Rules of Procedure.

G. Quorum and Necessary Vote

1. Quorum

Four voting members of the P&Z shall constitute a quorum. No official business of the board shall be conducted without a quorum present.

2. Voting

An affirmative vote of the majority of P&Z members present and constituting a quorum is required for all decisions of the P&Z.

H. Disqualification from Participation and Voting Based on Conflict of Interest

1. A member of the P&Z shall not participate in the review of, or vote on, an application for a development permit if the action proposed by the application creates a conflict of interest—that is, if the action proposed by the application would inure to the special private gain or loss of the member, any principal or corporation (or a parent organization or subsidiary of such corporation) that employs or otherwise retains the services of the member, or a close relative (e.g., parent, sibling, spouse, or parent- or sibling-in-law) or business associate of the member.

2. If an objection is raised to a board member's participation in a matter based on a conflict of interest (as defined in subsection 1 above), and that member does not recuse himself or herself, the remaining members of the board present shall, by majority vote of a quorum present, determine whether the member is or is not disqualified from participating in and voting on the matter.

3. If a board member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair of the board may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2204.C.4, Removal and Replacement; Attendance.

I. Rules of Procedure

The P&Z shall adopt rules of procedure governing its procedures and operations. Copies shall be made available for public inspection in the Development Services Department.

(Ord. 2012-64, passed 9-11-12; Am. Ord. 2013-37, passed 1-22-13; Am. Ord. 2014-16, passed 1-28-14)

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO ADD A NON-VOTING REPRESENTATIVE OF THE BROWARD COUNTY SCHOOL BOARD TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY; PROVIDING FOR FUTURE APPOINTMENTS BY THE MAYOR; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3174 F.S. requires that municipalities include a representative of the Broward County School Board to be appointed as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase residential densities on subject properties; and

WHEREAS, the City Commission has passed Resolution 2003-173, effective April 22, 2003, which authorized the proper City officials to enter into an Interlocal Agreement with the School Board of Broward County, Florida, the City of Pompano Beach and various other municipalities, said Interlocal Agreement requiring that the City of Pompano Beach to include a representative of the School Board to serve on the Planning and Zoning Board/Local Planning Agency; and

WHEREAS, two public hearings, duly advertised, have been held pursuant to said published hearings and all persons so desiring had the opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach, Florida, is amended to read as follows:

§ 154.16 PLANNING AND ZONING BOARD.

(A) Creation. ~~In accordance with section 234 of the Charter,~~ There is hereby created the Planning and Zoning Board.

(B) (1) Members. There shall be seven voting members of the Planning and Zoning Board; all of which shall be city residents and ~~There shall be one non-voting member.~~ The Mayor shall nominate one voting member and each Commissioner shall nominate for appointment one voting member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining one seat shall be filled by the City Commission. Thereafter, upon expiration of a member's term, the Mayor, if the member was the mayor's appointment, or the Commissioner, if the member was the Commissioner's appointment, in whose district the vacancy occurs shall nominate for appointment, or if in the event the vacancy was the one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be of the unexpired term. The term of office of the voting members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate voting members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute for voting members on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate assignments among the three alternate members, unless unavailability of an alternate or alternates make rotation

impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any manner presented to the Board and, while serving, substitutes shall have the same powers as regular voting members.

(3) A representative of the Broward County School Board, appointed by Broward County School Board, shall serve as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase the residential density on subject properties.

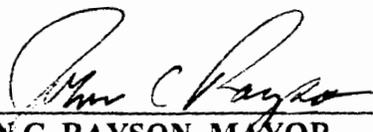
...

SECTION 2. If any section or provision of this Ordinance shall be held invalid, such holding shall not affect or indicate any other section or provision which may be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 3. This Ordinance shall become effective upon passage.

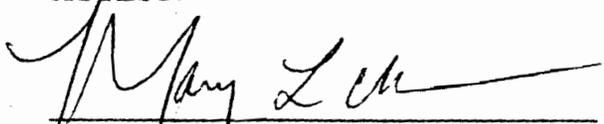
PASSED FIRST READING this 10th day of January, 2006.

PASSED SECOND READING this 24th day of January, 2006.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

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

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO PROVIDE FOR NOMINATION OF A MEMBER OF THE PLANNING AND ZONING BOARD BY THE MAYOR AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Planning and Zoning Board consisting of seven (7) members; and

WHEREAS, the City Commission now wishes to allow for the nomination of a member by the Mayor; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 154.16 PLANNING AND ZONING BOARD.

(B) (1) Members. There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. The Mayor shall nominate one member and Each Commissioner shall nominate for appointment one member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining ~~two~~ one seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. ~~In accordance with section 234 of the Charter,~~ The term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

...

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.

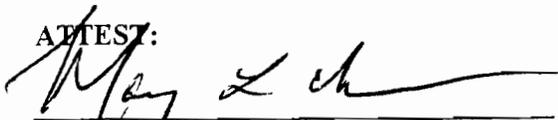
SECTION 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 4. This Ordinance shall become effective upon passage.

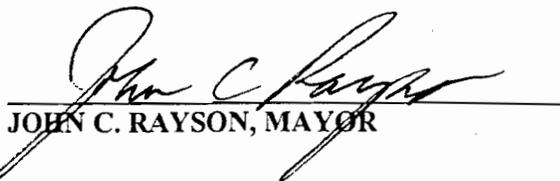
PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.

ATTEST:



MARY L. CHAMBERS, CITY CLERK



JOHN C. RAYSON, MAYOR

GBL/jrm
12/22/04
l:ord/ch154/2005-103

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE CREATING A SEVEN (7) MEMBER 'PLANNING AND ZONING BOARD' OF THE CITY OF POMPANO BEACH; PROVIDING FOR THE REPEAL OF THOSE ORDINANCES WHICH CREATED THE 'PLANNING BOARD' AND THE 'ZONING BOARD'; PROVIDING FOR THE DUTIES OF THE 'PLANNING AND ZONING BOARD'; PROVIDING FOR THE MEMBERSHIP AND TERMS OF THE 'PLANNING AND ZONING BOARD'; PROVIDING FOR THE 'PLANNING AND ZONING BOARD' TO RECOMMEND REGULATIONS REGARDING THE SUBDIVISION OR PLATTING OF LAND; PROVIDING FOR THE 'PLANNING AND ZONING BOARD' TO PREPARE MAPS OF STREETS TO BE EXTENDED, WIDENED, OR CONSTRUCTED AND TO PRESENT SUCH RECOMMENDATIONS TO THE CITY COMMISSION; PROVIDING FOR MONTHLY MEETINGS; PROVIDING THAT THE 'PLANNING AND ZONING BOARD' BE DESIGNATED AS THE LOCAL PLANNING AGENCY FOR THE CITY OF POMPANO BEACH; PROVIDING THAT REFERENCES TO 'PLANNING BOARD' AND 'ZONING BOARD' IN THE CODE OF ORDINANCES BE CHANGED TO 'PLANNING AND ZONING BOARD'; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the electorate of the City of Pompano Beach did on March 10, 1981 approve Charter Amendment No. 1 to repeal Articles XXI and XXII of the Charter of the City of Pompano Beach, which Articles, established the City Planning Board and City Zoning Board; and

WHEREAS, the Charter Amendment repealing Articles XXI and XXII provided for the establishment by ordinance of either a Planning Board and a Zoning Board or a single board which would perform both the planning and zoning advisory functions; and

WHEREAS, it was provided in the Charter Amendment repealing the Articles which established the Planning Board and the Zoning Board that such Boards would remain in existence until such time as an ordinance creating a new board or boards was passed; and

WHEREAS, the electorate of the City of Pompano Beach did on March 9, 1982 approve Charter Amendment No. 1 which amended Section 234 of the City Charter to provide that a Planning and Zoning Board may consist of seven (7) members; and

WHEREAS, the City Commission is desirous of effectuating the mandate of the electorate with regard to the above approved Charter Amendments; and

WHEREAS, pursuant to law, fourteen (14) days notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; 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 Sections 41.04, 41.05, and 41.05.1 of Article II, Chapter 41 of the Code of Ordinances of Pompano Beach, Florida are hereby repealed.

SECTION 2: That a successor Article II of Chapter 41 of the Code of Ordinances of Pompano Beach, Florida is hereby created which shall be entitled "Planning and Zoning Board". Section 41.04 of the Code of Ordinances is hereby created as follows:

Sec. 41.04. Created; powers and duties.

In accordance with section 234 of the charter of the City of Pompano Beach, there is hereby created the City of Pompano Beach Planning and Zoning Board. The powers and duties of the Planning and Zoning Board are as follows:

- (1) To act as the local planning agency for the City of Pompano Beach and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LCCPA) of 1975, Florida Statutes 163.3161 et seq;
- (2) To act in an advisory capacity with the director of planning to the city commission in the formulation of the City's comprehensive plan and any amendments thereto as required by the LCCPA of 1975;
- (3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in such official map from time to time;
- (4) To submit annually to the city manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the

forthcoming six (6) year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;

- (5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning and community development;
- (6) To keep a public record of its resolutions, findings and determinations;
- (7) To seek pertinent information from the other agencies of the city government through the city manager in relation to the work of the Planning and Zoning Board;
- (8) To request of the city manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct such department to make special studies requested by the Planning and Zoning Board;
- (9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the City Trafficways Plan and any other applicable city law, are designated as public right-of-way and dedicated to the City. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.
- (10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.
- (11) Such other powers and duties as are or may be provided for elsewhere in this Code of Ordinances or as may be established from time to time by the City Commission.

SECTION 3: Section 41.05 of the Code of Ordinances is hereby **created**

as follows:

Sec. 41.05. Membership; terms; compensation.

There shall be seven (7) members of the City of Pompano Beach Planning and Zoning Board, each shall be appointed by separate resolution of the City Commission. In accordance with section 234 of the city charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven (7) members first-appointed, two (2) members shall be appointed for a term of one year; two (2) shall be appointed for a term of two (2) years; and three (3) for a term of three (3) years. Members of the board shall serve without compensation. The board shall elect a chairman and vice-chairman from its members. The city manager, city attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the board.

The City Commission shall by resolution appoint three (3) alternate members of the Planning and Zoning Board, to be designated as Alternate 1, Alternate 2, and Alternate 3. Each alternate member shall be appointed for a term of three (3) years, said terms to run concurrently, and shall be subject to removal for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any alternate member whose term becomes vacant. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of such alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of such absence or disqualification. The Chairman shall rotate such assignments among the three (3) alternate members, unless unavailability of an alternate or alternates makes such rotation impossible. No substitute shall serve in such capacity for a longer period than three (3) months, nor shall more than two (2) substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, such facts shall be recorded in the official minutes of the Planning and Zoning Board before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

SECTION 4: Section 41.05.1. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.1. Regulations governing the subdivision or platting of land.

The Planning and Zoning Board shall recommend to the City Commission for adoption regulations regarding the subdivision or platting of land within its jurisdiction. Such regulations may provide for the harmonious development of the city and its environs, for the coordination of streets and other ways within the subdivided or platted land with other existing or planned streets and ways, or for conformance to the comprehensive plan or official map, for adequate open spaces, for spaces for traffic, utilities, recreation, light and air, and for the avoidance of congestion of population. Such regulations may include requirements as to the extent to which and the manner in which streets and other ways shall be graded and improved and water, sewer and other utility mains, piping, connections or other facilities shall be installed as a condition precedent to the approval of a subdivision of plat.

SECTION 5: Section 41.05.2. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.2. Lines of mapped streets.

The Planning and Zoning Board may request the City to make or cause to be made, from time to time, surveys for the exact location of the lines of new, extended, or widened streets in any portion of the City, and to make and certify to the City Commission plats of the area thus surveyed, on which are indicated the location of the lines recommended by the Planning and Zoning Board as the planned or mapped lines of future streets, street extensions or street widenings, together with the Planning and Zoning Board's estimate of the time period within which the land shown on the plat or street locations should be acquired for street purposes. The City Commission may by ordinance adopt any such plat, in accordance with the procedure prescribed by state statute for the adoption of municipal ordinances, provided, that notice of the time and place when and where it will be considered for first reading and final passage, shall be sent by mail to the record owners of land on or abutting which the future street lines designated on the plat are located. Any modification of such plat shall before passage be submitted to the Planning and Zoning Board for examination and recommendation to the City Commission.

SECTION 6: Section 41.05.3. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.3. Meetings of the Board.

- (1) Regular monthly meetings of the board shall be held on the last Wednesday of each month, but emergency or special meetings may be called throughout the year.
- (2) All meetings shall be public and a quorum shall consist of four members and notice shall be given by the secretary to each member of the board at least forty-eight hours in advance of said meeting.
- (3) The board shall adopt reasonable rules and regulations for the presentation of matters before the board.

SECTION 7: That Section 41.06. of Article III of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

Sec. 41.06. ~~-Planning-board-~~ Planning and Zoning Board to serve as local planning agency; officers, staff, budget, meetings, etc.

~~The-planning-board-~~ Planning and Zoning Board of the City of Pompano Beach is hereby designated as the local planning agency for the City of Pompano Beach Comprehensive Plan. The agency has that title as defined under the Local Government Comprehensive Planning Act of 1975. The proper city officials are hereby directed to officially inform the ~~-Division-of-State-Planning-of-the-State-of-Florida-~~ Department of Veteran and Community Affairs and the South Florida Regional Planning-Agency- Council of the aforesaid designation. The agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the local planning agency shall be provided by the administration of the City of Pompano Beach. The agency shall be funded by the city commission in the annual budget of the City of Pompano Beach. All meetings of the agency shall be public meetings and its records shall be public records. Regular meetings of the agency shall be ~~-regularly-scheduled-and-held-twice-monthly-~~ held on the last Wednesday of each month. Special meetings may be called by the chairman of the agency when deemed appropriate. The agency shall encourage comments from any citizen regarding the plan and its development. All written comments will be acknowledged and will become a part of the public records of the agency. The agenda for each meeting of the agency shall be published at least three (3) days prior to the date of the meeting and copies made available at Pompano Beach City Hall. Each agenda shall contain an "audience to be heard" item where members of the audience may speak on any subject not on that meeting's agenda.

SECTION 8: That Section 41.10.(3) of Article IV of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

Sec. 41.10.(3)

Board shall mean the ~~the-planning-~~ Planning and Zoning Board of the City of Pompano Beach.

SECTION 9: That Sections 50.288., 50.289., 50.290., 50.291. of Article XIV., Chapter 50 of the Code of Ordinances are hereby repealed.

SECTION 10: That Article XIV. of Chapter 50 of the Code of Ordinances entitled "ZONING BOARD" shall be amended to read "ZONING PETITIONS."

SECTION 11: That Sections 50.287.(5), 50.292.1., 50.293., 50.293.1., 50.294., 50.294.1., of Article XIV. of Chapter 50 of the Code of Ordinances, and Sections 50.297., 50.298., of Article XV. of Chapter 50 of the Code of Ordinances shall be amended so that the term "zoning board" is replaced by the phrase "Planning and Zoning Board."

SECTION 12: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 13: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

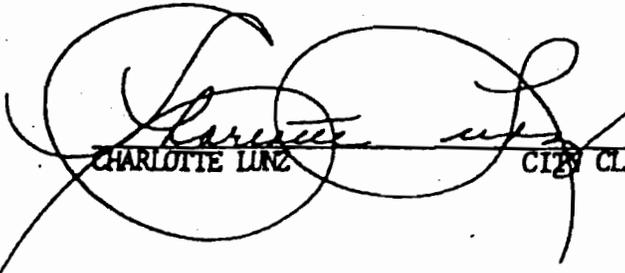
SECTION 14: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 25th day of May, 1982.

PASSED SECOND READING this 1st day of June, 1982.


HERB SKOLNICK MAYOR

ATTEST:


CHARLOTTE LUTZ

CITY CLERK

recommendations relative to the priority of items listed and their conformity to the comprehensive plan, for submission to the City Commission.

(4) Review and analyze all proposed subdivisions to assure that the development will be in conformance with the comprehensive plan, and prepare reports thereon for submission to the Planning and Zoning Board.

(5) Carry on research relative to existing subdivision and platting regulations and make recommendations to the Planning and Zoning Board concerning amendments or changes to these regulations.

(6) Investigate and examine all planning matters which have been referred to the Planning and Zoning Board.

(7) Make presentations on planning and zoning matters, before the City Commission, the Planning and Zoning Boards, and other governmental agencies and civic groups.

(8) To be responsible for determining the consistency of all governmental and private actions regarding the use and development of land with the comprehensive plan elements as adopted.

(9) Enforce the zoning code. This function may be performed by the Code Enforcement Officer and zoning inspectors under the supervision of the Director of Planning and Growth Management.

(10) Perform any other duties as prescribed in this code.

('58 Code, § 41.03)

(Ord. 75-16, passed 12-30-74; Am. Ord. 76-32, passed 3-2-76; Am. Ord. 82-1, passed 10-20-81)

Cross-reference:

Director of Planning and Growth Management, see § 31.18

§ 154.16 PLANNING AND ZONING BOARD.

(A) Creation. In accordance with section 234 of the Charter, there is hereby created the Planning and Zoning Board.

(B) (1) Members. There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. Each Commissioner shall nominate for appointment one member who shall be a resident of the

nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining two seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. In accordance with section 234 of the Charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate the assignments among the three alternate members, unless unavailability of an alternate or alternates makes rotation impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

(C) Meetings.

(1) Regular monthly meetings shall be held. The meeting date shall be established by the Board and set forth in the rules and regulations governing the presentation of matters before the Board, but emergency or special meetings may be called throughout the year.

(2) All meetings shall be public and a quorum shall consist of four members. Notice shall be given by the secretary to each member of the Board at least 48 hours in advance of the meeting.

(3) The Board shall adopt reasonable rules and regulations for the presentation of matters before the Board.

(D) Powers and duties. The powers and duties of the Planning and Zoning Board are as follows.

(1) To act as the local planning agency for the city and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LGCPA) of 1975, F.S.A. §163.3161 et seq.

(2) To act in an advisory capacity with the Director of Planning and Growth Management to the City Commission in the formulation of the city's comprehensive plan and any amendments thereto as required by the LGCPA of 1975.

(3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in the official map from time to time.

(4) To submit annually to the City Manager, not less than 90 days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the forthcoming six-year period. The list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

(5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning, and community development.

(6) To keep a public record of its resolutions, findings, and determinations.

(7) To seek pertinent information from the other agencies of the city government through the City Manager in relation to the work of the Planning and Zoning Board.

(8) To request of the City Manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct the department to make special studies requested by the Planning and Zoning Board.

(9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the city traffic ways plan and any other applicable city law, are designated as public right-of-way and dedicated to the city. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.

(10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.

(11) Other powers and duties as are or may be provided for elsewhere in this code, or as may be established from time to time by the City Commission. (Ord. 82-57, passed 6-1-82; Am. Ord. 83-10, passed 10-19-82; Am. Ord. 86-91, passed 9-30-86; Am. Ord. 95-45, passed 3-14-95; Am. Ord. 95-66, passed 5-23-95)

Cross-reference:

Planning and Zoning Board recommendations as to subdividing or platting of land, see § 154.19

Request for surveys of lines of mapped streets by Planning and Zoning Board, see § 154.21

§ 154.17 PLANNING AND ZONING BOARD AS LOCAL PLANNING AGENCY.

(A) The Planning and Zoning Board of the city is hereby designated as the Local Planning Agency for the city comprehensive plan. The Agency has that title as defined under F.S. §§ 163.3161 et seq. The proper city officials are hereby directed to officially inform the Department of Veteran and Community Affairs and the South Florida Regional Planning Council of this designation. The Agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the Local Planning Agency shall be provided by the administration of the city. The Agency shall be funded by the City Commission in the annual budget of the city. All meetings of the Agency shall be public meetings and its records shall be public records. Regular meetings of the

Planning and Zoning Board/Local Planning Agency MEMBERS						
Name	Address	District	Phone	Appointed	Expires	Reso No.
Joan Kovac	1754 Bay Drive (33062)	1	954-784-2079 h	6/1/2012	6/1/2015	2012-259
City Commission At Large	joanangles@aol.com		954-792-7357 o			
Jim Beeson (Chair)	2612 N.E. 5th Street (33062)	1	954-788-2376 h	6/1/2012	6/1/2015	2012-244
Mayor Fisher's Appointment	jbeeson@kronos.com					
VACANCY		3			11/11/2014	2012-277
Corm. Hardin's Appointment					Richard Klosiewicz	
VACANCY		1			11/11/2014	2012-242
Comr. Dockswell's Appointment					Fred Stacer	
VACANCY		5			11/11/2014	2011-232
Comr. Moss' Appointment					Jerold A. Mills	
VACANCY		4			11/11/2014	2014-288
Comr. Phillips' Appointee					M. Dwight Evans	
VACANCY		2			6/1/2015	2012-245
Vice Mayor Burrie's Appointee					Jeffrey Alan Torrey	
Alternate Member:						
(1) Deidra Daisey	2309 S. Cypress Bend Dr. # 413 (33069)	5	954-579-7253	6/1/2012	6/1/2015	2012-260
City Commission At Large	ddeidra@bellsouth.net		954-781-9393 o			
(2) Tobi Aycock	611 S.E. 18th Avenue, (33060)	3	954-914-5022 c	6/1/2012	6/1/2015	2012-261
City Commission At Large	theaycocks1@comcast.net					
(3) Walter Syrek	1311 NE 43rd Court, (33064)	2	954-933-6393 h	6/12/2012	6/1/2015	2012-285
City Commission At Large	wsarch@gmail.com					

Matthew DeSantis - Recording Secretary	City Hall Complex	954-786-4652
Meets: Fourth Wednesday of each month @ 7:00pm in the City Commission Chambers		
Elections: Annually in November		
Established: City Ordinance No. 82-57		

Meeting Date: February 10, 2015

Agenda Item 8

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
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SHORT TITLE APPOINTMENT TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **FRED STACER** TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; 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>1/30/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>Barry Dockswell</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 _____	_____	_____	_____
_____	_____	_____	_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING FRED STACER TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fred Stacer is well qualified to serve as a member of the Planning and Zoning Board/Local Planning Agency 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 Fred Stacer is hereby appointed to the Planning and Zoning Board/Local Planning Agency as appointee of Commissioner Barry Dockswell, which, term shall run concurrently with the term of the member of the City Commission.

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, FLORIDA
ADVISORY BOARD/COMMITTEE APPLICATION**

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

www.mypompanobeach.org
Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Planning + Zoning Board

NAME OF APPLICANT: Fred Stacer

RESIDENCY ADDRESS: 2501 SE 9th Street

ZIP CODE: 33062 HOME PHONE NO.: 954-788-8623

MAILING ADDRESS: 2501 SE 9th St.

CITY/STATE/ZIP CODE: Pompano Beach Fl. 33062

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1 2 3 4 5

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO:

ARE YOU A REGISTERED VOTER? YES: NO:

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED? YES: NO:

BUSINESS OR OCCUPATION: General Contractor/Consultant

BUSINESS ADDRESS: 6278 N. Federal Hwy #382

CITY/STATE: Ft. Lauderdale Fl. 33308

ZIP CODE: 33308 BUSINESS PHONE NO: 954-801-7164

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Y

ok
m

IF YES, PLEASE LIST NAME: Unsafe Structures

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Not Currently

IF YES, PLEASE LIST NAME(S):

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? Y

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: Budget Review

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION, WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

16 Years Consultant in Construction for (FAVT, School Board, SF, Waterfront etc)

EDUCATION: Masters in Bus. Adm., Bachelor in Bus Adm

EXPERIENCE: 28 Years in Construction, 26 Years State Licensed Building Contractor

CURRENT POSITION: President, Homecom Inc, President GC Construction Company, Inc.

PAST POSITIONS: VP, C. Craig Edwards Inc

HOBBIES: Golf, Boating

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

[Signature]
SIGNATURE OF APPLICANT

2/18/09
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE _____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

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

TAKEN FROM THE CITY OF POMPANO BEACH
REVISED ZONING CODE

155.2204. PLANNING AND ZONING BOARD (P&Z)

A. Establishment

The Planning and Zoning Board (P&Z) is hereby established in accordance with state law.

B. Powers and Duties

The P&Z shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

To review and decide the following applications for a development permit:

- a. Major Site Plan (Sec. 155.2407); and
- b. Major Administrative Adjustment (Sec. 155.2421).

2. Make Recommendations on Applications for Development Permit

To review and make a recommendation on the following applications for a development permit:

- a. Text Amendment (Sec. 155.2402);
- b. General Map Amendment (Rezoning) (Sec. 155.2403);
- c. Site-Specific Map Amendment (Rezoning) (Sec. 155.2404);
- d. Planned Development (Sec. 155.2405);
- e. Plat (Sec. 155.2410);
- f. Interim Use Permit (Sec. 155.2415);
- g. Development Agreement (Sec. 155.2427);
- h. Takings or Vested Right Determination (Sec. 155.2429) [placeholder]; and
- i. Right-of-Way of Easement Vacation or Abandonment (Sec. 155.2431).

3. Other Powers and Duties

- a. To act as the city's local planning agency and assume general responsibility for conduct of the city's comprehensive planning program;
- b. To work in conjunction with the Development Services Director and other city staff to prepare the city's comprehensive plan and plan amendments, and to make final recommendations to the City Commission regarding the adoption or amendment of the plan;
- c. To monitor and oversee the effectiveness and status of the comprehensive plan, make recommendations to the City Commission regarding necessary changes to the plan, work with the Development Services Director and other city staff to prepare periodic evaluation and appraisal reports assessing the city's progress in implementing its comprehensive plan in accordance with Florida Statutes (Sec. 163.3191, Fla. Stat.), and make recommendations to the City Commission regarding adoption of the report;
- d. To promote public interest in an understanding of the comprehensive plan and the city's planning, development regulation, and community development programs;
- e. To annually submit to the City Commission, not less than 90 days before the beginning of the budget year, a prioritized list of recommended capital improvement projects deemed necessary or desirable in the next five years;
- f. To work with the Development Services Director and other city staff to prepare the official city map of streets and changes to such map, and to make recommendations to the City Commission regarding adoption or amendment of the map;
- g. To request city staff assistance in the preparation of special studies;
- h. To seek through the City Manager information from other city agencies that is pertinent to the board's work; and
- i. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. Membership, Appointment, and Terms of Office

1. Membership and Appointment

- a. The P&Z shall consist of seven regular voting members and three alternate members appointed by resolution of the City Commission as a whole.
- b. Appointed regular voting members shall include:
 - i. One member nominated by the Mayor;
 - ii. One member nominated by each City Commissioner from among residents of the Commissioner's district-provided, however, that a City Commissioner may nominate a person who does not reside in the City Commissioner's district on determining such person would better serve the public interest; and
 - iii. One member appointed by the City Commission as a whole.
- c. Alternate members shall be appointed by the City Commission as a whole.
- d. Each regular voting member and alternate member shall be a resident of the city.
- e. The P&Z shall also include one nonvoting member appointed by the Broward County School Board, to attend those meetings at which the board considers applications for a comprehensive plan amendment (See Chapter 154 (Planning) of the Code of Ordinances .), General Zoning Map Amendment (Rezoning) (See Section 155.2403.), Site-Specific Zoning Map Amendment (Rezoning) (See Section 155.2404.), or Planned Development (See Section 155.2405.) that proposes increasing the residential density of land.
- f. Regular voting members and alternate members shall serve without compensation.

2. Terms

- a. Regular voting members of the P&Z shall be appointed for a term which shall run concurrently with the term of the member of the City Commission who appointed them.
- b. Alternate members shall be appointed for three-year, concurrent terms.
- c. Regular and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the P&Z shall be authorized to assign one of the three alternate members to serve as a substitute for a regular voting member who is temporarily absent or disqualified, in accordance with the following:

- a. The Chair shall rotate assignments among the alternate members unless the unavailability of alternate members makes such rotation impossible.
- b. No alternate member may serve as a substitute member for a period of more than three months.
- c. No more than two alternate members may serve as substitute members at any one time.
- d. No alternate member may take action as a substitute member unless the Chair first announces assignment of that role and the assignment is recorded in the official minutes of the meeting.
- e. When substituting for regular voting members, alternate members shall have the same powers and duties as the regular voting member they replace.



4. Removal and Replacement; Attendance

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the P&Z at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See Section 155.2204.H.). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a board member.

b. Removal for Poor Attendance

Any member of the P&Z who is absent from three consecutive regularly scheduled board meetings or more than 50 percent of regularly scheduled board meetings held within a calendar year shall be removed from the board by the City Commission in accordance with subsection a above. The Chair of the P&Z shall notify the Mayor and City Commission if a member qualifies for removal under this subsection.

5. Vacancies

Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term only, in accordance with the following:

a. A vacancy in the term of a regular voting member nominated by the Mayor or by an individual City Commissioner shall be filled with a person nominated by the Mayor or the City Commissioner, respectively.

b. A vacancy in the term of the regular voting member and alternate members appointed by the City Commission as a whole shall be filled by the City Commission as a whole.

D. Chair and Vice-Chair

1. The P&Z shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term. The Chair and Vice-Chair may be elected to successive terms without limitation.

2. The Chair shall preside over all board meetings. The Vice-Chair shall preside over board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the P&Z shall vote to determine who shall serve as acting Chair for the meeting.

E. Staff

The Development Services Director shall serve as the professional staff liaison to the P&Z, provide it with administrative support, and serve as its Secretary, notifying board members of all meetings and keeping the minutes of the meetings.

F. Meetings

1. Schedule

The P&Z shall adopt a schedule establishing the date, time, and location of regular meetings, provided that the ZBA shall meet at least once in a calendar month. The Chair may adjourn a regular meeting on determining that there are no agenda items for consideration, and may call special meetings.

2. Official Record

The P&Z shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law (Sec. 286.011, Fla. Stat.) and shall be a public record and filed with the Development Services Director.

3. Notice of Meetings

a. The Development Services Director shall provide notice of P&Z meetings to each board member at least 48 hours before the meeting.

b. Notice of all P&Z meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section 155.2305.C, Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the P&Z shall be open to the public.

5. Procedure

In conducting its meetings, the P&Z shall follow rules of procedure adopted in accordance with Section 155.2204.I, Rules of Procedure.

G. Quorum and Necessary Vote

1. Quorum

Four voting members of the P&Z shall constitute a quorum. No official business of the board shall be conducted without a quorum present.

2. Voting

An affirmative vote of the majority of P&Z members present and constituting a quorum is required for all decisions of the P&Z.

H. Disqualification from Participation and Voting Based on Conflict of Interest

1. A member of the P&Z shall not participate in the review of, or vote on, an application for a development permit if the action proposed by the application creates a conflict of interest—that is, if the action proposed by the application would inure to the special private gain or loss of the member, any principal or corporation (or a parent organization or subsidiary of such corporation) that employs or otherwise retains the services of the member, or a close relative (e.g., parent, sibling, spouse, or parent- or sibling-in-law) or business associate of the member.

2. If an objection is raised to a board member's participation in a matter based on a conflict of interest (as defined in subsection 1 above), and that member does not recuse himself or herself, the remaining members of the board present shall, by majority vote of a quorum present, determine whether the member is or is not disqualified from participating in and voting on the matter.

3. If a board member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair of the board may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2204.C.4, Removal and Replacement; Attendance.

I. Rules of Procedure

The P&Z shall adopt rules of procedure governing its procedures and operations. Copies shall be made available for public inspection in the Development Services Department.

(Ord. 2012-64, passed 9-11-12; Am. Ord. 2013-37, passed 1-22-13; Am. Ord. 2014-16, passed 1-28-14)

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO ADD A NON-VOTING REPRESENTATIVE OF THE BROWARD COUNTY SCHOOL BOARD TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY; PROVIDING FOR FUTURE APPOINTMENTS BY THE MAYOR; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3174 F.S. requires that municipalities include a representative of the Broward County School Board to be appointed as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase residential densities on subject properties; and

WHEREAS, the City Commission has passed Resolution 2003-173, effective April 22, 2003, which authorized the proper City officials to enter into an Interlocal Agreement with the School Board of Broward County, Florida, the City of Pompano Beach and various other municipalities, said Interlocal Agreement requiring that the City of Pompano Beach to include a representative of the School Board to serve on the Planning and Zoning Board/Local Planning Agency; and

WHEREAS, two public hearings, duly advertised, have been held pursuant to said published hearings and all persons so desiring had the opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach, Florida, is amended to read as follows:

§ 154.16 PLANNING AND ZONING BOARD.

(A) Creation. ~~In accordance with section 234 of the Charter,~~ There is hereby created the Planning and Zoning Board.

(B) (1) Members. There shall be seven voting members of the Planning and Zoning Board; all of which shall be city residents and ~~There shall be one non-voting member.~~ The Mayor shall nominate one voting member and each Commissioner shall nominate for appointment one voting member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining one seat shall be filled by the City Commission. Thereafter, upon expiration of a member's term, the Mayor, if the member was the mayor's appointment, or the Commissioner, if the member was the Commissioner's appointment, ~~in whose district the vacancy occurs~~ shall nominate for appointment, or if in the event the vacancy was the one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be of the unexpired term. The term of office of the voting members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate voting members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute for voting members on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate assignments among the three alternate members, unless unavailability of an alternate or alternates make rotation

impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any manner presented to the Board and, while serving, substitutes shall have the same powers as regular voting members.

(3) A representative of the Broward County School Board, appointed by Broward County School Board, shall serve as a non-voting member of the Planning and Zoning Board/Local Planning Agency to attend those meetings at which the Planning and Zoning Board/Local Planning Agency considers comprehensive plan amendments and rezoning requests that would, if approved, increase the residential density on subject properties.

...

SECTION 2. If any section or provision of this Ordinance shall be held invalid, such holding shall not affect or indicate any other section or provision which may be given effect without the invalid provision, and to this end, the provisions of this Ordinance are declared to be severable.

SECTION 3. This Ordinance shall become effective upon passage.

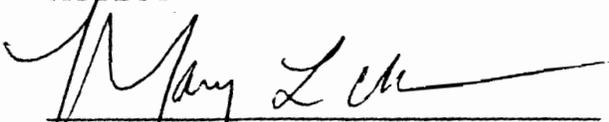
PASSED FIRST READING this 10th day of January, 2006.

PASSED SECOND READING this 24th day of January, 2006.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 154, "PLANNING", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 154.16, "PLANNING AND ZONING BOARD", TO PROVIDE FOR NOMINATION OF A MEMBER OF THE PLANNING AND ZONING BOARD BY THE MAYOR AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Planning and Zoning Board consisting of seven (7) members; and

WHEREAS, the City Commission now wishes to allow for the nomination of a member by the Mayor; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 154.16, "Planning and Zoning Board", of Chapter 154, "Planning", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 154. 16 PLANNING AND ZONING BOARD.

(B) (1) Members. There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. The Mayor shall nominate one member and ~~Each~~ Commissioner shall nominate for appointment one member who shall be a resident of the nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining ~~two~~ one seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. ~~In accordance with section 234 of the Charter,~~ The term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

...

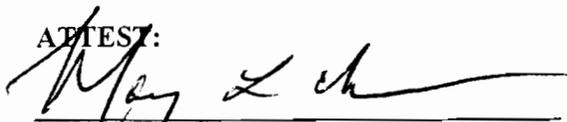
SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

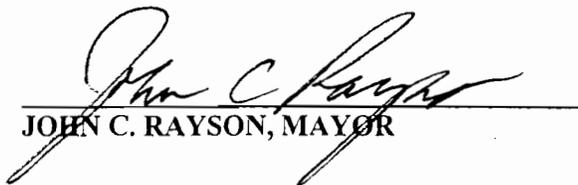
SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.

ATTEST:


MARY L. CHAMBERS, CITY CLERK



JOHN C. RAYSON, MAYOR

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE CREATING A SEVEN (7) MEMBER 'PLANNING AND ZONING BOARD' OF THE CITY OF POMPANO BEACH; PROVIDING FOR THE REPEAL OF THOSE ORDINANCES WHICH CREATED THE 'PLANNING BOARD' AND THE 'ZONING BOARD'; PROVIDING FOR THE DUTIES OF THE 'PLANNING AND ZONING BOARD'; PROVIDING FOR THE MEMBERSHIP AND TERMS OF THE 'PLANNING AND ZONING BOARD'; PROVIDING FOR THE 'PLANNING AND ZONING BOARD' TO RECOMMEND REGULATIONS REGARDING THE SUBDIVISION OR PLATTING OF LAND; PROVIDING FOR THE 'PLANNING AND ZONING BOARD' TO PREPARE MAPS OF STREETS TO BE EXTENDED, WIDENED, OR CONSTRUCTED AND TO PRESENT SUCH RECOMMENDATIONS TO THE CITY COMMISSION; PROVIDING FOR MONTHLY MEETINGS; PROVIDING THAT THE 'PLANNING AND ZONING BOARD' BE DESIGNATED AS THE LOCAL PLANNING AGENCY FOR THE CITY OF POMPANO BEACH; PROVIDING THAT REFERENCES TO 'PLANNING BOARD' AND 'ZONING BOARD' IN THE CODE OF ORDINANCES BE CHANGED TO 'PLANNING AND ZONING BOARD'; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the electorate of the City of Pompano Beach did on March 10, 1981 approve Charter Amendment No. 1 to repeal Articles XXI and XXII of the Charter of the City of Pompano Beach, which Articles established the City Planning Board and City Zoning Board; and

WHEREAS, the Charter Amendment repealing Articles XXI and XXII provided for the establishment by ordinance of either a Planning Board and a Zoning Board or a single board which would perform both the planning and zoning advisory functions; and

WHEREAS, it was provided in the Charter Amendment repealing the Articles which established the Planning Board and the Zoning Board that such Boards would remain in existence until such time as an ordinance creating a new board or boards was passed; and

WHEREAS, the electorate of the City of Pompano Beach did on March 9, 1982 approve Charter Amendment No. 1 which amended Section 234 of the City Charter to provide that a Planning and Zoning Board may consist of seven (7) members; and

WHEREAS, the City Commission is desirous of effectuating the mandate of the electorate with regard to the above approved Charter Amendments; and

WHEREAS, pursuant to law, fourteen (14) days notice has been given by publication in a newspaper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; 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 Sections 41.04, 41.05, and 41.05.1 of Article II, Chapter 41 of the Code of Ordinances of Pompano Beach, Florida are hereby repealed.

SECTION 2: That a successor Article II of Chapter 41 of the Code of Ordinances of Pompano Beach, Florida is hereby created which shall be entitled "Planning and Zoning Board". Section 41.04 of the Code of Ordinances is hereby created as follows:

Sec. 41.04. Created; powers and duties.

In accordance with section 234 of the charter of the City of Pompano Beach, there is hereby created the City of Pompano Beach Planning and Zoning Board. The powers and duties of the Planning and Zoning Board are as follows:

- (1) To act as the local planning agency for the City of Pompano Beach and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LCCPA) of 1975, Florida Statutes 163.3161 et seq;
- (2) To act in an advisory capacity with the director of planning to the city commission in the formulation of the City's comprehensive plan and any amendments thereto as required by the LCCPA of 1975;
- (3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in such official map from time to time;
- (4) To submit annually to the city manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the

forthcoming six (6) year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;

- (5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning and community development;
- (6) To keep a public record of its resolutions, findings and determinations;
- (7) To seek pertinent information from the other agencies of the city government through the city manager in relation to the work of the Planning and Zoning Board;
- (8) To request of the city manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct such department to make special studies requested by the Planning and Zoning Board;
- (9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the City Trafficways Plan and any other applicable city law, are designated as public right-of-way and dedicated to the City. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.
- (10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.
- (11) Such other powers and duties as are or may be provided for elsewhere in this Code of Ordinances or as may be established from time to time by the City Commission.

SECTION 3: Section 41.05 of the Code of Ordinances is hereby **created**

as follows:

Sec. 41.05. Membership; terms; compensation.

There shall be seven (7) members of the City of Pompano Beach Planning and Zoning Board, each shall be appointed by separate resolution of the City Commission. In accordance with section 234 of the city charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven (7) members first-appointed, two (2) members shall be appointed for a term of one year; two (2) shall be appointed for a term of two (2) years; and three (3) for a term of three (3) years. Members of the board shall serve without compensation. The board shall elect a chairman and vice-chairman from its members. The city manager, city attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the board.

The City Commission shall by resolution appoint three (3) alternate members of the Planning and Zoning Board, to be designated as Alternate 1, Alternate 2, and Alternate 3. Each alternate member shall be appointed for a term of three (3) years, said terms to run concurrently, and shall be subject to removal for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any alternate member whose term becomes vacant. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of such alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of such absence or disqualification. The Chairman shall rotate such assignments among the three (3) alternate members, unless unavailability of an alternate or alternates makes such rotation impossible. No substitute shall serve in such capacity for a longer period than three (3) months, nor shall more than two (2) substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, such facts shall be recorded in the official minutes of the Planning and Zoning Board before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

SECTION 4: Section 41.05.1. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.1. Regulations governing the subdivision or platting of land.

The Planning and Zoning Board shall recommend to the City Commission for adoption regulations regarding the subdivision or platting of land within its jurisdiction. Such regulations may provide for the harmonious development of the city and its environs, for the coordination of streets and other ways within the subdivided or platted land with other existing or planned streets and ways, or for conformance to the comprehensive plan or official map, for adequate open spaces, for spaces for traffic, utilities, recreation, light and air, and for the avoidance of congestion of population. Such regulations may include requirements as to the extent to which and the manner in which streets and other ways shall be graded and improved and water, sewer and other utility mains, piping, connections or other facilities shall be installed as a condition precedent to the approval of a subdivision of plat.

SECTION 5: Section 41.05.2. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.2. Lines of mapped streets.

The Planning and Zoning Board may request the City to make or cause to be made, from time to time, surveys for the exact location of the lines of new, extended, or widened streets in any portion of the City, and to make and certify to the City Commission plats of the area thus surveyed, on which are indicated the location of the lines recommended by the Planning and Zoning Board as the planned or mapped lines of future streets, street extensions or street widenings, together with the Planning and Zoning Board's estimate of the time period within which the land shown on the plat or street locations should be acquired for street purposes. The City Commission may by ordinance adopt any such plat, in accordance with the procedure prescribed by state statute for the adoption of municipal ordinances, provided, that notice of the time and place when and where it will be considered for first reading and final passage, shall be sent by mail to the record owners of land on or abutting which the future street lines designated on the plat are located. Any modification of such plat shall before passage be submitted to the Planning and Zoning Board for examination and recommendation to the City Commission.

SECTION 6: Section 41.05.3. of the Code of Ordinances is hereby created as follows:

Sec. 41.05.3. Meetings of the Board.

- (1) Regular monthly meetings of the board shall be held on the last Wednesday of each month, but emergency or special meetings may be called throughout the year.
- (2) All meetings shall be public and a quorum shall consist of four members and notice shall be given by the secretary to each member of the board at least forty-eight hours in advance of said meeting.
- (3) The board shall adopt reasonable rules and regulations for the presentation of matters before the board.

SECTION 7: That Section 41.06. of Article III of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

Sec. 41.06. ~~-Planning-board-~~ Planning and Zoning Board to serve as local planning agency; officers, staff, budget, meetings, etc.

~~The-planning-board-~~ Planning and Zoning Board of the City of Pompano Beach is hereby designated as the local planning agency for the City of Pompano Beach Comprehensive Plan. The agency has that title as defined under the Local Government Comprehensive Planning Act of 1975. The proper city officials are hereby directed to officially inform the ~~-Division-of-State-Planning-of-the-State-of-Florida-~~ Department of Veteran and Community Affairs and the South Florida Regional Planning-Agency- Council of the aforesaid designation. The agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the local planning agency shall be provided by the administration of the City of Pompano Beach. The agency shall be funded by the city commission in the annual budget of the City of Pompano Beach. All meetings of the agency shall be public meetings and its records shall be public records. Regular meetings of the agency shall be ~~-regularly-scheduled-and-held-twice-monthly-~~ held on the last Wednesday of each month. Special meetings may be called by the chairman of the agency when deemed appropriate. The agency shall encourage comments from any citizen regarding the plan and its development. All written comments will be acknowledged and will become a part of the public records of the agency. The agenda for each meeting of the agency shall be published at least three (3) days prior to the date of the meeting and copies made available at Pompano Beach City Hall. Each agenda shall contain an "audience to be heard" item where members of the audience may speak on any subject not on that meeting's agenda.

SECTION 8: That Section 41.10.(3) of Article IV of Chapter 41 of the Code of Ordinances, is hereby amended as follows:

Sec. 41.10.(3)

Board shall mean the ~~planning-~~ Planning and Zoning Board of the City of Pompano Beach.

SECTION 9: That Sections 50.288., 50.289., 50.290., 50.291. of Article XIV., Chapter 50 of the Code of Ordinances are hereby repealed.

SECTION 10: That Article XIV. of Chapter 50 of the Code of Ordinances entitled 'ZONING BOARD' shall be amended to read 'ZONING PETITIONS.'

SECTION 11: That Sections 50.287.(5), 50.292.1., 50.293., 50.293.1., 50.294., 50.294.1., of Article XIV. of Chapter 50 of the Code of Ordinances, and Sections 50.297., 50.298., of Article XV. of Chapter 50 of the Code of Ordinances shall be amended so that the term "zoning board" is replaced by the phrase "Planning and Zoning Board."

SECTION 12: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 13: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 14: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 25th day of May, 1982.

PASSED SECOND READING this 1st day of June, 1982.


HERB SKOLNICK MAYOR

ATTEST:


CHARLOTTE LUNZ

CITY CLERK

recommendations relative to the priority of items listed and their conformity to the comprehensive plan, for submission to the City Commission.

(4) Review and analyze all proposed subdivisions to assure that the development will be in conformance with the comprehensive plan, and prepare reports thereon for submission to the Planning and Zoning Board.

(5) Carry on research relative to existing subdivision and platting regulations and make recommendations to the Planning and Zoning Board concerning amendments or changes to these regulations.

(6) Investigate and examine all planning matters which have been referred to the Planning and Zoning Board.

(7) Make presentations on planning and zoning matters, before the City Commission, the Planning and Zoning Boards, and other governmental agencies and civic groups.

(8) To be responsible for determining the consistency of all governmental and private actions regarding the use and development of land with the comprehensive plan elements as adopted.

(9) Enforce the zoning code. This function may be performed by the Code Enforcement Officer and zoning inspectors under the supervision of the Director of Planning and Growth Management.

(10) Perform any other duties as prescribed in this code.

('58 Code, § 41.03)

(Ord. 75-16, passed 12-30-74; Am. Ord. 76-32, passed 3-2-76; Am. Ord. 82-1, passed 10-20-81)

Cross-reference:

Director of Planning and Growth Management, see § 31.18

§ 154.16 PLANNING AND ZONING BOARD.

(A) Creation. In accordance with section 234 of the Charter, there is hereby created the Planning and Zoning Board.

(B) (1) Members. There shall be seven members of the Planning and Zoning Board; all of which shall be city residents. Each Commissioner shall nominate for appointment one member who shall be a resident of the

nominating Commissioner's district; however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. The remaining two seats shall be filled by the City Commission. Thereafter, upon the expiration of a member's term, the Commissioner in whose district the vacancy occurs shall nominate for appointment, or in the event the vacancy was one of the two seats the City Commission appointed, the City Commission shall fill such vacancy. In the event of a vacancy other than by expiration of the term, the appointment to fill such vacancy shall be for the unexpired term. In accordance with section 234 of the Charter, the term of office of the members of the Planning and Zoning Board shall be three years except that of the seven members first appointed, two members shall be appointed for a term of one year; two shall be appointed for a term of two years; and three for a term of three years. Members of the Board shall serve without compensation. The Board shall elect a Chairman and Vice-Chairman from its members. The City Manager, City Attorney and other city officials are considered as advisors to the Planning and Zoning Board and may be called on from time to time to meet with the Board.

(2) The City Commission shall by resolution appoint three alternate members of the Planning and Zoning Board, to be designated as alternate 1, alternate 2, and alternate 3. Each alternate member shall be appointed for a term of three years, the terms to run concurrently. Vacancies shall be filled for the unexpired term of any alternate member by the City Commission. In case of temporary absence or disqualification of any member of the Planning and Zoning Board, the Chairman of the Board shall have the right and authority to designate one of the alternate members to serve as a substitute on the Planning and Zoning Board during the continuance of absence or disqualification. The Chairman shall rotate the assignments among the three alternate members, unless unavailability of an alternate or alternates makes rotation impossible. No substitute shall serve in such a capacity for a longer period than three months, nor shall more than two substitutes serve on the Planning and Zoning Board at any time. In cases where substitutes are designated to serve for such limited periods, that fact shall be recorded in the official minutes of the Planning and Zoning Board before the substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members.

(C) Meetings.

(1) Regular monthly meetings shall be held. The meeting date shall be established by the Board and set forth in the rules and regulations governing the presentation of matters before the Board, but emergency or special meetings may be called throughout the year.

(2) All meetings shall be public and a quorum shall consist of four members. Notice shall be given by the secretary to each member of the Board at least 48 hours in advance of the meeting.

(3) The Board shall adopt reasonable rules and regulations for the presentation of matters before the Board.

(D) Powers and duties. The powers and duties of the Planning and Zoning Board are as follows.

(1) To act as the local planning agency for the city and to fulfill the responsibilities of that agency as prescribed by the Local Government Comprehensive Planning Act (LGCPA) of 1975, F.S.A. §163.3161 et seq.

(2) To act in an advisory capacity with the Director of Planning and Growth Management to the City Commission in the formulation of the city's comprehensive plan and any amendments thereto as required by the LGCPA of 1975.

(3) To make recommendations and assist in the preparation of the official map of the city and to recommend proposed changes in the official map from time to time.

(4) To submit annually to the City Manager, not less than 90 days prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the Planning and Zoning Board are necessary or desirable to be constructed during the forthcoming six-year period. The list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

(5) To promote public interest in an understanding of the comprehensive plan, and of planning, zoning, and community development.

(6) To keep a public record of its resolutions, findings, and determinations.

(7) To seek pertinent information from the other agencies of the city government through the City Manager in relation to the work of the Planning and Zoning Board.

(8) To request of the City Manager additional assistance for special studies who may at his discretion assign to the Planning and Zoning Board, members of the staff of any city department or direct the department to make special studies requested by the Planning and Zoning Board.

(9) To review all rezoning petitions and plats before they are presented to the City Commission to determine that all right-of-way necessary to meet the requirements of the city traffic ways plan and any other applicable city law, are designated as public right-of-way and dedicated to the city. Additionally the proposed plat or rezoning shall be reviewed for compliance with all other requirements of the city's comprehensive plan.

(10) To review any changes or amendments relating to the boundaries of the various zoning districts, or any changes in the text of the city's zoning regulations. No action may be taken by the City Commission until it has received a recommendation from the Planning and Zoning Board on a proposed zoning change or a proposed change in the text of the regulations of any zoning district.

(11) Other powers and duties as are or may be provided for elsewhere in this code, or as may be established from time to time by the City Commission. (Ord. 82-57, passed 6-1-82; Am. Ord. 83-10, passed 10-19-82; Am. Ord. 86-91, passed 9-30-86; Am. Ord. 95-45, passed 3-14-95; Am. Ord. 95-66, passed 5-23-95)

Cross-reference:

Planning and Zoning Board recommendations as to subdividing or platting of land, see § 154.19
Request for surveys of lines of mapped streets by Planning and Zoning Board, see § 154.21

§ 154.17 PLANNING AND ZONING BOARD AS LOCAL PLANNING AGENCY.

(A) The Planning and Zoning Board of the city is hereby designated as the Local Planning Agency for the city comprehensive plan. The Agency has that title as defined under F.S. §§ 163.3161 et seq. The proper city officials are hereby directed to officially inform the Department of Veteran and Community Affairs and the South Florida Regional Planning Council of this designation. The Agency shall choose its officers and set its rules of procedure. Clerical and secretarial staff for the Local Planning Agency shall be provided by the administration of the city. The Agency shall be funded by the City Commission in the annual budget of the city. All meetings of the Agency shall be public meetings and its records shall be public records. Regular meetings of the

Planning and Zoning Board/Local Planning Agency MEMBERS						
Name	Address	District	Phone	Appointed	Expires	Reso No.
Joan Kovac	1754 Bay Drive (33062)	1	954-784-2079 h	6/1/2012	6/1/2015	2012-259
City Commission At Large	joanangles@aol.com		954-792-7357 o			
Jim Beeson (Chair)	2612 N.E. 5th Street (33062)	1	954-788-2376 h	6/1/2012	6/1/2015	2012-244
Mayor Fisher's Appointment	jbeeson@kronos.com					
VACANCY		3			11/11/2014	2012-277
Corm. Hardin's Appointment					Richard Klosiewicz	
VACANCY		1			11/11/2014	2012-242
Comr. Dockswell's Appointment					Fred Stacer	
VACANCY		5			11/11/2014	2011-232
Comr. Moss' Appointment					Jerold A. Mills	
VACANCY		4			11/11/2014	2014-288
Comr. Phillips' Appointee					M. Dwight Evans	
VACANCY		2			6/1/2015	2012-245
Vice Mayor Burrie's Appointee					Jeffrey Alan Torrey	
Alternate Member						
(1) Deidra Daisey	2309 S. Cypress Bend Dr. # 413 (33069)	5	954-579-7253	6/1/2012	6/1/2015	2012-260
City Commission At Large	ddeidra@bellsouth.net		954-781-9393 o			
(2) Tobi Aycock	611 S.E. 18th Avenue, (33060)	3	954-914-5022 c	6/1/2012	6/1/2015	2012-261
City Commission At Large	theaycocks1@comcast.net					
(3) Walter Syrek	1311 NE 43rd Court, (33064)	2	954-933-6393 h	6/12/2012	6/1/2015	2012-285
City Commission At Large	wsarch@gmail.com					

Matthew DeSantis - Recording Secretary	City Hall Complex	954-786-4652
Meets: Fourth Wednesday of each month @ 7:00pm in the City Commission Chambers		
Elections: Annually in November		
Established: City Ordinance No. 82-57		

Meeting Date: February 10, 2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION 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 SHIFF CONSTRUCTION DEVELOPMENT, INC. TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE (FISCAL IMPACT \$138,831.56).



Accomplishing this item supports achieving objective **3.0 Recreation**
Increase and improve recreation infrastructure, 3.2. Develop facilities to match the changing recreational needs and preferences of the community.

SUMMARY OF PURPOSE AND WHY:

Due to the high demand and popularity for soccer fields and insufficient number of available fields, the city currently is struggling to keep the soccer fields in playable condition. Very often, fields are shut down for significant time periods to allow repair/maintenance of the fields resulting in higher than normal maintenance costs otherwise incurred.

The proposed scope of work will include clearing/grubbing/modifying irrigation to accommodate a new soccer field constructed of Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will be provided as well.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Robert McCaughan/Tammy Good Ext 4506/5512
- (3) Expiration of contract, if applicable: March 20, 2016
- (4) Fiscal impact and source of funding: 07-924, budget adjustment attached, \$138,831.56

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	01/30/15	APPROVE	<i>[Signature]</i>
General Services	01/30/15	APPROVE	<i>[Signature]</i>
City Attorney	01/30/15	APPROVE	Memo #2015-504 <i>[Signature]</i>
Finance	2/3/15	APPROVE	<i>S. Sible</i>
Budget	2-3-15	APPROVE	<i>[Signature]</i>
Parks, Recreation & Cultural Arts	2/4/15	Approve	<i>C. Krafts for M. Blewett</i>
Advisory Board			
Development Services Director			
<input checked="" type="checkbox"/> City Manager	<i>[Signature]</i>		<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-504
January 30, 2015

TO: Tammy Good, P.M.P., Civil Engineer II
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney *GL*
RE: Resolution - Agreement to Convert Practice Ball Fields to a Soccer Field

As requested in your memorandum dated January 30, 2015, Engineering Department Memorandum No. 15-69, 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 AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD; 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/2015-504

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION AND DEVELOPMENT, INC. TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD; 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 Shiff Construction and Development, Inc. to convert practice ball fields to a soccer field, 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 Shiff Construction and 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. 15-73

DATE: January 30, 2015

TO: Ernesto Reyes, Assistant to the City Manager

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

SUBJECT: Request Budget Adjustment from General Fund-
Convert softball field to soccer field via (JOC)

Background:

Due to the high demand for soccer fields and insufficient number of available fields, the city currently is struggling to keep the soccer fields in playable condition. Very often, fields are shut down for significant time periods to allow repair/maintenance of the fields resulting in higher than normal maintenance costs otherwise incurred. Per City Ordinance 2012-151, the city is required to make available two fields specifically, Community Park, and North Pompano Park, but quite often these fields are closed for repair/maintenance due to overplaying on the fields. At this time, we would like to convert a softball field to soccer to fulfill the obligations of the reference agreement (attached).

The proposed scope of work will include but not be limited to clearing/grubbing/modifying irrigation to accommodate a new soccer field constructed of Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will be provided as well.

Recommendation:

I would like to request this project be funded from the General Fund so we can provide the necessary soccer field for play and reduce maintenance costs on all fields collectively. The total project cost is **\$138,831.56**. Can I proceed with processing this agenda item to be presented at the February 10, 2015 commission meeting anticipating you will complete the Budget Adjustment?

Thank you



Phone: (954) 786-4061

**City of Pompano Beach
Engineering Department**

Fax: (954) 786-4028

MEMORANDUM NO. 15-69

DATE: January 30, 2015
TO: Gordon B. Linn, Esq., City Attorney
FROM: Tammy Good, P.M.P., Civil Engineer II 
SUBJECT: Request for Resolution – Shiff Construction and Development, Inc.
Convert softball field to soccer field via (JOC).

Background:

Due to the high demand for soccer fields and insufficient number of available fields, the city currently is struggling to keep the soccer fields in playable condition. Very often, fields are shut down for significant time periods to allow repair/maintenance of the fields resulting in higher than normal maintenance costs otherwise incurred. Per City Ordinance 2012-151, the city is required to make available two fields specifically, Community Park, and North Pompano Park, but quite often these fields are closed for repair/maintenance due to overplaying on the fields. At this time, we would like to convert a softball field to soccer to fulfill the obligations of the reference agreement (attached).

The proposed scope of work will include but not be limited to clearing/grubbing/modifying irrigation to accommodate a new soccer field constructed of Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will be provided as well.

Recommendation:

The City would like to utilize the National Joint Powers Alliance Contract (NJPA) with Shiff Construction and Development, Inc., in order to procure these services. There is a high demand for soccer fields and currently the City has an agreement with PBFC PAL Hammerheads Inc. to provide availability and adequate playing condition of fields.

Attached please find the Agreement between City of Pompano Beach and Shiff Construction and Development, Inc., which includes:

- Exhibit A: Contract between NJPA and Shiff Construction and Development, Inc.
- Exhibit B: Detailed Scope of Work
- Exhibit C: Contractor's Price proposal Summary
- Exhibit D: Contractor's Price proposal Detail
- Exhibit E: Insurance

Please prepare the Resolution for Commission consideration of the attached Agreement in the amount of **\$138,831.56**.

Thank you

AGREEMENT TO CONVERT PRACTICE BALL FIELDS TO A SOCCER FIELD

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 to convert practice ball fields to a soccer field at Community Park dated _____, by and between the City of Pompano Beach (hereinafter called CITY) and Shiff Construction and Development, Inc., 3201 N. Federal Highway, Ft. Lauderdale, FL 33306 (hereinafter called CONTRACTOR).

WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

1. WORK TO BE PERFORMED

CONTRACTOR will provide clearing/grubbing/modify irrigation to accommodate a new soccer field constructed with Celebration sod. This project also includes new bleachers, goals, and benches, along with the removal of the existing ball field backstops. Landscaping will also be completed as part of this agreement.

This Agreement references the terms, conditions, prices and specifications of the National Joint Powers Alliance (NJPA) Contract and the CONTRACTOR attached hereto as **(Exhibit A)**.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

"National Joint Powers Alliance" (NJPA) Contract, EZIQC FL 06-022912-SCD

in strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the NJPA Contract shall apply.

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will convert practice ball fields to a soccer field at Community Park as proposed in the detailed scope attached as **(Exhibit B)** and as specified in the NJPA Agreement.
- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the NJPA Contract shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **(Exhibit E)**.

4. CONTRACT TIME

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 90-calendar days.

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$138,821.56** as indicated in the Price Proposal Summary **(EXHIBIT C)** for the proposed work which was based off actual measured quantities and unit pricing in the NJPA Contract more specific in Price Proposal Detail, **(EXHIBIT D)**. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the NJPA Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"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

"CORPORATION":

Shiff Construction & Development, Inc.

By: [Signature]
Signature

JUSTON SHIFF
Typed, Stamped or Printed Name

Typed, Stamped or Printed Name

President
Title

Witnesses:

[Signatures]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of January, 2015 by Justin Shiff, as President, of Shiff construction, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC-STATE OF FLORIDA
Edilya N. Stanley
Commission # EE123026
Expires: AUG. 23, 2015
BONDED THROUGH ATLANTIC BONDING CO., INC.

Edilya N Stanley
NOTARY PUBLIC, STATE OF FLORIDA
Edilya Stanley
(Name of Acknowledger Typed, Printed or Stamped)

EE123026
Commission Number

Exhibit 'A'

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents



National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL06-022912-SCD

GEOGRAPHIC REGION Southern FL Contract 2

This Agreement dated 2/28/12, by and between the National Joint Powers Alliance,

hereinafter referred to as NJPA and Stiff Construction & Development, Inc at the following address 3201 N. Federal Highway, Ft Lauderdale, FL 33306

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposal Packages, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezlQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to invoice@ezlQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Region set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Region at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of the State.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog® for the unit price appearing therein multiplied by the Adjustment Factors attached at the end of this Agreement:

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one-year options. The total term of the Contract shall not exceed four years. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. The Contractor shall be provided access to a Indefinite Quantity Construction Contracting management system licensed to NJPA by eziQC, LLC. The system includes PROGEN®, an Indefinite Quantity Construction Contracting management tool that expedites the ordering and execution of work. The Contractor shall use PROGEN® to prepare and submit Price Proposals, subcontractor lists, and other requirements as determined by NJPA or an NJPA Member. The system also contains an electronic version of the Construction Task Catalog® for the Contractor's use in preparing Price Proposals. Use, in whole or in part, of PROGEN®, the Construction Task Catalog®, or any other Proprietary Information provided under the eziQC System License specified below for any purpose other than to order and execute work under this Agreement for NJPA or an NJPA Member is strictly prohibited unless otherwise stated in writing by eziQC, LLC. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

eziQC, LLC through its agreement with NJPA, grants to Contractor, and Contractor hereby accepts from eziQC, LLC for the term of this Agreement, a non-exclusive right, privilege, and license to utilize eziQC, LLC's Indefinite Quantity Construction Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to NJPA or an NJPA Member under this Agreement. The Contractor hereby agrees that eziQC, LLC's Proprietary Information shall include, but is not limited to, the PROGEN® software and support documentation, Construction Task Catalog®, training materials, and other proprietary materials provided to the Contractor by eziQC, LLC or NJPA. Upon the expiration or termination of this Agreement, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to eziQC, LLC.

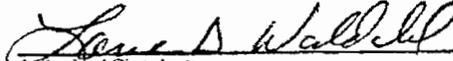
The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to eziQC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of eziQC, LLC. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of eziQC, LLC in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance


Authorized Signature

Contractor


Authorized Signature

JUSTEN SITIFF

Print Name

Contract Number: 7100-022912-SCD (assigned by NJPA)

TO BE COMPLETED BY NJPA AFTER AWARD

- a. Normal Working Hours: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1130

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1660

(Specify to four (4) decimal places)

- c. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1872

(Specify to four (4) decimal places)

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT
made by and between

Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33306

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, Minnesota 56479
Phone: 218 894-1930 / 888 894-1930

Whereas: "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #FL06-022912-SCD" with an effective date of March 20, 2012, a maturity date of March 20, 2016, and which are subject to annual renewals at the option of both parties.

MODIFICATION: SECOND RENEWAL OPTION PERIOD

Section 7.1 of Book 1 Section One reads:

- A A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) 20-City Index published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Solicitation issuance date for this contract.

ENR Construction Cost Index for 20 City Average

Base Year		
	Date	Index
1	January 2011	8938.3
2	February 2011	8998.02
3	March 2011	9019.9
4	April 2011	9027.23
5	May 2011	9034.87
6	June 2011	9052.84
7	July 2011	9080.15
8	August 2011	9088.24
9	September 2011	9115.95
10	October 2011	9148.95
11	November 2011	9173.21
12	December 2011	9171.73

Base Average
9069.8242

Option Year		
	Date	Index
1	January 2013	9437.27
2	February 2013	9453.32
3	March 2013	9455.93
4	April 2013	9483.7
5	May 2013	9515.86
6	June 2013	9542.33
7	July 2013	9551.78
8	August 2013	9545.33
9	September 2013	9551.58
10	October 2013	9583.88
11	November 2013	9666.45
12	December 2013	9687.77

Option Average
9545.8617

Adjustment = Option Average/Base Average
1.0526 = 9545.8617 / 9069.8242

Price Adjustment: $\frac{\text{Second Year Index Average}}{\text{Base Year Index Average}} = \frac{9546.6617}{9069.8242} = 1.0526$

AWARD MULTIPLIER x PRICE ADJUSTMENT = OPTION MULTIPLIER

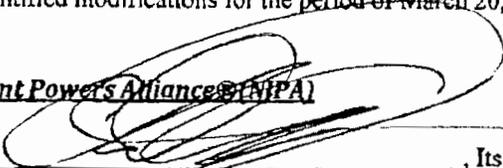
FL06-022912-SCD

Normal Hours	1.1130	1.0526	1.1715
Premium Hours	1.1660	1.0526	1.2273

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of March 20, 2014 through March 19, 2015.

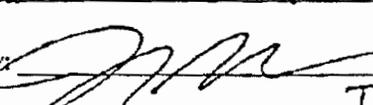
National Joint Powers Alliance (NJPA)

By:  Its: Executive Director / CEO

Name printed or typed: Chad Coquette

Date 1/20/14

Shiff Construction & Development, Inc. - # FL06-022912-SCD

By:  Its: President

Name printed or typed: JUSTIN SHIFF

Date 01/16/2014

If you do not want to extend contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____



Work Order Signature Document

NJPA EZIQc Contract No.: FL06-022912-SCD

New Work Order **Modify an Existing Work Order**

Work Order Number:	022405.00	Work Order Date:	
Work Order Title:	Pompano Beach City Hall Otis Elevators Modernization		
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:

Modernize (2) two Otis Elevators at Pompano Beach City Hall

Time of Performance	Estimated Start Date: 07/21/2014
	Estimated Completion Date: 02/23/2015

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$182,828.80

Owner Purchase Order Number:

Approvals

_____	_____	_____	_____
Owner	Date	Contractor	Date



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order **Modify an Existing Work Order**

Work Order Number.:	027634.00	Work Order Date:	
Work Order Title:	City of Pompano Beach Practice Soccer Field		
Owner Name:	City of Pompano Beach	Contractor Name:	Shiff Construction & Development, Inc.
Contact:	Alessandra Delfico	Contact:	Kurt Bennett
Phone:	954-786-4144	Phone:	

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:

City of Pompano Beach Practice Soccer Field

Time of Performance Estimated Start Date: 02/16/2015
 Estimated Completion Date:

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$138,831.56

Owner Purchase Order Number:

Approvals

_____	_____	_____	_____
Owner	Date	Contractor	Date

Exhibit B



Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33306
954-524-2575

From: Alessandra Delfico
City of Pompano Beach
100 W ATLANTIC BLVD
POMPANO BEACH, FL
954-786-4144

Date Printed: January 29, 2015

Work Order Number: 027634.00

Work Order Title: City of Pompano Beach Practice Soccer Field

Brief Scope: City of Pompano Beach Practice Soccer Field

Preliminary

Revised

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.

Install one soccer field as per plans by Munson Design and Consulting Consulting. Work to include stripping of existing sod and haul off, laser grade site, shaping and install of celebration bermuda sod. Provide goal posts and benches per plan. Irrigation per plan. Plans by Munson Design and Consulting C1,C2,C3,LP1,LP2,S1,Sp1 All Dated 11/10/2014

Contractor

Date

Owner

Date

Exhibit C

Contractor's Price Proposal - Summary

Date: January 29, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 027634.00
Owner PO #:
Title: City of Pompano Beach Practice Soccer Field
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$138,831.56

Concrete	\$3,322.66
Section - 01	\$11,875.51
Section - 03	\$511.34
Section - 11	\$2,473.73
Section - 12	\$10,130.99
Section - 31	\$12,651.68
Section - 32	\$96,778.31
Section - 33	\$1,087.34
Proposal Total	\$138,831.56

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Exhibit D

Contractor's Price Proposal - Detail

Date: January 29, 2015

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 027634.00
 Owner PO #:
 Title: City of Pompano Beach Practice Soccer Field
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$138,831.56

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Concrete					
1	03 11 13 00 0009		LF	Up To 6" High Slab Edge and Block-Out Wood Formwork	\$521.97
			Installation	Quantity 188.00 x Unit Price 2.37 x Factor 1.1715 = Total 521.97	
				Required for the perimeter of each bleacher slab.	
2	03 11 13 00 0009 0004		MOD	For < 250, Add	\$92.50
			Installation	Quantity 188.00 x Unit Price 0.42 x Factor 1.1715 = Total 92.50	
3	03 31 13 00 0010		CY	Concrete Pump, Place 3000 PSI Concrete Continuous FootingsExcludes pumping equipment.	\$391.70
			Installation	Quantity 3.50 x Unit Price 95.53 x Factor 1.1715 = Total 391.70	
				Required for thickened edge around perimeter of each slab on grade.	
4	03 31 13 00 0029		CY	>6", By Concrete Pump, Place 3000 PSI Concrete Slab On GradeExcludes pumping equipment.	\$1,313.54
			Installation	Quantity 12.50 x Unit Price 89.70 x Factor 1.1715 = Total 1,313.54	
				(1) 31' x 16' x 4" thick concrete pad on grade required for each bleacher stand.	
5	03 31 13 00 0094		HR	Trailer Mounted Concrete PumpIncludes hoses	\$561.34
			Installation	Quantity 4.00 x Unit Price 119.79 x Factor 1.1715 = Total 561.34	
				4 Hour minimum required fro concrete pump.	
6	03 35 16 00 0003		SF	Concrete Floor Finishes, Broom	\$441.61
			Installation	Quantity 992.00 x Unit Price 0.38 x Factor 1.1715 = Total 441.61	
				Broom finish (2) 31' x 16' concrete pads.	
Subtotal for Concrete					\$3,322.66
Section - 01					
7	01 22 20 00 0024		HR	PlumberTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$1,308.71
			Installation	Quantity 32.00 x Unit Price 34.91 x Factor 1.1715 = Total 1,308.71	
				Labor hours required to adjust existing sprinkler heads to facilitate sod removal, spreading/grading of imported fill, & installation of mew Bermuda sod.	
8	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckFor equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$252.34
			Installation	Quantity 1.00 x Unit Price 215.40 x Factor 1.1715 = Total 252.34	
				Mobilization required for grader.	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 027634.00

Work Order Title: City of Pompano Beach Practice Soccer Field

Section - 01

9	01 71 23 16 0010	ACR	Survey Clear Area With Medium Height Vegetation, Few Trees (<5% Buildings)						\$3,551.68
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.02	1,500.86	1.1715	=	3,551.68	
			Survey/Layout 88,000 Sf or 2.02 Acres (88,000 Sf./43,560 Sf per Acre).						
10	01 74 19 00 0029	CYM	Hauling On Paved Roads, First 15 Miles						\$6,762.78
			Installation	Quantity	Unit Price	Factor	=	Total	
				13,425.00	0.43	1.1715	=	6,762.78	
			Haul 895 Cy.						

Subtotal for Section - 01

\$11,875.51

Section - 03

11	03 22 11 00 0002	SF	6 x 6 x #10, 21 LB/CSF, Welded Wire Reinforcement In Slabs, (W 1.4 x W 1.4)						\$511.34
			Installation	Quantity	Unit Price	Factor	=	Total	
				992.00	0.44	1.1715	=	511.34	
			Required for each bleacer slab: 31' x 16'.						

Subtotal for Section - 03

\$511.34

Section - 11

12	11 68 33 23 0002	PR	Regulation Soccer Goal Posts						\$2,473.73
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	2,111.59	1.1715	=	2,473.73	

Subtotal for Section - 11

\$2,473.73

Section - 12

13	12 63 13 00 0031	EA	Bench 12' Long						\$10,130.99
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	2,161.97	1.1715	=	10,130.99	
			Includes practice benches and bleachers. The cost of line item for telescoping bleacher (CTC #12 66 10 00-0002) along with modifier #(0006) is way over and beyond the actual cost. We are using this line item as it's cheaper than the actual cost.						

Subtotal for Section - 12

\$10,130.99

Section - 31

14	31 11 00 00 0015	CY	Machine Loading Of Cleared And Grubbed Material						\$5,190.04
			Installation	Quantity	Unit Price	Factor	=	Total	
				895.00	4.95	1.1715	=	5,190.04	
			Load stripped grass area: 72,450 Sf. approximately 4" depth						
15	31 23 16 33 0007	CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine						\$2,977.72
			Installation	Quantity	Unit Price	Factor	=	Total	
				895.00	2.84	1.1715	=	2,977.72	
			Onsite Cut/Fill - Rough Grade Owner provided sand / peat mix - 72,450 SF in approximately 4" depth.						
16	31 23 16 33 0016	SY	Finish Grading for Bulk Excavation by Machine						\$2,923.48
			Installation	Quantity	Unit Price	Factor	=	Total	
				8,050.00	0.31	1.1715	=	2,923.48	
			Finish/Laser grade 72,450 Sf or 8,050 Sy.						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 027634.00
 Work Order Title: City of Pompano Beach Practice Soccer Field

Section - 31

17	31	25	14	26	0008	LF	3' High Silt Fence with Stakes at 4' O.C									\$1,560.44
							Installation	Quantity	Unit Price	Factor	=	Total				
								1,200.00	1.11	1.1715	=	1,560.44	x	x		

Subtotal for Section - 31

\$12,651.68

Section - 32

18	32	31	13	00	0744	EA	18' Softball Backstop Vinyl Coated Regulation									\$1,985.43
							Installation	Quantity	Unit Price	Factor	=	Total				
								0.00	10,990.31	1.1715	=	0.00	x	x		
							Demolition	2.00	847.39	1.1715	=	1,985.43	x			
							Demo existing softball / baseball back stops.									

19	32	91	13	26	0017	SY	Remove Sod With Machine									\$2,451.95
							Installation	Quantity	Unit Price	Factor	=	Total				
								8,050.00	0.26	1.1715	=	2,451.95	x	x		
							Strip and remove existing grass area: 72,450 Sf or 8,050 Sy.									

20	32	91	13	26	0019	SY	Pile Sod With Machine									\$4,715.29
							Installation	Quantity	Unit Price	Factor	=	Total				
								8,050.00	0.50	1.1715	=	4,715.29	x	x		
							Strip and remove existing grass area: 72,450 Sf or 8,050 Sy.									

21	32	91	13	36	0013	SY	Up To 4" Deep Tilling Topsoil With Rototiller									\$2,263.34
							Installation	Quantity	Unit Price	Factor	=	Total				
								8,050.00	0.24	1.1715	=	2,263.34	x	x		
							Roto-till existing 72,450 Sf or 8,050 Sy. soil.									

22	32	92	23	00	0005	MSF	>8,000 SF, Bermuda Sod, Installed On Level Ground									\$79,261.25
							Installation	Quantity	Unit Price	Factor	=	Total				
								88.00	768.84	1.1715	=	79,261.25	x	x		
							Install rolled Bermuda celebration sod. Adjustment factor set to "1" to keep cost within project budget.									

23	32	93	43	00	1379	EA	7 Gallon Chrysobalanus icaco - Red Tip Cocoplum									\$6,101.05
							Installation	Quantity	Unit Price	Factor	=	Total				
								190.00	27.41	1.1715	=	6,101.05	x	x		

Subtotal for Section - 32

\$96,778.31

Section - 33

24	33	44	13	13	0131	EA	24" Diameter Cast Iron Catch Basin Frame And Cover									\$1,087.34
							Installation	Quantity	Unit Price	Factor	=	Total				
								2.00	464.08	1.1715	=	1,087.34	x	x		
							Install steel covers over existing drains.									

Subtotal for Section - 33

\$1,087.34

Proposal Total

\$138,831.56

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: January 29, 2015

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 027634.00
Owner PO #:
Title: City of Pompano Beach Practice Soccer Field
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$138,831.56

Name of Contractor	Duties	Amount	%
QDS Development	Site preparation and demolition; Install Owner provided fill; Rough & finish grade	\$0.00	0.00
Shiff Construction & Development, Inc.	General Contractor; Project Manager	\$0.00	0.00

Exhibit 'E'



CERTIFICATE OF LIABILITY INSURANCE

SHIFF-1 OP ID: CDL

DATE (MM/DD/YYYY)
03/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lanza Insurance Agency Inc. 9800 W Sample Road - Ste 300 Coral Springs, FL 33065 Diana Lanza Schott	CONTACT NAME: Diana Lanza Schott	
	PHONE (A/C No. Ext): 954-825-0424	FAX (A/C No.): 954-825-0425
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Shiff Construction & Development Inc 3201 N Federal Highway #212 Fort Lauderdale, FL 33306	INSURER A: Starr Indemnity & Liability Co	
	INSURER B: Progressive Express Ins. Co.	
	INSURER C: FCB&I Fund	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL BURR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	SLPS-GL02409-00	04/04/2014	04/04/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		08427311-8	05/07/2014	05/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	X				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		108-46873	03/27/2014	03/27/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Carpentry Interior Renovations and commercial build outs
 Certificate holder is listed as an additional insured

CERTIFICATE HOLDER POMPANO City of Pompano Beach Building Department Fax @ 854-788-4656 or 786 4168 100 W. Atlantic Blvd. Pompano, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Meeting Date: 2/10/2015

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to purchase hydrofluosilicic acid (fluoride), as needed, for the Water Treatment Plant, per the City of Fort Lauderdale cooperative bid #432-11261, from Harcros Chemicals, Inc. at an annual expenditure of \$56,250.00 and a total estimated expenditure of \$168,750.00.

Summary of Purpose and Why:

The City of Fort Lauderdale issued a bid for "Hydrofluosilicic Acid" (fluoride) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, on behalf of participating governmental agencies. Formal approval is required for the City to purchase fluoride from the awarded vendor from Fort Lauderdale Bid #432-11261, Harcros Chemicals, Inc. The contract is valid through February 28, 2016, with renewal periods possible as stated in the bid specifications. The estimated annual expenditure for fluoride is \$56,250.00. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director 954 545-7044
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 412-3320-533.52-05, Utility Fund/Water Treatment Plant/Chemicals.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>1/28/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>1/29/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>1/29/15</u>	<u>approve</u>	<u>[Signature]</u>
Budget	<u>1-30-15</u>	<u>approve</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 #15-040
January 26, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OTJ*

From: Cassandra LeMasurier, Purchasing Supervisor *CL*

Subject: Approval to Purchase Hydrofluosilicic Acid (Fluoride) for the Water Treatment Plant, per the City of Fort Lauderdale Cooperative Bid #432-11261

Contract Need/Background

The City of Fort Lauderdale issued bid #432-11261 to establish a contract for the purchase of Hydrofluosilicic Acid (Fluoride) as the lead agency for the Southeast Governmental Purchasing Cooperative, on behalf of participating governmental agencies. The vendor awarded the City of Fort Lauderdale bid #442-11397 is Harcros Chemicals, Inc. The contract is valid through February 28, 2016 with two additional one year renewals possible. The City's Utilities Department requires approximately 2225,000 pounds annually at a cost of \$0.25 per pound for a total annual expenditure of \$56,250.00 and a total estimated expenditure of \$168,750.00 over the duration of the contract.

Attached you will find copies of a memorandum from the Utilities Treatment Plants Superintendent, and applicable copies of the Fort Lauderdale Bid/Contract Documents.

Funding

Fluoride is purchased, as needed, from budgeted funds in account 412-3320-533.52-05 Utility Fund / Water Treatment Plant Operating Supplies / Chemicals.

Award Recommendation

After review of the Fort Lauderdale contract with the Utilities Department it is recommended that Harcros Chemicals, Inc. be awarded a contract for the purchase of Fluoride, as needed, at the unit prices specified in the City of Fort Lauderdale Cooperative Bid #432-11261, through February 28, 2016, with possible renewal periods as stated in the contract.

enclosures

cc: file



Phone: (954) 545-7016

**City of Pompano Beach
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

MEMORANDUM NO. 15 - 01

DATE: January 22, 2015
TO: Otis Thomas, General Services Director
FROM: Phil Hyer, Utilities Treatment Plants Superintendent *PH*
C: A. Randolph Brown, Utilities Director *ARB*
SUBJECT: Renewal of Co-op Bid Contract for Hydrofluosilicic Acid (Fluoride)

Chemical Need:

Fluoride is used in the water treatment process to provide consumer protection from tooth decay and is strongly recommended by the State of Florida Department of Health and supported by City Commission through Resolution #1999-145.

Procurement Background:

The City of Fort Lauderdale, as the lead agency for the co-op bid for the purchase of fluoride, awarded Harcros Chemicals, Inc. as their fluoride supplier in 2011 under contract #403-10368. The City of Pompano Beach Commission subsequently approved a piggyback of this Ft. Lauderdale Fluoride contract Bid #403-10368 on April 12, 2011. This contract has yearly renewal options and has since been renewed by the City of Ft. Lauderdale. The original contract #403-10368 to purchase fluoride from Harcros Chemicals, Inc. has been replaced by contract # 432-11261 during the renewal process.

Additionally, the cost to purchase fluoride has decreased since the original bid contract was priced at \$0.375 for LTL quantities. The current renewal price is \$0.25 per pound. The City's Utilities Department requires approximately 225,000 pounds annually. This equates to an annual expenditure of approximately \$56,250.00.

Recommendation:

The Utilities Department recommends piggybacking the City of Fort Lauderdale contract # 432-11261 for procurement of fluoride from Harcros Chemicals, Inc. The annual cost to the Utility Department is estimated at \$56,250.00 annually. Funding is available in the Water Treatment Plant chemical account number 412-3320-533-52-05.



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, Rm. 619 • Fort Lauderdale, FL 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

August 21, 2014

Harcros Chemicals, Inc.
Attn: Gary Delk
5132 Trenton Street
Tampa, FL 33619

Email: floridabids@harcros.com

RE: **Contract Extension 432-11261**
Hydrofluosilicic Acid

Dear Mr. Delk:

The extension of the contract noted above has been administratively approved. The revised contract expiration date will be **February 28, 2016**. This contract extension will be the first of three possible extension options.

All terms, conditions and specifications of this contract will remain in effect during the extension period, including insurance and/or performance bond coverage requirements.

If insurance is required for this contract, you should review your expiration date(s) at this time to insure that your coverage is current and provide this office with an updated certificate.

We hope this will continue to be a rewarding and profitable business relationship.

Sincerely,

ELIZABETH COHEN

Elizabeth Cohen
Administrative Assistant I



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable gray boxes and submit with bid documents and applicable award notices and tabulations to lpiper@myboca.us for placement on the NIGP SE FL Florida Website Coop Contract page.

BID/RFP NO.: 432-11261

DESCRIPTION/TITLE: Hydrofluosilicic Acid

INITIAL CONTRACT TERM: Starts: 03/01/14 Ends: 02/28/15

RENEWAL TERMS OF CONTRACT: 3 RENEWAL OPTIONS FOR one year each
(Number of renewals) (period of time)

SECTION #1 - VENDOR AWARD

Vendor Name: Harcros Chemicals, Inc.

Vendor Address: 5132 Trenton Street
Tampa, FL 33619

Contact: Gary Delk

Phone: 813.247.4531

Fax: 813.247.7917

Cell/Pager:

Email Address: floridabids@harcros.com

Website:

FEIN: 431936062

SECTION #2 - AWARD/BACKGROUND INFORMATION

Award Date: 11/05/13 **Resolution/Agenda Item No.:** PUR-1, 13-1380

Insurance Required: Yes

Performance Bond Required: No

SECTION #3 - LEAD AGENCY

Agency Name: City of Fort Lauderdale

Agency Address: 100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

Agency Contact: Bob McKenney

Telephone: 954.828.5139 **Facsimile:** 954.828.5576

Email: rmckenney@fortlauderdale.gov



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

January 3, 2014

Harcros Chemicals, Inc.
5132 Trenton Street
Tampa, FL 33619
Attn: Gary Delk

Dear Mr. Delk:

Congratulations, the City of Fort Lauderdale has awarded your company **Co-Op Contract 432-11261** for **Hydrofluosilicic Acid**. Attached for your records is a copy of the Contract Summary. The contract term will be March 1, 2014 through February 25, 2015.

The terms, conditions and specifications of this contract will remain in effect during the contract term, including insurance and/or performance bond coverage requirements if required.

We hope this will to be a rewarding and profitable business relationship.

Sincerely,

Elizabeth Cohen
Administrative Assistant I

Attachment

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DIVISION

Period Covered: 03/01/14 – 02/28/15	Contract No.: 432-11261 Co-Op Contract	Master Blanket: N/A
---	---	-------------------------------

Awarded Vendor:

Harcros Chemicals, Inc.
5132 Trenton Street
Tampa, FL 33619

Delivery: 5 to 7 days, ARO
Payment Terms: Net 30
P-Card Accepted: Yes No

Attn: Gary Delk
813.247.4531
Fax 813.247.7917
Email: floridabids.harcros.com

Insurance Coverage Required: Yes No
Authorized for Purchases: \$50,000 Under Over
Extension Options: Yes No Years: 3, 1 year extensions

HYDROFLUOSILICIC ACID

Item #1 Full Truck Loads, One Stop	\$0.025 / pound
Item #2 Less Than Full Truck Loads	\$0.265 / pound
Item #3 Demurrage Rate	\$75.00 / Hour

Department Contract Co-Ordinator: Rick Johnson 954.828.7865
Procurement Specialist: Bob McKenney, CPPB

**Bid Tabulation Packet
for
Solicitation 432-11261**

Hydrofluosilicic Acid (Co-Op)

Bid designation: Public



City of Fort Lauderdale

Bid #432-11261 - Hydrofluosilicic Acid (Co-Op)

Creation Date Jul 17, 2013

End Date Sep 25, 2013 2:00:00 PM EDT

Start Date Aug 20, 2013 12:34:50 PM EDT

Awarded Date Not Yet Awarded

432-11261--01-01 Full Truck Loads, One Stop					
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs
Harcros Chemicals	First Offer - \$0.25	2206667 / pound	\$551,666.75	Y	Y
Product Code:		Supplier Product Code: 26268			
Agency Notes:		Supplier Notes: Pricing is based on 23% analysis			
Key Chemical, Inc. [Ad]	First Offer - \$0.2685	2206667 / pound	\$592,490.0895	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength			

432-11261--01-02 Less than full truck loads, regardless of the number of stops.					
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs
Harcros Chemicals	First Offer - \$0.265	2206667 / pound	\$584,766.795	Y	Y
Product Code:		Supplier Product Code: 26268			
Agency Notes:		Supplier Notes: Pricing is based on 23% analysis			
Key Chemical, Inc. [Ad]	First Offer - \$0.372	2206667 / pound	\$820,880.124	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength			

432-11261--01-03 Demurrage Rate					
Supplier	Unit Price	Qty/Unit	Total Price	Attach	Docs
Key Chemical, Inc. [Ad]	First Offer - \$0.80	100 / hour	\$80.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Demurrage based on \$80/Hour after 2 hours free unloading			
Harcros Chemicals	First Offer - \$75.00	100 / hour	\$7,500.00	Y	Y
Product Code:		Supplier Product Code: Demurrage			
Agency Notes:		Supplier Notes:			

Supplier Totals

Harcros Chemicals		\$1,149,933.505 (3/3 items)	
Bid Contact	Carla Birdwell cbirdwell@harcros.com Ph 813-247-4531 Fax 813-247-7917	Address 5132 Trenton Street Tampa, FL 33619	
Supplier Code:	00000489		
Bid Notes:	Pricing is based on 23% analysis. Pricing includes all delivery charges, except for demurrage.		
Agency Notes:	Supplier Notes: Pricing is based on 23% analysis. Pricing includes all delivery charges, except for demurrage.		
Key Chemical, Inc. [Ad]		\$1,413,450.2135 (3/3 items)	
Bid Contact	Barbara L Luffman blids@keychemicalinc.com Ph 704-843-9873 Fax 704-973-9281	Address 9503 Dovewood Place Waxhaw, NC 28173	
Agency Notes:	Supplier Notes:		

**

Harcros Chemicals

Bid Contact **Carla Birdwell** Address **5132 Trenton Street**
cbirdwell@harcros.com **Tampa, FL 33619**
Ph 813-247-4531
Fax 813-247-7917

Supplier Code 00000489

Bid Notes **Pricing is based on 23% analysis. Pricing includes all delivery charges, except for demurrage.**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch. Docs
432-11261--01-01	Full Truck Loads, One Stop Supplier Product Code: 26268 Supplier Notes: Pricing is based on 23% analysis	First Offer - \$0.25	2206667 / pound	\$551,666.75 Y Y
432-11261--01-02	Less than full truck loads, regardless of the number of stops. Supplier Product Code: 26268 Supplier Notes: Pricing is based on 23% analysis	First Offer - \$0.265	2206667 / pound	\$584,766.755 Y
432-11261--01-03	Demurrage Rate Supplier Product Code: Demurrage	First Offer - \$75.00	100 / hour	\$7,500.00 Y

Supplier Total **\$1,143,933.505**

Harcros Chemicals

Item: **Full Truck Loads, One Stop**

Attachments

Harcros Sample Cert 2012-13.pdf

fsa coo 091012.pdf



City of Fort Lauderdale

Mosaic Crop Nutrition, LLC
13830 Circa Crossing Drive
Lithia, FL 33547

Bid 432-11261

September 10, 2012

Product Compliance Certification

We certify that the Fluorosilicic Acid supplied by Mosaic Co. will meet the specifications of the AWWA Standard B703-11 and further that it has been certified by NSF to meet the NSF/ANSI Standard 60 for treatment of potable water and has been produced within the continental limits of the United States.

A handwritten signature in black ink, appearing to read "Art M. Espinosa", is written over a horizontal line.

Art M. Espinosa, Florida Quality Control Lab Manager

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

432-11261

Hydrofluosilicic Acid (Co-Op)



Bob McKenney

954-828-5139

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 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 Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City

representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section

of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184 (5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, 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 from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

14. List any licenses/permits, etc. you hold for performing this type of work:

Florida Business Registration
Hillsborough County Tax Registration

15. Other comments?

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Gary Delk** (Authorized signature) **September 25, 2013** (date)

Name (printed) **Gary Delk** Title: **District Manager**

Company: (Legal Registration) **Harcros Chemicals, Inc**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **5132 Trenton Street**

City: **Tampa State: FL** Zip: **33619**

Telephone No. **813-247-4531** FAX No. **813-247-7917** Email: **floridabids@harcros.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **2-7 days**

Payment Terms (section 1.04): **N30** Total Bid Discount (section 1.05): **NA**

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1 issued 9/19/13	

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **N/A**

revised 11-29-11

Key Chemical, Inc.

Bid Contact **Barbara L Luffman**
bids@keychemicalinc.com
Ph 704-843-9873
Fax 704-973-9281

Address **9503 Dovewood Place**
Waxhaw, NC 28173

Item #	Line Item Notes	Supplier Product Code:	First Offer	Unit Price	Qty/Unit		Attch.	Docs
432-11261--01-01	Full Truck Loads, One Stop	Supplier Product Code: Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength	First Offer - \$0.2685		2206667 / pound	\$592,490.0895	Y	Y
432-11261--01-02	Less than full truck loads, regardless of the number of stops.	Supplier Product Code: Supplier Notes: Bid based on 23% strength, quantity will be adjusted due to strength	First Offer - \$0.372		2206667 / pound	\$820,880.124	Y	Y
432-11261--01-03	Demurrage Rate	Supplier Product Code: Supplier Notes: Demurrage based on \$80/Hour after 2 hours free unloading	First Offer - \$0.80		100 / hour	\$80.00		Y

Supplier Total **\$1,413,450.2135**

Key Chemical, Inc.

Item: **Full Truck Loads, One Stop**

Attachments

HFS - Full Package.pdf

Unimin Indep. Lab.pdf

Business License App - Florida - Exp 12-31-13.pdf

COI - Ft Lauderdale FL - Exp 08-01-14.pdf



HYDROFLUOROSILICIC ACID

SALES SPECIFICATION

Chemical Analysis		
	Specification	Typical
Assay (H ₂ SiF ₆)	23.00% ± 3%	23.0%
Fluorine (F)	18.22% ± 1.5%	19.0%
Heavy Metals as Lead (Pb)	0.02% max	0.0002%
Hydrofluoric Acid (HF)	Less than 1.00%	nil

Physical Properties	
Description	Water white to straw yellow solution, meeting both the AWWA Standard B703a-97 and the NSF/ANSI Standard 60 for Fluorosilicic Acid.
Color	Straw Yellow shall be determined as material with a maximum of 200 units (APHA) in accordance with method 2120B, visual comparison method.
Specific Gravity	1.234 (H ₂ O = 1) for 25% @ 60°F
Boiling Point for 25%	222.5°F
Freezing Point for 25%	4°F (-15.5°C)
Molecular Weight	144.08
Weight per Gallon for 25%	10.29 lbs./gal

Rev 9/1/2009

The information herein is believed to be reliable and is to assist customers in determining whether our products are suitable for their applications. However, no warranty, express or implied is made as to its accuracy or completeness and none is made as to fitness of this material for any purpose. Our products are intended for sale to industrial and commercial customers. We request that customers inspect and test our products before use and satisfy themselves as to contents and suitability. Nothing herein shall constitute any other warranty express or implied, including any warranty of merchantability or fitness nor of protection from any law or patent to be inferred. All patent rights are reserved. The exclusive remedy for all proven claims is replacement of our materials and in no event shall we be liable for special, incidental or consequential damages. We shall not be liable for damages to person or property resulting from its use. Consult the Material Safety Data Sheet for additional information.

Rev 9/1/2009

Key Chemical, Inc.
Phone (704) 843-9873

9503 Dovewood Place
Quality • Service • Commitment

Waxhaw, NC 28173
Fax (704) 973-9281

Certificate of Compliance

Certificate Number 20110118 – MH47618-25246
 Report Reference MH47618, 2010 February 01
 Issue Date 2011 January 18

Page 1 of 1



Issued to: **KEY CHEMICAL INC**
 9503 DOVEWOOD PL
 WAXHAW, NC 28173 USA

This is to certify that representative samples of

Drinking Water Treatment Chemicals

Model Descriptions: Hydrofluosilicic Acid 20-25% (Fluosilicic Acid).

Have been investigated by Underwriters Laboratories Inc.® in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: The basic standard used to investigate products in this category is ANS/NSF 60-2009, "Drinking Water Treatment Chemicals - Health Effects."

Additional Information: **Marking:**
 Bakersville, NC

Product	Maximum Use Level, mg/L
Hydrofluosilicic Acid 20-25%	6.0

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and, the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product

William R. Carney
 Director, North American Certification Programs



Hydrofluorosilicic Acid 23%
Affidavit of Compliance with NSF / AWWA Current Standard

To Whom It May Concern:

This letter certifies that the Hydrofluorosilicic Acid furnished by Key Chemical will meet or exceed all of your required specifications (AWWA B703, NSF 60).

Attached is a UL (an ANSI Accredited Agency) certification attesting that our product meets current AWWA/NSF standards.

Please note our material is manufactured in the USA.

Key Chemical is a strong supplier to the water treatment industry. We look forward to being a reliable supplier bringing you quality products when you need them.

Best Regards,
KEY CHEMICAL, INC.

A handwritten signature in black ink, appearing to read "Steven V. Norris", written over a horizontal line.

Steven V. Norris
President



MATERIAL SAFETY DATA SHEET FLUROSILICIC ACID

CHEMICAL PRODUCT & COMPANY IDENTIFICATION

Key Chemical, Inc
9503 Dovewood Place
Waxhaw, NC 28173

EMERGENCY TELEPHONE NO.:
Chemtel 800-255-3924

TRADE NAME:
Hydrofluorosilicic Acid
CHEMICAL NAME:
Fluorosilicic Acid

IDENTIFICATION NUMBER:
UN 1778
SYNONYMS:
Fluorosilicic Acid, HFS

INGREDIENTS

<u>Component</u>	<u>CAS #</u>	<u>Percent</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>Units</u>
Water	7732-18-5	70-80	Not Est.	Not Est.	Not Est.
Fluorosilicic Acid	16961-83-1	20-30	2.5 (As F-)	2.5 (As F-)	mg/M ³
Hydrogen Fluoride	7664-39-3	0-1	3 (C)	3 6 (STEL)	ppm ppm

ACGIH TLVs are based on 1997 values. OSHA PELs are based on the more stringent 1987 values, which were subsequently vacated by the courts. All values are 8-hour time-weighted averages unless otherwise noted. (C) represents a ceiling exposure limit that should not be exceeded at any time. (STEL) represents Short Term Exposure Limit - normally 15 minutes.

HAZARDS IDENTIFICATION**EMERGENCY OVERVIEW**

Product is a clear liquid with a pungent, sour, penetrating odor. Liquid may cause severe irritation and chemical burns of the eyes, skin, mucous membranes, and respiratory tract. Development of hydrofluoric acid burns may take up to 12 hours after exposure. Wear appropriate personal protective equipment. Keep individuals not involved in the clean-up out of the area. Prevent spread of release by diking with earth, sand, or other non-reactive materials. Prevent entry into storm or sanitary sewers, ground water, or soil. Releases may be reportable to local, state, and/or federal authorities. Absorb releases material with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After clean up, slowly neutralize residual materials with a weakly basic media, preferably ground or powdered limestone. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous.

POTENTIAL HEALTH EFFECTS:

Eye:	May cause severe irritation and chemical burns of the eyes. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Contact:	May cause severe irritation and chemical burns of the skin. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Absorption:	Not known to be absorbed through the intact skin.
Ingestion:	MAY BE FATAL IF LARGE AMOUNTS ARE INGESTED. May cause abdominal pain diarrhea, vomiting, excess salivation, and painful spasms of the limbs.
Inhalation:	May cause severe irritation and chemical burns of the mucous membranes and respiratory tract.

Chronic and Carcinogenicity: Prolonged exposure may cause dermatitis. The product has not been identified as a carcinogen or potential carcinogen. Pre-existing skin, lung, central nervous system, and kidney conditions may be aggravated by exposure to the components of the product. Exposure to fluorides at concentrations well above the TLV or PEL may cause a chronic bony fluorosis. See Section 11.

FIRST AID MEASURES

Inhalation:	Remove exposed person to fresh air. If breathing is difficult, oxygen may be administered. If breathing has stopped, artificial respiration should be started immediately. Seek medical attention.
Eyes:	Flush with tepid water for at least 20 minutes holding the eyelids wide open. Seek medical attention immediately.
Skin:	Wash thoroughly with mild soap and water. Seek medical attention immediately and advise medical personnel of possible hydrogen fluoride exposure. Remove any contaminated clothing and launder thoroughly before reuse.

4. FIRST AID MEASURES - Continued

Ingestion: SEEK MEDICAL ATTENTION IMMEDIATELY. Give water to dilute. Do not induce vomiting unless directed by licensed medical personnel. Advise medical personnel of possible fluoride and hydrogen fluoride exposure. Never give anything by mouth to an unconscious individual.

5. FIRE FIGHTING MEASURES

Flash Point: NA LEL: NA UEL: NA Auto Ign. Temp.: NA

Product will not ignite. Material in or near fires should be cooled with a water spray or fog if compatible with fire fighting techniques for the other materials involved in the fire. A self-contained breathing apparatus operating in the positive pressure mode and full fire fighting gear should be worn for combating fires. Water used to fight fires should be contained. See Section 12.

6. ACCIDENTAL RELEASE MEASURES

Prevent spread of release by diking with earth, sand, or other non-reactive materials. Absorb releases with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After initial clean up, slowly neutralize the release area with a weakly basic media, preferably ground or powdered limestone. Appropriate personal protective equipment cited in Section 8 should be worn during all clean-up operations. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous. Releases may be reportable to local, state, and/or federal authorities. See Sections 12 & 15.

7. HANDLING AND STORAGE

Do not store in metal containers or with or near incompatible materials cited in Section 10. Store in tightly closed containers out of contact with the elements. Appropriate personal protective equipment cited in Section 8 should be worn during handling. Good housekeeping and engineering practices should be employed to prevent spills of the product in the workplace. Any spills should be cleaned up as soon as possible to minimize the possibility of contact. See Section 6. Wash hands and face thoroughly before eating, drinking or smoking.

8. EXPOSURE CONTROL - PERSONAL PROTECTION

Engineering Controls: Local exhaust ventilation should be provided to maintain exposures below the limits cited in Section 2. Design details for local exhaust ventilation systems may be found in the latest edition of "Industrial Ventilation: A Manual of Recommended Practice" published by the ACGIH Committee on Industrial Ventilation, P.O. Box 16153, Lansing, MI, 48910. The need for local exhaust ventilation should be evaluated by a professional industrial hygienist. Local exhaust ventilation systems should be designed by a professional engineer.

Respiratory Protection: If exposures may exceed the limits cited in Section 2, use, as a minimum, a NIOSH approved 1/2 face-piece respirator with cartridges approved for acid gases, hydrogen fluoride. If exposures exceed 10 times the limits cited in Section 2, consult your respiratory protection equipment supplier or a professional industrial hygienist for selection of the proper equipment. The evaluation of the need for respiratory protection should be made by a professional industrial hygienist.

8. EXPOSURE CONTROL PERSONAL PROTECTION - Continued

Eye Protection: Chemical protective goggles are recommended where there is the possibility of eye contact with the product. Safety glasses with side-shields are recommended for all other operations.

Protective Gloves: Polymeric gloves are recommended to prevent possible chemical burns. Butyl rubber is recommended.

General: A butyl coated apron or other body covering is recommended where regular work clothing may become contaminated with the product. All soiled or dirty clothing and personal protective equipment should be thoroughly cleaned before reuse.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND PHYSICAL STATE: Clear to Yellow Liquid	OCTANOL/WATER PARTITION COEFFICIENT: NA
VAPOR DENSITY (AIR =1): 1-2	MELT POINT: 1.4 to 4° F
VAPOR PRESSURE: 24 mm Hg at 77° F (25% concentration)	EVAPORATION RATE (BUTYL ACETATE = 1): NA
ODOR: Pungent, sour, Penetrating	SPECIFIC GRAVITY/BULK DENSITY: 1.17 g/cc (25% concentration)
% VOLATILE BY VOLUME: 70 - 90 %	BOILING POINT: 225° F
% SOLUBILITY (H ₂ O): 100	pH: 1.5 - 2 (10% concentration)

10. STABILITY AND REACTIVITY

Stability & Polymerization: Product is stable. Hazardous polymerization will not occur.

Incompatibility (Conditions to Avoid): Do not store in metal or glass containers, with or near strong acids, reducing agents, organics, glass, concrete, leather, natural rubber, or metals. Fluorosilicic acid can react with many metals to liberate hydrogen gas which is highly flammable. May react with strong mineral acids to liberate hydrogen fluoride or hydrofluoric acid which are highly toxic and corrosive.

Hazardous Decomposition Products: Toxic and corrosive fluoride gases.

Special Sensitivity: None that are known.

11. TOXICOLOGICAL INFORMATION

The acute lethal oral toxicity in rats for fluorosilicic acid is approximately 35 mg per kilogram of body weight. Based on the fluorosilicic acid content, this is equivalent to approximately 9 grams for the average human. Hydrofluoric acid burns from dilute solutions may not become evident for up to 12 hours after exposure. They are characterized by intense pain and burning at the site of contact. Appropriate medical treatment to neutralize the causative agent is the only way to alleviate the pain and burning. Chronic bony fluorosis is a very rare condition and is not expected to develop if exposures are maintained below mandated or recommended exposure limits.

12. ECOLOGICAL INFORMATION

Fluorides can be highly toxic to aquatic and terrestrial flora and fauna. Care should be taken to prevent the product from entering the environment.

13. DISPOSAL CONSIDERATIONS

Product is defined as a Corrosive Hazardous Waste (D002). It should be disposed of in accordance with all applicable local, state, and/or federal regulations. If used or waste product is disposed of, testing, including TCLP, should be conducted to determine hazard characteristics. Empty containers will contain product residues. Do not use for any purpose other than to store product.

14. TRANSPORTATION INFORMATION

DOT Shipping Description:	Fluorosilicic Acid, 8, UN 1778, PGII
Label:	Corrosive
Restrictions:	Passenger Aircraft = 1L; Cargo Only Aircraft = 30 L

15. REGULATORY INFORMATION

The hydrogen fluoride component of the product is reportable under Section 313 of the Superfund Amendments and Reauthorization Act of 1986.

OSHA Hazard Communication Categories: Irritant, Lung Hazard, Skin Hazard, Kidney Hazard

SARA Hazard Categories: Acute Hazard, Chronic Hazard

The Reportable Quantity (RQ) for releases of hydrogen fluoride to the environment is 100 pounds.

Hydrogen fluoride has been listed as a Special Health Hazard Substance by the State of New Jersey.

All components of the product are included in the Toxic Substances Control Act (TSCA) inventory.

16. OTHER INFORMATION

Not Est. = Not Established; NA = Not Applicable; ND = Not Determined

Preparation /Revision Date: 10/01/2009

Reason for Revision: Review information and convert to ANSI Z400.1 format

18. OTHER INFORMATION - Continued

IMPORTANT SAFETY NOTICE

The information contained in the Material Safety Data Sheet relates only to the specific material(s) described herein and does not relate to use in combination with any other material or substance or in any process. We believe that the information contained herein is current as of the date of issue of this Material Safety Data Sheet. *Because the use of this information and these opinions and the conditions of use of this product are not within the control of Key Chemical, it is the user's obligation to determine the conditions of safe use of the product.*

Users of this product should study this Material Safety Data Sheet and become aware of the product hazards and safety information before using the product. Users should also notify their employees, agents, and contractors regarding information contained in this Material Safety Data Sheet and any product hazards and safety information in order to provide safe use of this product.



April 09, 2013

To: DENNIS JOHNSON
UNIMIN CORP
Email: dwjohnson@unimin.com

Subject: Follow-Up Testing Completed - Conforming Results
Sample Tag #: F884449, HYDROFLUOSILICIA ACID 20-25%
File #: MH25246, Vol. #: 2
CCN: FDPH, Drinking water treatment chemicals

Dear Sir/Madam:

Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL.

The Follow-Up Services Testing has been completed on the Drinking water treatment chemicals, HYDROFLUOSILICIA ACID 20-25% selected by our UL Representative at your UNIMIN CORP, BAKERSVILLE, NC, 28705, UNITED STATES factory on December 03, 2012.

Please see below an itemized report of the results for the above referenced Tag.

WATER ANALYSIS - ANSI/NSF 60 METHOD A,B OR D (ONE SPECIMEN)
REGULATED METALS - 1 PH ANALYSIS
REGULATED METALS - DATA ANALYSIS
RADIONUCLIDES
RADIONUCLIDES DATA REVIEW
MAXIMUM USE LEVEL (MUL) - 6 mg/L

Your continued cooperation in maintaining conformance with the applicable test requirements is appreciated.

If we can be of any further assistance, please do not hesitate to contact Douglas S Frederick at +1 847 664 2231, Ext. 42231, or via email at Douglas.S.Frederick@ul.com.

Note: Should any of your FUS Sample Testing contact information change, please let us know so our records can be updated.

CC: DENNIS JOHNSON
UNIMIN CORP
Email: dwjohnson@unimin.com

Metals Analysis by EPA Method 200.8 and Mercury Analysis by EPA Method 245.1

Concentration of Contaminants, ug/L

Blank Adjusted Results

NF = 0.09569378

Parameter	Normalized	Unnormalized	SPAC
Antimony	< 0.6	< 6	0.6
Arsenic	< 0.96	< 10	1
Barium	< 1.9	< 20	200
Beryllium	< 0.3	< 3	0.4
Cadmium	< 0.5	< 5	0.5
Chromium	< 1.9	< 20	2 (Cr VI)
Copper	< 0.96	< 10	130
Lead	< 0.5	< 5	1.5
Selenium	< 1.9	< 20	5
Thallium	< 0.2	< 2	0.2
Mercury	< 0.01	< 0.1	0.2

Radionuclides Analysis by Standard Method 7110B

Concentration of Contaminants, pCi/L

Blank Adjusted Results

NF = 0.09569378

Parameter	Normalized	Unnormalized	SPAC
Gross alpha	< 0.17	< 1.8	1.5
Gross beta	< 0.11	< 1.1	5

NF - Normalization Factor

SPAC - Single Product Allowable Concentration

Cr VI - Chromium VI (the most critical chromium)

The Normalized Result is compared against the SPAC to determine compliance.

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F11000003829

Entity Name: KEY CHEMICAL, INC.

Current Principal Place of Business:

9503 DOVEWOOD PLACE
WAXHAM, NC 28173

Current Mailing Address:

9503 DOVEWOOD PLACE
WAXHAW, NC 28173 US

FEI Number: 90-0053161

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NRAI SERVICES, INC.
515 E. PARK AVE.
TALLAHASSEE, FL 32301 US

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

SIGNATURE:

01/24/2013

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title: CEO
Name: NORRIS, STEVEN V
Address: 5525 SUNNINGDALE DR
City-State-Zip: CHARLOTTE NC 28277

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: STEVE NORRIS

CEO

01/24/2013

Electronic Signature of Signing Officer/Director

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aaxia Chemical Insurance 3946 North Hampton Drive Powell OH 43065	CONTACT NAME: Larry Knight PHONE (A/C, No, Ext): (614) 467-4410 FAX (A/C, No): (866) 839-0872 E-MAIL ADDRESS: larryk@chemicalinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Star Insurance Company</td> <td>18023</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Star Insurance Company	18023	INSURER B:	Hartford Insurance Company		INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Key Chemical, Inc. 9503 Dovewood Place Waxhaw NC 28173																					

COVERAGES **CERTIFICATE NUMBER:** 2013-14 Liab COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL0538473	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY			CA0538473	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		UM0538473	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			36WECLV9730-13	8/1/2013	8/1/2014	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is an additional insured where required by written contract and as their interest may appear.

CERTIFICATE HOLDER City of Fort Lauderdale Bob McKenney rmckenney@fortlauderdale.gov 100 North Andrews Ave. Fort Lauderdale 33301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Larry Knight/DENISE
--	---

ADDITIONAL COVERAGES

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 25,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Commercial Umbrella Aggregate	Coverage Code	Form No.	Edition Date
Limit 1 4,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

OFADTLCV

Copyright 2001, AMS Services, Inc.

Key Chemical, Inc.

Item: **Less than full truck loads, regardless of the number of stops.**

Attachments

HFS - Full Package.pdf



HYDROFLUOROSILICIC ACID

SALES SPECIFICATION

Chemical Analysis		
	Specification	Typical
Assay (H ₂ SiF ₆)	23.00% ± 3%	23.0%
Fluorine (F)	18.22% ± 1.5%	19.0%
Heavy Metals as Lead (Pb)	0.02% max	0.0002%
Hydrofluoric Acid (HF)	Less than 1.00%	nil

Physical Properties	
Description	Water white to straw yellow solution, meeting both the AWWA Standard B703a-97 and the NSF/ANSI Standard 60 for Fluorosilicic Acid.
Color	Straw Yellow shall be determined as material with a maximum of 200 units (APHA) in accordance with method 2120B, visual comparison method.
Specific Gravity	1.234 (H ₂ O = 1) for 25% @ 60°F
Boiling Point for 25%	222.5°F
Freezing Point for 25%	4°F (-15.5°C)
Molecular Weight	144.08
Weight per Gallon for 25%	10.29 lbs./gal

Rev 9/1/2009

The information herein is believed to be reliable and is to assist customers in determining whether our products are suitable for their applications. However, no warranty, express or implied is made as to its accuracy or completeness and none is made as to fitness of this material for any purpose. Our products are intended for sale to industrial and commercial customers. We request that customers inspect and test our products before use and satisfy themselves as to contents and suitability. Nothing herein shall constitute any other warranty express or implied, including any warranty of merchantability or fitness nor of protection from any law or patent to be inferred. All patent rights are reserved. The exclusive remedy for all proven claims is replacement of our materials and in no event shall we be liable for special, incidental or consequential damages. We shall not be liable for damages to person or property resulting from its use. Consult the Material Safety Data Sheet for additional information.

Rev 9/1/2009

Key Chemical, Inc.
Phone (704) 843-9873

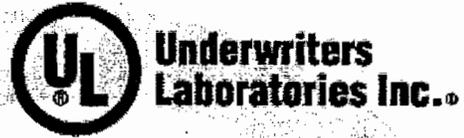
9503 Dovewood Place
Quality • Service • Commitment

Waxhaw, NC 28173
Fax (704) 973-9281

Certificate of Compliance

Certificate Number 20110118 – MH47618-25246
 Report Reference MH47618, 2010 February 01
 Issue Date 2011 January 18

Page 1 of 1



Issued to: **KEY CHEMICAL INC**
 9503 DOVEWOOD PL
 WAXHAW, NC 28173 USA

This is to certify that representative samples of

Drinking Water Treatment Chemicals

Model Descriptions: Hydrofluosilicic Acid 20-25% (Fluosilicic Acid).

Have been investigated by Underwriters Laboratories Inc.® in accordance with the Standard(s) indicated on this Certificate.

Standard(s) for Safety: The basic standard used to investigate products in this category is ANSI/NSF 60-2009, "Drinking Water Treatment Chemicals - Health Effects."

Additional Information: Marking:
 Bakersville, NC

Product	Maximum Use Level, mg/L
Hydrofluosilicic Acid 20-25%	6.0

Only those products bearing the UL Classification Mark should be considered as being covered by UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle symbol:  with the word "CLASSIFIED" (as shown); a control number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of the product; and, the product category name (product identity) as indicated in the appropriate UL Directory.

Look for the UL Classification Mark on the product

William R. Gates
 Director, North American Certification Programs



Hydrofluorosilicic Acid 23%
Affidavit of Compliance with NSF / AWWA Current Standard

To Whom It May Concern:

This letter certifies that the Hydrofluorosilicic Acid furnished by Key Chemical will meet or exceed all of your required specifications (AWWA B703, NSF 60).

Attached is a UL (an ANSI Accredited Agency) certification attesting that our product meets current AWWA/NSF standards.

Please note our material is manufactured in the USA.

Key Chemical is a strong supplier to the water treatment industry. We look forward to being a reliable supplier bringing you quality products when you need them.

Best Regards,
KEY CHEMICAL, INC.

A handwritten signature in black ink, appearing to read "Steven V. Norris", written over a horizontal line.

Steven V. Norris
President



MATERIAL SAFETY DATA SHEET FLUROSILICIC ACID

1. CHEMICAL PRODUCT & COMPANY IDENTIFICATION

Key Chemical, Inc
9503 Dovewood Place
Waxhaw, NC 28173

EMERGENCY TELEPHONE NO.:
Chemtel 800-255-3924

TRADE NAME:
Hydrofluorosilicic Acid
CHEMICAL NAME:
Fluorosilicic Acid

IDENTIFICATION NUMBER:
UN 1778
SYNONYMS:
Fluorosilicic Acid, HFS

2. INGREDIENTS

<u>Component</u>	<u>CAS #</u>	<u>Percent</u>	<u>ACGIH TLV</u>	<u>OSHA PEL</u>	<u>Units</u>
Water	7732-18-5	70-80	Not Est.	Not Est.	Not Est.
Fluorosilicic Acid	16961-83-1	20-30	2.5 (As F-)	2.5 (As F-)	mg/M ³
Hydrogen Fluoride	7664-39-3	0-1	3 (C)	3 6 (STEL)	ppm ppm

ACGIH TLVs are based on 1997 values. OSHA PELs are based on the more stringent 1987 values, which were subsequently vacated by the courts. All values are 8-hour time-weighted averages unless otherwise noted. (C) represents a ceiling exposure limit that should not be exceeded at any time. (STEL) represents Short Term Exposure Limit - normally 15 minutes.

3. HAZARDS IDENTIFICATION**EMERGENCY OVERVIEW**

Product is a clear liquid with a pungent, sour, penetrating odor. Liquid may cause severe irritation and chemical burns of the eyes, skin, mucous membranes, and respiratory tract. Development of hydrofluoric acid burns may take up to 12 hours after exposure. Wear appropriate personal protective equipment. Keep individuals not involved in the clean-up out of the area. Prevent spread of release by diking with earth, sand, or other non-reactive materials. Prevent entry into storm or sanitary sewers, ground water, or soil. Releases may be reportable to local, state, and/or federal authorities. Absorb releases material with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After clean up, slowly neutralize residual materials with a weakly basic media, preferably ground or powdered limestone. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous.

POTENTIAL HEALTH EFFECTS:

Eye:	May cause severe irritation and chemical burns of the eyes. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Contact:	May cause severe irritation and chemical burns of the skin. Hydrofluoric acid burns may not become evident for up to 12 hours after exposure.
Skin Absorption:	Not known to be absorbed through the intact skin.
Ingestion:	MAY BE FATAL IF LARGE AMOUNTS ARE INGESTED. May cause abdominal pain diarrhea, vomiting, excess salivation, and painful spasms of the limbs.
Inhalation:	May cause severe irritation and chemical burns of the mucous membranes and respiratory tract.

Chronic and Carcinogenicity: Prolonged exposure may cause dermatitis. The product has not been identified as a carcinogen or potential carcinogen. Pre-existing skin, lung, central nervous system, and kidney conditions may be aggravated by exposure to the components of the product. Exposure to fluorides at concentrations well above the TLV or PEL may cause a chronic bony fluorosis. See Section 11.

FIRST AID MEASURES

Inhalation:	Remove exposed person to fresh air. If breathing is difficult, oxygen may be administered. If breathing has stopped, artificial respiration should be started immediately. Seek medical attention.
Eyes:	Flush with tepid water for at least 20 minutes holding the eyelids wide open. Seek medical attention immediately.
Skin:	Wash thoroughly with mild soap and water. Seek medical attention immediately and advise medical personnel of possible hydrogen fluoride exposure. Remove any contaminated clothing and launder thoroughly before reuse.

FIRST AID MEASURES - Continued

Ingestion: SEEK MEDICAL ATTENTION IMMEDIATELY. Give water to dilute. Do not induce vomiting unless directed by licensed medical personnel. Advise medical personnel of possible fluoride and hydrogen fluoride exposure. Never give anything by mouth to an unconscious individual.

FIRE FIGHTING MEASURES

Flash Point: NA **LEL:** NA **UEL:** NA **Auto Ign. Temp.:** NA

Product will not ignite. Material in or near fires should be cooled with a water spray or fog if compatible with fire fighting techniques for the other materials involved in the fire. A self-contained breathing apparatus operating in the positive pressure mode and full fire fighting gear should be worn for combating fires. Water used to fight fires should be contained. See Section 12.

6. ACCIDENTAL RELEASE MEASURES

Prevent spread of release by diking with earth, sand, or other non-reactive materials. Absorb releases with a sorbent suitable for acidic materials or pump into appropriate containers for disposal. After initial clean up, slowly neutralize the release area with a weakly basic media, preferably ground or powdered limestone. Appropriate personal protective equipment cited in Section 8 should be worn during all clean-up operations. All materials collected during clean-up operations may be contaminated and should be treated as hazardous unless specific testing, including TCLP, shows the collected material to be non-hazardous. Releases may be reportable to local, state, and/or federal authorities. See Sections 12 & 15.

7. HANDLING AND STORAGE

Do not store in metal containers or with or near incompatible materials cited in Section 10. Store in tightly closed containers out of contact with the elements. Appropriate personal protective equipment cited in Section 8 should be worn during handling. Good housekeeping and engineering practices should be employed to prevent spills of the product in the workplace. Any spills should be cleaned up as soon as possible to minimize the possibility of contact. See Section 6. Wash hands and face thoroughly before eating, drinking or smoking.

8. EXPOSURE CONTROL - PERSONAL PROTECTION

Engineering Controls: Local exhaust ventilation should be provided to maintain exposures below the limits cited in Section 2. Design details for local exhaust ventilation systems may be found in the latest edition of "Industrial Ventilation: A Manual of Recommended Practice" published by the ACGIH Committee on Industrial Ventilation, P.O. Box 16153, Lansing, MI, 48910. The need for local exhaust ventilation should be evaluated by a professional industrial hygienist. Local exhaust ventilation systems should be designed by a professional engineer.

Respiratory Protection: If exposures may exceed the limits cited in Section 2, use, as a minimum, a NIOSH approved 1/2 face-piece respirator with cartridges approved for acid gases, hydrogen fluoride. If exposures exceed 10 times the limits cited in Section 2, consult your respiratory protection equipment supplier or a professional industrial hygienist for selection of the proper equipment. The evaluation of the need for respiratory protection should be made by a professional industrial hygienist.

8. EXPOSURE CONTROL - PERSONAL PROTECTION - Continued

Eye Protection: Chemical protective goggles are recommended where there is the possibility of eye contact with the product. Safety glasses with side-shields are recommended for all other operations.

Protective Gloves: Polymeric gloves are recommended to prevent possible chemical burns. Butyl rubber is recommended.

General: A butyl coated apron or other body covering is recommended where regular work clothing may become contaminated with the product. All soiled or dirty clothing and personal protective equipment should be thoroughly cleaned before reuse.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND PHYSICAL STATE: Clear to Yellow Liquid	OCTANOL/WATER PARTITION COEFFICIENT: NA
VAPOR DENSITY (AIR =1): 1-2	MELT POINT: 1.4 to 4° F
VAPOR PRESSURE: 24 mm Hg at 77° F (25% concentration)	EVAPORATION RATE (BUTYL ACETATE = 1): NA
ODOR: Pungent, sour, Penetrating	SPECIFIC GRAVITY/BULK DENSITY: 1.17 g/cc (25% concentration)
% VOLATILE BY VOLUME: 70 - 90 %	BOILING POINT: 225° F
% SOLUBILITY (H ₂ O): 100	pH: 1.5 - 2 (10% concentration)

10. STABILITY AND REACTIVITY

Stability & Polymerization: Product is stable. Hazardous polymerization will not occur.

Incompatibility (Conditions to Avoid): Do not store in metal or glass containers, with or near strong acids, reducing agents, organics, glass, concrete, leather, natural rubber, or metals. Fluorosilicic acid can react with many metals to liberate hydrogen gas which is highly flammable. May react with strong mineral acids to liberate hydrogen fluoride or hydrofluoric acid which are highly toxic and corrosive.

Hazardous Decomposition Products: Toxic and corrosive fluoride gases.

Special Sensitivity: None that are known.

11. TOXICOLOGICAL INFORMATION

The acute lethal oral toxicity in rats for fluorosilicic acid is approximately 35 mg per kilogram of body weight. Based on the fluorosilicic acid content, this is equivalent to approximately 9 grams for the average human. Hydrofluoric acid burns from dilute solutions may not become evident for up to 12 hours after exposure. They are characterized by intense pain and burning at the site of contact. Appropriate medical treatment to neutralize the causative agent is the only way to alleviate the pain and burning. Chronic bony fluorosis is a very rare condition and is not expected to develop if exposures are maintained below mandated or recommended exposure limits.

12. ECOLOGICAL INFORMATION

Fluorides can be highly toxic to aquatic and terrestrial flora and fauna. Care should be taken to prevent the product from entering the environment.

13. DISPOSAL CONSIDERATIONS

Product is defined as a Corrosive Hazardous Waste (D002). It should be disposed of in accordance with all applicable local, state, and/or federal regulations. If used or waste product is disposed of, testing, including TCLP, should be conducted to determine hazard characteristics. Empty containers will contain product residues. Do not use for any purpose other than to store product.

14. TRANSPORTATION INFORMATION

DOT Shipping Description:	Fluorosilicic Acid, 8, UN 1778, PGII
Label:	Corrosive
Restrictions:	Passenger Aircraft = 1L; Cargo Only Aircraft = 30 L

15. REGULATORY INFORMATION

The hydrogen fluoride component of the product is reportable under Section 313 of the Superfund Amendments and Reauthorization Act of 1986.

OSHA Hazard Communication Categories: Irritant, Lung Hazard, Skin Hazard, Kidney Hazard

SARA Hazard Categories: Acute Hazard, Chronic Hazard

The Reportable Quantity (RQ) for releases of hydrogen fluoride to the environment is 100 pounds.

Hydrogen fluoride has been listed as a Special Health Hazard Substance by the State of New Jersey.

All components of the product are included in the Toxic Substances Control Act (TSCA) inventory.

16. OTHER INFORMATION

Not Est. = Not Established; NA = Not Applicable; ND = Not Determined

Preparation /Revision Date: 10/01/2009

Reason for Revision: Review information and convert to ANSI Z400.1 format

16. OTHER INFORMATION - Continued

IMPORTANT SAFETY NOTICE

The information contained in the Material Safety Data Sheet relates only to the specific material(s) described herein and does not relate to use in combination with any other material or substance or in any process. We believe that the information contained herein is current as of the date of issue of this Material Safety Data Sheet. *Because the use of this information and these opinions and the conditions of use of this product are not within the control of Key Chemical, it is the user's obligation to determine the conditions of safe use of the product.*

Users of this product should study this Material Safety Data Sheet and become aware of the product hazards and safety information before using the product. Users should also notify their employees, agents, and contractors regarding information contained in this Material Safety Data Sheet and any product hazards and safety information in order to provide safe use of this product.

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

432-11261

Hydrofluosilicic Acid (Co-Op)



Bob McKenney

954-828-5139

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 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 Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 **BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City

representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section

of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184 (5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** If applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, 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 from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

14. List any licenses/permits, etc. you hold for performing this type of work:

State of Florida Business License

15. Other comments?

None

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read 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 bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Barbara Luffman** **9/23/2013**
 (Authorized signature) (date)

Name (printed) **Barbara Luffman** Title: **Bid Manager**

Company: (Legal Registration) **Key Chemical, Inc.**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **9503 Dovewood Place**

City: **Waxhaw** State: **NC** Zip: **28173**

Telephone No. **704-843-9873** FAX No. **704-973-9281** Email: **bluffman@keychemicalinc.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **3-6**

Payment Terms (section 1.04): **Net 30** Total Bid Discount (section 1.05): **0**

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
1	9/19/2013

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **None**

revised 11-29-11

Meeting Date: February 10, 2015

Agenda Item 11

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND WALTERS ZACKRIA ASSOCIATES, LLC FOR PROFESSIONAL DESIGN SERVICES FOR THE BEACH COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE. (\$297,500.00)

OR MOTION: _____

Summary of Purpose and Why: RLI E-60-14 advertised for design services and site development of The Beach Community Center and WZA was the highest ranked firm via the RLI. This project consists of design and construction of a new Beach Community Center. The scope will include professional consulting services for the design, bidding, site development, and construction phase services for a new Community Center. The project is estimated to be in excess of \$2,000,000.00 construction cost.



Accomplishing this project supports achieving objective "3.1.1. Establish a Barrier Island Community Center" 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/Tammy Good Ext 4097/5512
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: \$297,500.00, CIP# 15-255

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	01/30/15	APPROVE	<i>[Signature]</i>
General Services	01/30/15	APPROVE	<i>[Signature]</i>
Finance	2/2/15	APPROVE	<i>[Signature]</i>
Parks & Recreation	2/4/15	APPROVE	<i>[Signature]</i>
City Attorney	01/30/15	APPROVE	Memo# 2015-502 <i>[Signature]</i>
Budget	2-2-15	APPROVE	<i>[Signature]</i>

- Advisory Board
- Development Services Director
- City Manager

[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	_____	_____	_____
_____	_____	_____	_____



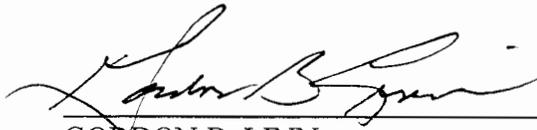
City Attorney's Communication #2015-502
January 29, 2015

TO: Tammy Good, P.M.P., Civil Engineer II
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Walters Zackria Associates, PLLC

As requested in your e-mail dated January 29, 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 WALTERS ZACKRIA ASSOCIATES, PLLC FOR PROFESSIONAL DESIGN SERVICES FOR THE BEACH COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

GBL/jrm
l:cor/engr/2015-502

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 WALTERS ZACKRIA ASSOCIATES, PLLC FOR PROFESSIONAL DESIGN SERVICES FOR THE BEACH COMMUNITY CENTER; 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 Walters Zackria Associates, PLLC for professional design services for the beach community center, 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 Walters Zackria Associates, PLLC.

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

MEMORANDUM

Engineering

Memorandum No. 15- 58

DATE: January 29, 2015

TO: Gordon Linn, City Attorney

FROM: Tammy Good, PMP, Civil Engineer II 

SUBJECT: Request for Resolution-Walters Zackria and Associates PLLC
Design Services for The Beach Community Center

Design Services for this project were advertised via a separate RLI E-60-14 and WZA was ranked highest. The RLI was approved at the October 14, 2014 commission meeting, after which negotiations for scope and fees begun.

Please prepare a resolution to authorize the proper City officials to execute the attached Consulting Agreement with Walters Zackria and Associates for Design and Construction Administration Services for The Beach Community Center in the amount of \$297,500.00.

Please do not hesitate to contact me if any additional information is needed.

Thank you.

**CITY OF POMPANO BEACH,
FLORIDA**

CONSULTANT AGREEMENT

with

Walters Zackria Associates



**CONTRACT FOR PROFESSIONAL DESIGN SERVICES
For
THE BEACH COMMUNITY CENTER**

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 WZA () 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-60-14 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Abbas H. Zackria

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on February 11, 2015 and complete all services by February 11, 2017.

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 \$297,500.00.]

[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 Seventy-Seven Thousand Five Hundred Dollars (\$277,500.00). 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 Twenty Thousand Dollars (\$20,000.00) 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 of 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:

Walters Zackria Associates
620 Southeast 1st Street
Fort Lauderdale, Florida 33301

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:

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

"CONSULTANT"

Witnesses:

Walters Zackria Associates

[Signature]
Signature

Oscar Martinez
Name Typed, Printed or Stamped

By: [Signature]
Signature

Abbas A. Zackria
Name Typed, Printed or Stamped

Title: President

Address: 620 SE 1st St
Fort Lauderdale, FL 33301

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14 day of JANUARY, 2015 by ABBAS ZACKRIA, on behalf of WALTERS ZACKRIA ASSOCIATES He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



JOSEPHINE LACHICA
MY COMMISSION # EE 200936
EXPIRES: July 7, 2016
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
JOSEPHINE LACHICA

(Name of Acknowledger Typed, Printed or Stamped)

EE 200936

Commission Number

Exhibit A

Walters • Zackria Associates

Architecture • Planning • Design

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

November 24, 2014 (revised 1-7-15)

Ms. Tammy Good
Project Manager
City of Pompano Beach
1201 NE 5th Ave, Pompano Beach, FL 33060

Re: New Beach Community Center –
Architectural and Engineering Services Fee Proposal

Dear Ms. Good:

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the proposed Beach Community Center Building. The project will include design and construction of a new building to be located over the existing parking lot, adjacent to the new library and fire station. Project site is shown in Attachment 1.

Proposed building will be single story 8,000 sf structure. This building will include auditorium, meeting rooms, classrooms, reception area, kitchen, and restrooms.

Site design will be required to modify existing parking and circulation drives. Project will be submitted to DRC, AAC, and P&Z for review and approval.

It is assumed that the existing site is platted for the proposed building size and use.

The project will include the following service tasks:

Phase 1- Design Phase Services

Task 1 – Building Programming Services

Walters Zackria Associates will review the needs assessment and develop a building program. Program will convert the City's needs into building areas with approximate spatial size, adjacency relationships, equipment requirements, occupancy requirements, future use and programmatic considerations, etc. Standards for spaces or activities will be defined.

Task 2 – Zoning / Site Analysis

Walters Zackria Associates will review the site's existing zoning and plat to determine if future rezoning or replatting will be required. City's zoning code will be reviewed to determine the minimum number of parking spaces, maximum building area and height limitations, impact of setbacks or easements currently in place, amount of pervious area required, minimum lighting levels, minimum landscaping requirements, etc. Existing site will be reviewed for existing trees, landscape features, roadway connections, etc.

Walters • Zackria Associates

Architecture • Planning • Design

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Task 3 – Schematic Site Design

Once a current CAD site survey and plat is received from the City, Walters Zackria Associates will develop a schematic site plan. Site plan will consider existing building location, new building size, massing, location, parking, exterior site functions, ingress and egress, pedestrian and vehicular traffic flows, etc.

Task 4 – Schematic Building Plan Design

After the building program is approved, Walters Zackria Associates will develop schematic building floor plans. Single-story building plan will be developed. The schematic plan will layout all the spaces and functions, traffic patterns, spatial relationships, etc.

Task 5 – Schematic Building Elevation Design

In conjunction with Task 4, Walters Zackria Associates will develop schematic building elevations. .

Task 6 – Design Review

Walters Zackria Associates will meet with City staff to receive comments and input on the proposed schematic site plan, schematic floor plans and schematic elevations.

Task 7 – Update Schematic Designs

After meeting with City staff, Walters Zackria Associates will revise the schematic designs and resubmit them for review and approval.

Task 8 - Renderings

Once a schematic design approval is received from the City, Walters Zackria Associates will proceed with obtaining a 3-dimensional colored rendering showing the new building, the existing building, and the site. A color site plan will be generated to show the approved schematic site layout.

Task 9 - Design Development Document Services and Site Engineering Drawing Preparation

Once a schematic design is approved, Walters Zackria Associates will proceed with design development and site engineering drawings - civil engineering, landscape, irrigation, architectural site plan, site lighting and photometric drawings in preparation for DRC submittal.

WZA will provide building design development documents to include Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection systems design.

Architectural scope of work will include refining the schematic design based on program updates. Building construction systems will be selected and coordinated with other disciplines.

Structural engineering scope of work shall include a foundation, wall and roof design for a new building. Foundation design shall be based on 2500 PSF soil conditions. The building shall be at grade, which will be coordinated with the existing site conditions and FEMA flood elevations.

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Architecture • Planning • Design

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Landscape Architecture scope of work shall include landscaping and irrigation system design for the local site. Landscape and irrigation plans will be provided showing existing vegetation and new landscape material.

Civil engineering scope of work will include the design for water service, sewer collection and disposal, storm water drainage, pavement, signage, and striping for site plan review. Civil engineering scope of work will include coordination of all services to the building with the MEP engineers.

Electrical Engineering scope of work shall include electrical service to the building via new service feed from Florida Power and Light. Building power and lighting design will be provided. Site lighting will be provided via building mounted and pole mounted lights. Data connection shall be via a roof mounted satellite tied to city hall. New fire alarm devices shall be tied to new fire alarm panel.

The Plumbing Engineering scope of work shall consist of water supply, sanitary plumbing, and roof drainage to the new building. The automatic fire suppression system is included in the scope of this proposal.

The Mechanical Engineering scope of work shall consist of HVAC and exhaust system design to the new building.

Task 10 - Site Plan Review

Drawings prepared under task 9 will be submitted for City's Site Plan (DRC), AAC, and P&Z Review. Walters Zackria Associates representative will attend review boards and city commission meetings and address any comments, as required.

Tasks 11.1, 11.2, 11.3 – Construction Document Services

Once the Design Development submittal is reviewed and approved by City staff, WZA will proceed with construction documents. Architectural plans, details, and schedules will be completed. Structural, Mechanical, Electrical, Plumbing, and Fire Protection Engineering will be completed. Coordination with site engineering and landscape will be completed. Bid specifications will be provided.

Task 12 – Interior Design Services

WZA will provide owner with material and color selections for the building interior. WZA will modify and adjust the selections based on Owner comments.

Phase 2 – Permitting and Bid Phase Services

Task 13 – Site Permitting

Civil engineering permitting services shall include SFWMD, Broward County Health Department, and Broward County Environmental Section (EPD). Irrigation permitting services shall include SFWMD irrigation water use permit, if required.

Task 14 – Building Permitting

Walters Zackria Associates will submit permit applications to the City's Building Department and address any comments.

Task 15 – Bidding

Walters Zackria Associates will assist the City in selecting a Construction Manager. WZA will address RFI's and issue addenda, as required.

Task 16 - Construction Cost Estimate

Walters Zackria Associates will provide the City with a construction cost estimate for the proposed development.

Phase 3 - Construction Phase Services

Task 17 - Shop Drawing Review

During the construction phase of the project, WZA will provide reasonable and in-house shop drawing review for the CITY and awarded contractor / construction manager. Construction Administration services required to complete the project as defined in the A.I.A. B141, shall be included in Task 18 of this proposal.

Task 18 - Construction Administration Services

During the construction phase of the project, WZA shall provide reasonable Construction Administration services for the CITY and awarded Construction Manager. WZA will provide RFI, request for information review. Construction Administration services shall include (1) on-site meeting per month with the General Contractor, the Subcontractors, and Owner's Representative. WZA will review the construction progress on a bi-weekly basis, review and approve payment applications, review change order requests, provide meeting agenda and meeting minutes, review actual progress with construction schedule, and make any decisions required to clarify the construction documents. Construction Administration Services are budgeted for 20 hours / month for 8 months construction plus 1 month pre-construction and post substantial completion. If the hours are exceeded or the construction duration is extended, the additional hours will be billed on an hourly basis as additional services. Construction Administration Services are based on the City hiring a Construction Manager.

Task 19 - Civil Inspection and Certification Services

During the construction phase of the project, WZA shall provide Civil Engineering Inspections and Certification required by the City's Engineering Department and various permitting agencies.

The Civil Engineering Inspections shall include utilities systems (water, sewer, storm drainage, fire) installation, parking, retention preparation, sub-base, stabilizer rock, and asphalt. A final certification shall be provided to each permitting agency.

LEED SERVICES

Task 20 - LEED Design / Documentation Services

Walters Zackria Associates and its subconsultants will provide design and documentation of LEED credits and includes the following:

1. Calculations associated with assigned LEED credits.
2. Investigation, analysis, and documentation of assigned LEED credits on LEED Online, the web-based on-line tool GBCI uses for submitting certification documentation.
3. Completion of LEED Online Letter Templates and uploading of supporting documentation to LEED Online for all WZA assigned credits.
4. At the end of the design phase, WZA will submit the Design Submittal to GBCI on behalf of the design team. This includes managing and reviewing the LEED certification backup documentation and calculations provided by the design team. Each Credit Guardian will prepare the necessary documentation and upload it to LEED Online, the web-based, on-line tool GBCI uses for submitting certification documentation.

At the end of the construction phase, Construction Manager will submit the Construction Submittal to GBCI on behalf of the team. This includes the CM managing and reviewing the LEED certification backup documentation and calculations provided by the construction team. Each Credit Guardian will prepare the necessary documentation and upload it to LEED Online, the web based, on-line tool GBCI uses for submitting certification documentation.

Client recognizes that each team member assigned credits is responsible to complete the LEED on Line templates and supporting documentation, respond to USGBC comments. Refer to *Agreement* section on page 8 for LEED-related services that are not included in WZA's base scope of services.

LEED Certification goal is "Certified" level.

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Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Compensation

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis in accordance with the AGREEMENT. The fee breakdown for Tasks 1 to 20 is as follows:

Phase 1 - Design Phase Services

Task 1 - Building Programming Services		\$ 7,000.00
Task 2 - Zoning / Site Analysis		\$ 2,000.00
Task 3 - Schematic Site Plan		\$ 2,000.00
Task 4 - Schematic Building Plans		\$ 7,000.00
Task 5 - Schematic Building Elevations		\$ 7,000.00
Task 6 - Staff Review Meetings		\$ 1,000.00
Task 7 - Update Schematic Designs		\$ 2,500.00
Task 8 - Renderings		\$ 1,500.00
Task 9 - Design Development Document Services and Site Engineering Drawings		
Architectural		\$ 12,000.00
Civil Engineering		\$ 8,000.00
Landscape and Irrigation		\$ 8,000.00
Electrical Engineering		\$ 4,000.00
Task 10 - Site Plan Review		\$ 3,000.00
Task 11.1 - Construction Document Services	60%	\$ 50,000.00
Task 11.2 - Construction Document Services	90%	\$ 25,000.00
Task 11.3 - Construction Document Services	100%	\$ 10,000.00
Task 12 - Interior Design Services		\$ 4,000.00
Phase 1 Total		\$ 154,000.00

Phase 2 - Permitting and Bid Phase Services

Task 13 - Site / Civil Engineering Permit Submittal and Comments		\$ 6,000.00
Task 14 - Building Permit Submittal and Comments		\$ 3,000.00
Task 15 - Bidding Assistance Services		\$ 3,000.00
Task 16 - Construction Cost Estimate Services		\$ 2,500.00
Phase 2 Total		\$ 14,500.00

Phase 3 - Construction Phase Services

Task 17 - Shop Drawing Review Services		
Architectural		\$ 20,000.00
Civil		\$ 4,000.00
Landscape / Irrigation		\$ 4,000.00
MEP		\$ 6,000.00
Structural		\$ 6,000.00

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Task 18 - Construction Administration Services	
Architectural (20 hours @ \$150 / hr x 10 months)	\$ 30,000.00
MEP	\$ 6,000.00
Landscape / Irrigation	\$ 3,000.00
Task 19 - Civil Engineering Inspection and Certification Services	\$ 6,000.00
Task 20 - LEED Design / Documentation Services	\$ 24,000.00
Phase 3 Total	\$ 109,000.00
Project Total – Lump Sum Services	\$ 277,500.00
Recommended Reimbursable Expense Budget	\$ 20,000.00

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President

AGREEMENT

Additional services - If requested by the OWNER, shall include additional tasks not specifically mentioned above.

All additional services requested by the OWNER shall be billed at the firm's standard hourly rates. See standard hourly rates listed below. Additional services may include:

Major redesign effort due to change in overall project scope, budget, or programming criteria.

OWNER directed revisions to drawings from previously approved preliminary design documents.

Repair details or as-builts due to OWNER requested changes, contractor's error or unauthorized deviation from contract documents.

LEED-related additional services which may include design, calculations, and/or documentation of the following credits or strategies:

a. Wec2 Innovative Wastewater Technologies, including design of rainwater collection and other greywater systems.

b. EA5 Measurement & Verification.

c. EQc8 Daylighting and/or Views.

d. Goal of Energy savings greater than 30% in EA1.

e. Change in goal to achieve Silver, Gold or Platinum certification which will require additional credits or points analysis.

f. Renewable Energy Systems

LEED Commissioning Services

Structural Threshold / Special Inspection Services

Redesign associated with Pre-construction and Value Engineering Services with Construction Manager.

Payment Terms – Services will be invoiced at the completion of each phase. Payment will be expected within (30) days.

Compliance with Laws - Architect shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, architect shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Ownership of Documents - Documents prepared by architect for the Project are instruments of service and shall remain the property of architect. Record documents of service shall be based on the printed copy. Architect will furnish documents electronically however the OWNER releases architect from any liability that may result from documents used in this form. Architect shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Third Party Claims - The OWNER will compensate architect for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of architect or its subconsultants.

Standard Rates – billing rates for all additional services shall be as per the rates listed in the standard agreement between City of Pompano Beach and Walters Zackria Associates, PLLC.

Shop Drawing Review Assistance - During the construction phase of the project, WZA shall provide reasonable and in-house shop drawing review for the OWNER and awarded contractor.

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President

Construction Administration Assistance – Limited to hours noted in task 18.

Platting – It is assumed that the site is currently platted. If platting is required, the OWNER shall hire a civil engineer / surveyor to obtain a new plat. If the architect hires civil engineer / surveyor for site platting, this shall be an additional service and billed accordingly.

Utility Service Connection – WZA's Consultant shall provide utility service design from the existing site infrastructure to the proposed building site. Bringing utilities from the public ROW is excluded from scope of work.

Traffic Concurrency Review - OWNER shall hire a traffic engineer for any traffic concurrency review, recommendations, and implementation, if required. If the architect hires traffic engineer, this shall be an additional service and billed accordingly.

Site Survey – The OWNER shall hire a survey firm to compile an accurate current CAD survey which includes roads, boundaries, easements, topography at max. 50' grid, existing building location and size, existing tree location with species and size, existing equipment including location of all underground fuel storage tanks, and all existing visible and concealed utility information. All existing improvements, such as parking lots, fencing, light poles, etc., shall be shown. Architect shall not be responsible or liable for undocumented or inaccurate survey information. If the architect hires surveyor, this shall be a reimbursable item.

Geotechnical Testing and Recommendation – The OWNER shall retain a soil testing agency and provide soils borings and exfiltration testing as dictated by the architect or the sub-consultants. If the architect hires geotechnical engineer, this shall be a reimbursable item.

Additional Items - Fees quoted under this proposal shall be valid for 120 days. The project shall be completed with (2) years of the notice to proceed. If the project is delayed beyond that time period, the consultant shall be eligible for additional compensation. Project is going to be designed under FBC 2010. Revising the Construction Documents to meet new Building Code is not in the scope of work. FBC 5th Edition to go into effect 6-30-15.

Please note that the firm cannot be held liable or responsible for undocumented or concealed existing site or building conditions.

Reimbursables - Above listed design costs do not include reimbursable items such as surveys, soil borings, testing, printing, plotting, material boards, renderings, etc. \$20,000.00 would be estimated to cover these costs.

Owner Requirements -

The City will provide all available as-built drawings.

The City will provide a current specific area survey in Autocad 2000 format.

The City shall hire Geotechnical Engineering to perform soil testing.

The City will be responsible for permit fees to all agencies having jurisdiction.

LEED Requirements state that the Owner prepares the Owner's Project Requirements (OPR).

If WZA provides owner required items (survey and soil testing, etc), those costs will be reimbursed by the City.

A schedule for completion of services will be generated once we receive a purchase order or a notice to proceed. Thank you for the opportunity to provide design services. We will initiate work upon receipt of signed proposal. Please contact our office if you have any questions regarding this proposal.

Walters • Zackria Associates

Architecture • Planning • Design

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Sincerely,



Abbas H. Zackria, CSI, LEED AP
Principal Architect

Walters • Zackria Associates

Architecture • Planning • Design

Robert S. Walters, AIA
Vice President

Abbas H. Zackria, CSI
President

Attachment 1



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Vice President

Abbas H. Zackria, CSI
President

EXHIBIT B

RLI# E-60-14
CITY OF POMPANO BEACH
BEACH COMMUNITY CENTER PROJECT

ARCHITECTURAL DESIGN AND ENGINEERING CONSULTING SERVICES

WALTERS ZACKRIA ASSOCIATES, PLLC
SALARY COSTS

	HOURLY
TITLE	RATE
Registered Architect	\$ 200.00
Project Manager 1	\$ 150.00
Project Manager 2	\$ 140.00
Project Manager 3 / Site Inspector	\$ 130.00
Cad Operator Level 1	\$ 115.00
Administrative	\$ 95.00

Rates are effective from 1-1-15 to 12-31-15.

Rates are subject to increase after the effective period. Hourly rates may be adjusted annually after the first full year of this AGREEMENT. In no instance may any adjustment exceed 5% in any one year.

Key Resources for the Artificial Reef Project

Artificial Reef Expert:

Dr. Bob Leeworthy
Chief Economist
NOAA/NOS/Office of National Marine Sanctuaries
1305 East West Hwy., SSMC4, 11th floor
Silver Spring, MD 20910
(301) 713-7261

Permitting:

Kenneth Banks, Ph.D., P.E.
Environmental Planning and Community Resilience Division
Broward County Environmental Protection and Growth Management Department
115 South Andrews Avenue, Fort Lauderdale, Florida 33301
(954) 519-1207

Owner of the Santé Manna vessel:

Bruno-Elias Ramos, AIA, GC, LEED AP
Bruno Elias & Associates, Inc.
3075 NW South River Drive
Miami, FL 33142
(305) 461-2053

Phase I Contractor:

John Kearns, Partner and Administrator
Kearns Construction Co.
4101 Braganza Avenue
Miami, FL 33133
(305) 461-0310

Phase II Contractor:

Joe Weatherby, President
Artificial Reefs International
2627 Staples Avenue, Suite B
Key West, FL 33040
(305) 797-7077

Tourism Committee

<p>Rob Wyre Ilse Casino General Manager</p> <p>(954) 972-2000 x6500 Work (574) 276-2230 Mobile rob.wyre@islecorp.com 777 Isle of Capri Circle Pompano Beach FL 33069</p>	<p>Thomas H. DiGiorgio, Jr DCAY Group Managing Member</p> <p>(954) 941-3329 x 249 Work (954) 614-5384 Mobile tdigiorgiojr@dk-group.com 24 NE 24th Ave Pompano Beach FL 33062</p>
<p>Elaine Fitzgerald 4rentbythebeach President</p> <p>(954) 942-2424 Work (954) 471-6704 Mobile elaine@4rentbythebeach.com 1937 E. Atlantic Blvd.Suite 102 Pompano Beach 33060 4rentbythebeach.com</p>	<p>Ric Green Pompano Beach Chamber of Commer... President</p> <p>(954) 941-2940 Work (954) 257-9397 Mobile rgreen@pompanobeachchamber.com 2200 East Atlantic Blvd. Pompano Beach FL 33062</p>
<p>Sandra King</p> <p>(954) 786-4527 Work Sandra.King@copbfl.com</p>	<p>Kim Briesmeister CRA</p> <p>(954) 786-7917 Work (954) 829-3508 Mobile Kim.Briesmeister@copbfl.com</p>
<p>Mark Beaudreau</p> <p>(954) 786-4184 Work Mark.beaudreau@copbfl.com</p>	<p>Robin Bird</p> <p>(954) 786-4632 Work Robin.bird@copbfl.com</p>
<p>Alyona Ushe BACA</p> <p>(954) 284-0141 Work (561) 245-0180 Mobile alyona@ccc-arts.org</p>	<p>Jennifer Gomez</p> <p>(954) 786-4640 Work Jennifer.gomez@copbfl.com</p>

Please note that Alyona and Jennifer are recent additions.

Tourism Manager – Lidia Gorzelany

Pompano Beach Tourism Investment Opportunity

This is your opportunity to be a part of the most significant endeavor and tourism revenue generator in Pompano Beach. This exciting venture is the sinking of a 300 foot cargo ship in 150 feet of water just a half mile off of Pompano Beach in a flat area that has already been government permitted for such ecological purposes. The ship will include specific themes, exciting underwater events, artwork and rotating art exhibits to create a unique dive experience for local and international tourists. Public and private funding now is being sought.

The project is being spearheaded by the City of Pompano Beach Tourism Committee. The project would be the largest addition to Florida's artificial reef system along the Atlantic coast. The sunken ship will add greatly to the eco system of Florida's reefs. It is modeled after other artificial reef projects that have all realized far greater than expected returns on investment helping to further create a year-round tourist destination.

The project in Pompano Beach is anticipated to be even more successful for a variety of reasons. Average costs for a project like this would normally be five to six million dollars to purchase a suitable vessel, have it cleaned to meet environmental standards, relocate it to Pompano Beach and sink it in the appropriate location. This particular vessel allows us the opportunity to relocate, prepare and sink at a cost less than \$750-thousand, including all of the art and fixtures.

This vessel is a large cargo ship that is up for sale at a greatly reduced price. Because it is a newer ship, it requires far less environmental cleanup prior to sinking, which is typically the largest part of the expenditure in these artificial reef projects. For example, there is no asbestos to remove as older ships have, and all of the ship's wiring is in conduits for easy removal. The cargo ship is already in South Florida's Miami River, so relocation costs will be extremely low.

The other shipwrecks in Florida are located many miles offshore, requiring lengthy boat rides to get to the site. Pompano Beach's dive ship location is more attractive because it will be located in a flat, deep area less than one mile offshore. The unique geography allows for the perfect depth of water with quick, easy access. Additionally, Pompano Beach's dive ship location is easier for international travelers to get to by air.

A highly experienced team with a proven track record of sinking ships for artificial reefs has been working with the Tourism Committee to help accomplish this project. The attached document describes the huge economic impact of earlier ship sinkings in other artificial reef projects around Florida. One of many examples is the USS Orinksy that was deployed 25 miles offshore in Escambia County. It generates \$1-million per month in tourism commerce. The county's \$1-million investment was returned just three days after the sinking. County bed taxes are up by 17-percent.

It's easy to understand why funding this eco-friendly sunken ship project is a win-win investment opportunity for economic development, increase in tourism and tax dollars to make the City of Pompano Beach a world class tourist destination. For more information on partnership opportunities call 954-214-0460.

Dr. Vernon R. (Bob) Leeworthy, (301) 713-7261,
Bob.Leeworthy@noaa.gov

Dr. Leeworthy is currently the Chief Economist for the Office of National Marine Sanctuaries within the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS) located in Silver Spring, Maryland. Dr. Leeworthy came to NOAA in 1985 as a National Sea Grant Fellow from Florida State University and was Leader of NOS's Coastal and Ocean Resource Economics Program from 1986 to 2007. Dr. Leeworthy designed and has been overseeing implementation the Socioeconomic Research and Monitoring Program for the Florida Keys National Marine Sanctuary since 1998 and is currently working on expanding the social science capacity of the National Marine Sanctuary System.

<http://sanctuaries.noaa.gov/science/socioeconomic/>

Socioeconomic Research & Monitoring: Recreation - Tourism



USS *Vandenberg* in its operational days as a missile tracking ship.

Photo: Artificial Reefs of the Keys



Photo: Don Kincaid

Schooling fish on the USS *Vandenberg*

Public Financing and Return on Investment from the USS *Vandenberg* as an Artificial Reef

Introduction

In May 2009, the USS *Vandenberg* a 520-foot decommissioned U.S. Air Force missile tracking ship and World War II-era U.S. Army troop transport ship was sunk as an artificial reef off Key West, Florida, in Florida Keys National Marine Sanctuary

The state of Florida and Monroe County governments invested in the sinking of the *Vandenberg* to boost economic development and tourism. The result was an increase in both local dive charter business and the local economy.

The following summary examines state and local tax revenues generated by the USS *Vandenberg* and as well as the return on investment to state and local governments.

Costs of the USS *Vandenberg*

The total costs of cleaning, towing, sinking and conducting monitoring of the USS *Vandenberg* were \$8.6 million. The state of Florida invested \$2.8 million, while Monroe County invested \$4.3 million, for a total state and local government investment of \$7.1 million. The U.S. Maritime Administration invested \$1.25 million, with the remaining \$0.25 million contributed by private sources.

Additional Tax Revenues Generated by the USS *Vandenberg*

The USS *Vandenberg* generated an annual increase in state and local tax revenues of approximately \$618,000 — about \$379,000 in state sales tax revenue and almost \$240,000 in local sales and lodging tax revenues (Table 1).

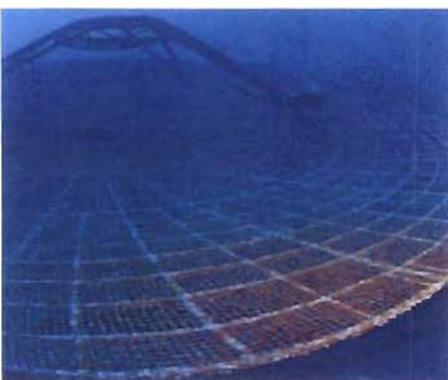


Photo: Don Kincaid

Satellite dish on the USS *Vandenberg*

Net Present Value of Tax Revenues and Return in Investment

Using lower-bound conservative assumptions that the annual additional state and local tax revenues from the *Vandenberg* will remain constant (net of inflation); that the life of the *Vandenberg* will range from 20 to 40 years; and the real interest rate (net of inflation) used to discount future tax revenues to their net present values ranges from three to five percent, we can calculate the net present value of the future flow of the tax revenues and compare these to the net costs to the state and local governments that invested in the *Vandenberg* to support economic development and tourism.

Based on the above assumptions, the net present value of tax revenues to state and local governments ranged from a low of \$7.71 million (assuming the *Vandenberg* has a useful life of only 20 years and the discount rate is five percent) to a high of \$14.29 million (assuming a useful life of 40 years and a discount rate of three percent). With a total state and local government investment of \$7.1 million, there is a net return to state and local government even under the lower-end estimate.

Table 1. Additional Annual State and Local Sales and Lodging Tax Revenues from the USS *Vandenberg*

State Sales Tax Revenue (5.5%)	\$378,920
Local Sales Tax Revenue (2.0%)	\$142,892
Local Lodging Tax Revenue (5%)	\$96,756
sub-total Local Tax Revenues	\$239,649
Total State & Local Revenue	\$618,569

1. State sales tax is 6%, but 0.5% is returned to local governments.
2. Local sales tax is 1.5%, but 0.5% of state sales tax is returned to local governments.
3. Local lodging tax is 5%, the 7.5% of sales tax on lodging is counted in the state and local sales taxes.

State government would receive a return on its investment under all assumptions, while local government would receive a return on its investment only under two of the six assumptions (useful lives of 30 and 40 years and an interest rate of three percent). However, if the state and local government pooled their investments and paid the full cost of the *Vandenberg* (\$8.6 million), they would have received a return on their investment under all but one of the assumptions (20-year useful life and five percent interest rate).

Given what we know about other large ships deployed as artificial reefs, a 40-year lifespan seems a reasonable assumption for the *Vandenberg*. Under this scenario, state and local governments could have paid the entire cost of the *Vandenberg* and earned a net return on their investment.

Conclusions

This case study demonstrates that sinking a decommissioned ship as an artificial reef can be both a benefit to the dive businesses and the local economy, while also providing a return on investment to state and local governments.

To access the main report, technical appendix and other facts sheets go to:

http://sanctuaries.noaa.gov/science/socioeconomic/floridakeys/recreation/new_reefs.html

Table 2. Net Present Value of Additional State and Local Tax Revenue from the USS *Vandenberg*

Tax	3% Interest Rate (Millions \$) ¹			5% Interest Rate (Millions \$) ¹		
	20 years	30 years	40 years	20 years	30 years	40 years
State Sales Tax Revenue	\$5.64	\$7.43	\$8.75	\$4.72	\$5.82	\$6.50
Local Sales Tax Revenue	\$2.12	\$2.80	\$3.30	\$1.78	\$2.20	\$2.45
Local Lodging Tax Revenue	\$1.44	\$1.90	\$2.24	\$1.21	\$1.49	\$1.66
sub-total Local Tax Revenue	\$3.56	\$4.70	\$5.54	\$2.99	\$3.69	\$4.11
Total State & Local Tax Revenue	\$9.20	\$12.13	\$14.29	\$7.71	\$9.51	\$10.61

1. Interest rates are net of inflation, since tax revenues are also net of inflation. Assumption is that additional tax revenue is constant over time.



Photo: Don Kirkland



Photo: Don Kirkland



Socioeconomic Research & Monitoring: Recreation - Tourism



Photo: Artificial Reef of the Keys

USS *Vandenberg* in its operational days as a missile tracking ship



Photo: Don Kirkwood

USS *Vandenberg* being sunk off Key West



Photo: Don Kirkwood

USS *Vandenberg* with schooling fish

Economic Impact of the USS *Vandenberg* on the Monroe County Economy

Introduction

On May 27, 2009, the USS *Vandenberg*, a decommissioned U.S. Air Force missile tracking and World War II-era U.S. Army troop transport ship, was sunk in the waters off Key West within Florida Keys National Marine Sanctuary. At 520 feet long, the *Vandenberg* is the largest vessel sunk as an artificial reef in the sanctuary. Prior to permitting the sinking of the ship as an artificial reef, NOAA commissioned a study to measure the economic and ecological impacts of the new artificial reef. Understanding the effects of sinking the *Vandenberg* is important as it will inform future management decisions related to artificial reefs.

Artificial Reefs of the Keys, Inc. organized the sinking of the *Vandenberg* as an artificial reef in hopes of increasing local scuba diving charter business and tourism revenues in the local economy. In addition to these proposed economic benefits, it was hypothesized this new artificial reef would yield ecological

benefits by redirecting users from the surrounding natural reefs to the artificial reef, thus reducing pressure on those natural reefs.

In order to study changes in reef use, dive charter business and economic impacts from the *Vandenberg*, Key West dive operators provided logbook records for both before and after the sinking. This logbook information was supplemented with on-site data collection. Estimates were made for total recreational reef use, dive charter business, and the associated economic impacts. By comparing estimates from the pre- and post-deployment periods, it is possible to gauge the impact of this artificial reef.

Environmental Impacts

In order to assess environmental impacts, this study examines the change in total recreational use of the natural reefs prior to and after sinking of the *Vandenberg*. A decrease in the use of the natural reefs is interpreted as an ecological benefit. However, an increase in use cannot be interpreted as a negative ecological impact since this would require an assessment of the ecological carrying capacity of the reefs.

In the time since the *Vandenberg's* sinking, there was a 40.1% increase in the total number of users (scuba divers, snorkelers, and others) on the surrounding natural reefs (Table 1). A 23.5% increase in recreational scuba diving use was observed on the natural reefs (5,214 dives), in contrast to a 442% increase (34,394 dives) on artificial reefs. However, the share of total use on natural reefs did decline from 67% to 46.5% since the *Vandenberg's* deployment.

Continued...

Table 1. Net changes in total reef use following the deployment of the *Vandenberg*.

Reef Type	Absolute and Percent Changes							
	Dives SCUBA	%	Dives Snorkelers	%	All Others*	%	Total	%
Natural Reefs	+5,214	+23.5	+748	+22.0	+18,270	+52.3	+24,232	+40.0
Artificial Reefs	+34,394	+442.0	+493	+252.9	+32,806	+150.5	+67,693	+227.3
Total	+39,608	+132.3	+1,241	+34.5	+51,076	+90.1	+91,925	+101.9

* This includes those that went out on charter or other boats, but who did not participate in any further activity, as well as those who participate in fishing.

Table 2. Net changes in dive charter operation business following deployment of the Vandenberg

Reef Type	Absolute and Percent Changes							
	Dives SCUBA	%	Dives Snorkelers	%	All Others*	%	Total	%
Natural Reefs	+9,007	+64.4	+748	+22.0	+567	+94.7	+10,322	+57.4
Artificial Reefs	+28,959	+501.3	+483	+247.7	-1,214	-59.9	+38,751	+484.4
Total	+37,966	+92.1	+1,231	+34.2	-446	-17.0	+49,073	+188.9

* This includes those that went out on the charter, but who did not participate in any further activity.

Environmental Impacts (cont.)

Despite the decline in the overall percentage of divers visiting natural reefs, rising demand for recreational diving caused an increase in total use across the board. Thus, the hypothesis that introduction of the Vandenberg as an artificial reef would reduce use (pressure) on the surrounding natural reefs was not supported.

Local Dive Charter Business

When considering the potential benefits to the dive charter industry, the study compared the number of dives made by scuba divers, snorkelers and the other non-diving passengers onboard (those onboard but not snorkeling or diving) pre- and post-Vandenberg sinking. From the pre-deployment to the post-deployment period, the results show an increase of 92.1% or 37,966 dives by scuba divers; an increase of 34.2% or 1,231

dives by snorkelers; and a decrease of 446 other non-diving passengers, or a 17% decrease in business from these customers (Table 2). In total, there was an increase of 49,073 in the number of dives with paying customers, or a 188.9% increase in business.

Local Economy

The net changes in total recreational expenditures from the pre- to post-deployment period indicate that total

recreational expenditures increased by \$6.5 million, which generated a total impact on sales/output of \$7.29 million, about \$3.2 million in income, and the creation of 105 new jobs (Table 4). As expected, visitors accounted for a much larger share of this growth than residents (86.4% vs. 13.6% respectively).

Conclusions

It was hypothesized that introducing an artificial reef to Key West would benefit the local environment, the local dive charter industry, and the larger local economy. Results from this case study are not consistent with the first hypothesis about the benefit to the local environment, but the latter two hypotheses are supported with large increases in local dive charter business and the greater local economy grew in terms of sales/output, income and employment.

Table 3. Net economic impacts of the deployment of the Vandenberg

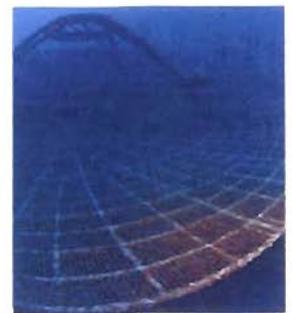
	Visitors	Residents*	Total
Expenditures	\$5,624,686	\$884,578	\$6,509,264
Sales/Output	\$6,299,652	\$990,726	\$7,290,378
Income	\$2,830,525	\$357,382	\$3,187,907
Employment	93	12	105

* Only export sector of resident spending included and all spending includes multiplier impacts.

The full report *The Economic Impact of the USS Vandenberg on the Monroe County Economy* and the technical appendix with explanations of the methods and more detailed results is available on the web at http://www.sanctuaries.noaa.gov/science/socioeconomic/floridakeys/recreation/new_reefs.html

For further information, please contact:

Dr. Vernon R. (Bob) Leeworthy
 Chief Economist
 Office of National Marine Sanctuaries
 NOAA, National Ocean Service
 1305 East West Highway N/NMS
 Silver Spring, MD 20910
 (301) 713-7261
 Bob.Leeworthy@noaa.gov



Photos: Don Kinkaid



Can Artificial Reefs Reduce or Alter User Pressure on Adjacent Natural Reefs?



AN ASSESSMENT OF THE SINKING OF THE SPIEGEL GROVE

FACTSHEET

Florida Keys National Marine Sanctuary Socioeconomic Monitoring Program

In June 2002, the retired navy ship *USS Spiegel Grove* was sunk in the waters off of Key Largo in Southern Florida. At 510 feet the *Spiegel Grove* was at that time the largest vessel ever intentionally sunk for the purpose of creating an artificial reef. This study aims to assess the economic and ecological impacts of the establishment of a new artificial reef by sinking a decommissioned ship. An understanding of the effects of sinking the *Spiegel Grove* is important as it will inform future decisions made by the Florida Keys National Marine Sanctuary (FKNMS) as to whether to permit similar artificial reefs.

The Key Largo Chamber of Commerce organized the sinking of the *Spiegel Grove* with a view to increasing local scuba diving charter business and thus increasing net tourism revenues in the local economy. In addition to these expected economic benefits, it was hypothesized that this new artificial reef would yield ecological benefits as well by attracting users from the surrounding natural reefs and thus reducing pressure from recreation on those reefs.

Dive charter operations provided their logbook data for both before and after the sinking of the *Spiegel Grove*. This logbook information was supplemented with on-site data collection, and estimates of total recreational reef use, dive charter business, and the associated economic impacts were derived. By comparing these estimates from the pre- and post-deployment periods, it is possible to gauge the impact of sinking this ship.

Ecological Benefits.

In order to assess ecological impacts, this study examines the change in total recreational reef use following the deployment of the *Spiegel Grove*. A decrease in use of the natural reefs is interpreted as an ecological benefit. We find a decrease in the number of users for scuba divers, snorkelers and others, which includes fishing. On net there was a 13.7% decline in total use on the surrounding natural reefs (See table on right).

Furthermore, we see a decrease in the share of use occurring on natural reefs (86.8% to 68.5%) and an associated increase in the share of recreational use occurring on artificial reefs (13.2% to 31.5%).



Absolute and Percent Change in Total Recreational Reef Use Following the Deployment of the Spiegel Grove

Absolute Change (All Use)				
Reef Type	Divers	Snorkelers	All Others*	Total
Natural Reefs	-17,834	-26,072	6,370	-37,537
Artificial Reefs	34,110	18,786	14,162	67,059
Total	16,276	-7,286	20,532	29,522

Percent Change (All Use)				
Reef Type	Divers	Snorkelers	All Others*	Total
Natural Reefs	-12.7%	-25.7%	19.3%	-13.7%
Artificial Reefs	118.1%	245.1%	271.2%	160.5%
Total	9.6%	-6.7%	53.8%	9.3%

* This includes those who went out on charter or other boats but who did not participate in any further activity, as well as those who participated in fishing.





Can Artificial Reefs Reduce or Alter User Pressure on Adjacent Natural Reefs?



AN ASSESSMENT OF THE SINKING OF THE SPIEGEL GROVE

FACTSHEET

Florida Keys National Marine Sanctuary Socioeconomic Monitoring Program

Dive Industry Benefits. When considering the potential benefits to the dive charter industry, the absolute numbers of dives done by scuba divers and snorkelers and the number of other paying passengers onboard during those dives (those onboard but not snorkeling or diving) are the figures of interest. From the pre-deployment to the post-deployment period, our results show an increase of 9,701 dives by scuba divers, or a 6.5% increase in scuba diving business; a decline of 3,094 dives by snorkelers, or a 10.7% decrease in snorkeling business; and an increase of 169 other paying passengers, or an 8.9% increase in business from these customers (See table on right). On net there was an increase of 6,776 in the number of dives with paying customers, or a 3.7% increase in business. This demonstrates that the sinking of the *Spiegel Grove* did yield benefits for local dive charter operations, as was expected.

Absolute and Percent Change in Dive Charter Operation Reef Use following the Deployment of the Spiegel Grove

Absolute Change (Dive Charters)				
Reef Type	Divers	Snorkelers	Others	Total
Natural Reefs	-18,170	-6,780	-125	-25,075
Artificial Reefs	27,872	3,686	204	31,852
Total	9,701	-3,094	169	6,776

Percent Change (Dive Charters)				
Reef Type	Divers	Snorkelers	Others	Total
Natural Reefs	-14.6%	-27.7%	-8.2%	-16.7%
Artificial Reefs	108.3%	81.8%	75.4%	104.0%
Total	6.5%	-10.7%	8.9%	3.7%

Local Economic Benefits. The net changes in total recreational expenditures from the pre- to the post-deployment period, along with the associated sales/output effects, income effects and employment effects, are shown in the table at right as measures of the economic impact of the sinking of the *Spiegel Grove*. These results differentiate between residents and visitors. Overall, local income increases by \$961.8 thousand, and local employment increases by 68 jobs following the sinking of the *Spiegel Grove*. We also see associated increases of over \$2 million in total recreational expenditures and in sales. As we would expect, visitors account for a much larger share of this growth than residents. These results confirm our expectations that the *Spiegel Grove* would result in net benefits for the local economy.

Net Change in Total Economic Impact of Recreational Reef Use following the Deployment of the Spiegel Grove

	Visitors	Residents	Total
Expenditures	\$2,152,318	\$458,094	\$2,610,412
Sales/Output	\$2,410,596	\$320,666	\$2,731,262
Income	\$874,435	\$87,349	\$961,784
Employment	62	6	68

Conclusions. This study concludes that the sinking of the *Spiegel Grove* did indeed result in a win-win situation for local ecology, the dive charter industry, and the local economy. However, these results do not take into account the ecological effects of habitat creation and are applicable only to this specific case.



Photo by Stephen Frink

The full report *Can Artificial Reef Reduce or Alter User Pressure on Adjacent Natural Reefs?* is available on the web at the following link:

For further information, please contact:
 Dr. Vernon R. (Bob) Leeworthy
 Special Projects Office,
 NOAA, National Ocean Service
 1305 East West Highway
 SSMC IV, 9th Floor
 Silver Spring, MD 20910
 (301)-713-3000 ext. 138
 Bob.Leeworthy@noaa.gov



Meeting Date: 02/10/15

Agenda Item 13

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT REGARDING ESTABLISHMENT OF AN ARTIFICIAL REEF BETWEEN THE CITY OF POMPANO BEACH AND PPI, INC.; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

PPI, Inc. is the parent company of the Pompano Beach Isle Casino. The requested agreement solidify's PPI's donation of \$312,500 for an artificial reef project in what is recommended to be called "Pompano Beach Shipwreck Park".

- (1) Origin of request for this action: Pompano Beach Tourism Committee and Economic Development Council
- (2) Primary staff contact: Greg Harrison, Assistant City Manager *Greg Harrison* 954 786-4601
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: Total: \$312,500 (Revenue to the City from PPI, Inc.)

DEPARTMENTAL COORDINATION

DATE

DEPARTMENTAL RECOMMENDATION

DEPARTMENTAL HEAD SIGNATURE

City Attorney

2/4/15

[Signature]

Finance

2/5/15

[Signature]

Budget

2-4-15

Approval

[Signature]

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading _____

1st Reading _____

Results: _____

Results: _____

2nd Reading _____



City Attorney's Communication #2015-439
January 20, 2015

TO: Greg Harrison, Assistant City Manager
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution – Agreement To Establish An Artificial Reef

As requested, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT REGARDING ESTABLISHMENT OF AN ARTIFICIAL REEF BETWEEN THE CITY OF POMPANO BEACH AND PPI, INC.; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

l:cor/mgr/acm/2015-439f
Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT REGARDING THE ESTABLISHMENT OF AN ARTIFICIAL REEF BETWEEN THE CITY OF POMPANO BEACH AND PPI, 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 PPI, Inc. to establish an artificial reef, 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 PPI, 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

FP/ds

1/20/15

l:reso/2015-181f

Agreement

Between

THE CITY OF POMPANO BEACH

and

PPI, INC.

Relating to

Providing Funds to Establish an Artificial Reef

By Means of Sinking at Sea

The Vessel known as the M/V Santé Manna

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Definitions	1
2	Representations and Covenants	5
3	Project Description	7
4	Term	8
5	Contract Administrator	8
6	Default and Remedies to Cure Default	8
7	Notices and Demands	10
8	Non-Assignability and Subcontracting	10
9	No Contingent Fee	11
10	Waiver and Modification	11
11	No Waiver of Sovereign Immunity	11
12	Severability	11
13	Jurisdiction, Venue and Waiver of Trial	11
14	Binding Effect	12
15	Attorney's Fees	12
16	No Third Party Beneficiaries	12
17	Force Majeure	12
18	Survival of Obligations	13
19	Entire Agreement and Interpretation	13

EXHIBITS

- 1 Description of the M/V Santé Manna
- 2 Agreement between the City of Pompano Beach and Kearns Construction Company

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between

THE CITY OF POMPANO BEACH, a Florida municipal corporation whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the “CITY”),

and

PPI, INC., a Florida for profit corporation whose principal address is 1800 SW 3 Street, Pompano Beach, Florida 33069 (the “ISLE”)

WHEREAS, the parties to this Agreement have identified the container ship known as the M/V Santé Manna more particularly described in Exhibit 1 as being available for purchase and sinking as an artificial reef in a location known as the Permitted Site (the “Project”); and

WHEREAS, the CITY intends to enter into an agreement with Kearns Construction Company (“KEARNS”), a copy of which is attached as Exhibit 2, whereby KEARNS will acquire and scuttle the M/V Santé Manna in accordance with all applicable laws and regulations for a total contract price of \$515,000.00; and

WHEREAS, the CITY and ISLE agree to provide \$312,500.00 each for a total of \$625,000.00 to be utilized exclusively towards funding the Project pursuant to this Agreement and the CITY’s agreement with KEARNS (Exhibit 2); and

WHEREAS, the CITY and ISLE intend to design and construct an interactive casino space on the M/V Santé Manna prior to it being scuttled at the Permitted Site and to work together in good faith regarding the marketing and merchandising of the artificial reef on the Permitted Site; and

WHEREAS, the CITY has decided that participating in the Project is in the public’s best interest; and

WHEREAS, the CITY and ISLE desire to enter into this Agreement setting forth their mutual understandings and obligations regarding the Project.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth herein, the parties agree as follows.

ARTICLE 1
DEFINITIONS

As used in this Agreement the following terms shall have the following meanings. Other terms not defined in this Article shall have the meanings assigned to them elsewhere in this

Agreement. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

1. **Agreement:** means this document.
2. **Authorized Representative:** The person(s) designated and appointed from time to time by any of the parties to represent that entity in administrative matters as opposed to policy matters.
3. **CITY:** The City of Pompano Beach, a municipal corporation of the State of Florida.
4. **City Commission:** The elected governing body of the City.
5. **Completion Date:** The date when the CITY issues a Notice of Completion for Phase I of the Project.
6. **Contractor:** Kearns Construction Company, a Florida for-profit corporation responsible to perform the Phase I Work for the Project.
7. **Contract Administrator:** For the CITY, its City Manager or his/her designee as provided for in writing by the City Manager. For ISLE, Robert Wyre or his designee as provided for in writing by Robert Wyre.
8. **Default:** An event under which any party to this Agreement has failed to materially perform under the obligations of this Agreement, after having been given notice of such event and an opportunity to cure. The opportunity to cure any event of default, unless otherwise prescribed in this Agreement, shall be 30 days after delivery of notice to the party (ies) alleged to be in default.
9. **Effective Date:** The date on which this Agreement is executed by both parties.
10. **Governmental Authorities:** The CITY and any other federal, state, county, municipal or other government department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.
11. **Notice of Completion:** The Notice of Completion shall be the CITY's written notice to CONTRACTOR memorializing the CITY's satisfaction with CONTRACTOR's satisfactory completion of the Work for Phase I.
12. **Permitted Site:** The Atlantic Ocean sand bottom with approximate coordinates of 26° 13.775' N, Longitude 80° 03.861' S, where the M/V Santé Manna is to be scuttled in an upright position at an approximate depth of 150 feet for establishment of an artificial reef in accordance with the provisions of this Agreement.

13. **Project**: The acquisition, decommissioning and scuttling of the M/V Santé Manna at the Permitted Site for the purpose of establishing an artificial reef off the coast of Pompano Beach, Florida.

14. **Project Financing**: Any financing provided for all or any portion of the Project.

15. **Salvaged Items**: Those items listed in Exhibit 6 to the CITY's Agreement with KEARNS (Exhibit 2) which shall be removed from the M/V Santé Manna and delivered to the CITY for safekeeping until such time as the CITY and ISLE jointly decide how the Salvaged Items shall be utilized.

ARTICLE 2 **REPRESENTATIONS AND COVENANTS**

1. **Representations of the CITY**. The CITY makes the following representations to CONTRACTOR and the CITY acknowledges that CONTRACTOR has relied upon in entering into this Agreement.

a. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy, or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

b. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

c. Until such time as the parties enter into a subsequent agreement or a non-profit foundation is created for the Project, the CITY agrees to share with the ISLE, equal decision-making authority and rights regarding the design and construction of an interactive casino space on the M/V Santé Manna prior to, and after, said vessel is scuttled at the Permitted Site; the marketing and merchandising of the artificial reef on the Permitted Site; and how to best utilize the Salvaged Items.

d. The CITY agrees to support the creation of a foundation or other corporate entity to further develop, manage and market the Project, including, but not limited to, to raise and receive additional funding for the Project and to seek additional community, educational and/or other governmental partners to participate in, and benefit, the Project. The CITY agrees that the ISLE, at ISLE's sole discretion, shall have the right to appoint fifty percent (50%) of the directors or board members of any such foundation or corporate entity.

e. The CITY agrees to actively seek out other stakeholders for the Project, including the Greater Ft. Lauderdale Convention and Visitors Bureau, the CITY's Tourism Marketing Committee, and the Pompano Beach Chamber of Commerce, in order to ensure the Project receives the best national and international exposure possible.

f. The CITY agrees that the ISLE has no maintenance or additional obligations to the Project except as expressly set forth herein.

g. Unless and until any proposed non-profit foundation is established for the Project, the CITY agrees the ISLE shall have the exclusive right to re-name the M/V Santé Manna.

h. CITY acknowledges that its failure to faithfully perform any of the provisions of this Agreement constitutes default on its part, and CITY fully agrees to the remedies for default as set forth in Article 6 herein.

2. Representations of ISLE. ISLE makes the following representations to the CITY which the CITY relies upon in entering into this Agreement.

a. ISLE is a Florida for-profit corporation, duly organized, existing and in good standing under the laws of 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 ISLE to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which ISLE is a party or constitute a default thereunder or cause acceleration of any obligation of ISLE thereunder.

c. By execution of this Agreement, ISLE certifies to the CITY that the officer executing this Agreement has been duly authorized by proper resolution(s) of ISLE's respective Board of Directors to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings hereunder and such action shall be, and is, binding on ISLE.

d. There are no actions, suits or proceedings pending or threatened against or affecting ISLE or its principals, which ISLE 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 ISLE's ability to perform its obligations under this Agreement.

e. ISLE acknowledges this Agreement has been entered into to provide for establishment of an artificial reef at the location known as the Permitted Site.

f. ISLE also recognizes that the CITY, in entering into this Agreement, is accepting and relying on the ISLE for the faithful performance of all undertakings and covenants contained in this Agreement in view of the substantial financing and other resources committed by the CITY for the Project.

g. ISLE further acknowledges that its failure to faithfully perform any of the provisions of this Agreement constitutes default on its part, and ISLE fully agrees to the remedies for default as set forth in Article 6 herein.

h. The ISLE agrees to actively seek out other stakeholders for the Project, including the Greater Ft. Lauderdale Convention and Visitors Bureau, the CITY's Tourism Marketing Committee, and the Pompano Beach Chamber of Commerce, in order to ensure the Project receives the best national and international exposure possible.

i. Until such time as the parties enter into a subsequent Agreement or a non-profit foundation is created for the Project, the ISLE agrees to share with the CITY, equal decision-making authority and rights regarding the design and construction of an interactive casino space on the M/V Santé Manna prior to, and after, said vessel is scuttled at the Permitted Site; the marketing and merchandising of the artificial reef on the Permitted Site; and how to best utilize the Salvaged Items.

j. The ISLE agrees to support the creation of a foundation or other corporate entity to further develop, manage and market the Project, including, but not limited to, to raise and receive additional funding for the Project and to seek additional community, educational and/or other governmental partners to participate in, and benefit, the Project. The ISLE, at ISLE's sole discretion, reserves the right to appoint fifty percent (50%) of the directors or board members of any such foundation or corporate entity.

k. The ISLE agrees that the CITY has no maintenance or additional obligations to the Project except as expressly set forth herein.

ARTICLE 3
PROJECT DESCRIPTION

1. The Project. Pursuant to the CITY's Agreement with KEARNS (Exhibit 2), KEARNS will acquire and scuttle the M/V Santé Manna at the Permitted Site in accordance with all applicable laws and regulations. In addition, prior to said vessel being scuttled at the Permitted Site, the CITY and ISLE intend to work together in good faith to design and construct an interactive casino space on it and to otherwise market and merchandise the artificial reef on the Permitted Site. The foregoing activities comprise the scope of work for the Project.

2. Project Funding. The CITY and ISLE agree to provide Three Hundred Twelve Thousand Five Hundred Dollars (\$312,500.00) each for a total of Six Hundred Twenty Five Thousand Dollars (\$625,000.00) for the Project payable as set forth below.

a. CITY agrees to pay KEARNS Two Hundred Fifty Seven Thousand Five Hundred Dollars (\$257,500.00) within five (5) business days of KEARNS obtaining the CITY's written approval that all the requirements set forth in Paragraph 2a-c of Article 3 of the CITY's Agreement with KEARNS (Exhibit 2) have been satisfied;

b. Within five (5) business days of KEARNS obtaining the CITY's written approval that all the requirements set forth in Paragraph 2a-c of Article 3 of the CITY's Agreement with KEARNS have been satisfied, the CITY and ISLE agree to contribute Fifty Five Thousand Dollars (\$55,000.00) each for a total of One Hundred Ten Thousand Dollars (\$110,000.00) which the CITY's Finance Director shall retain in an interest bearing escrow account to be used exclusively for the Project. The CITY's Finance Director agrees to disburse the funds upon receipt of a written request mutually executed by both the CITY and ISLE's Contract Administrators as defined in Article 5 herein.

c. The ISLE shall provide the CITY Two Hundred Fifty Seven Thousand Five Hundred Dollars (\$257,500.00) within three (3) business days after the CITY issues the Notice of Completion memorializing the CITY's satisfaction with KEARNS' completion of the Work under the CITY's Agreement with KEARNS (Exhibit 2).

ARTICLE 4
TERM

The term of this Agreement shall commence the date this Agreement is executed by all parties and end when ISLE has tendered payment of \$257,500.00 to the CITY for Phase I of the Project as set forth in the preceding Article. During this period, both CITY and ISLE shall be bound by, and must comply with, the terms and conditions imposed by this Agreement.

ARTICLE 5
CONTRACT ADMINISTRATOR

1. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

2. For the purposes of the day-to-day conduct during the term of the Project, ISLE's Contract Administrator is Robert Wyre or his written designee as provided for in writing by Robert Wyre.

3. For the purposes of the day-to-day conduct during the term of the Project, the CITY's Contract Administrator is its City Manager or his designee as provided for in writing by the City Manager.

ARTICLE 6
DEFAULT AND REMEDIES TO CURE DEFAULT

1. Event of Default. Failure of the CITY or the ISLE to timely comply with the material terms, conditions or covenants of this Agreement that either party is required to observe or perform shall constitute an Event of Default under this Agreement.

2. Remedies in the Event of Default.

a. General. If either party fails to timely cure an Event of Default, then the other party shall have the right to terminate this Agreement and/or may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy said default or breach, including, but not limited to, proceedings to compel specific performance, damages for breach of contract, and any other legal or equitable remedies.

b. Informal Dispute Resolution Process. The parties desire to minimize the adverse effect and cost of disputes in recognition of the complexities involved in implementing this Agreement. As to disputes between the CITY and the ISLE, the parties agree that in the first instance, their respective Contract Administrators shall endeavor to resolve every dispute amicably and to also define the nature and extent of any disagreement to the extent possible. All parties shall be entitled to have representatives present at any such meeting or conference.

If the parties' Contract Administrators are unable to reach an agreement within five (5) business days after the dispute arises, they agree to promptly enlist the assistance of the City Manager of the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 or his/her respective designee(s). Upon the City Manager's receipt and review of said written appeal or demand, the City Manager may request additional information relating to the dispute from any or all parties which shall be timely provided. The City Manager shall provide his decision regarding resolution of the dispute(s) within five (5) business days of receiving said written appeal or additional requested information.

3. Permitted Delay in Performance for Causes Beyond Control of Party. Neither party shall be considered in breach of its obligations with respect to commencing and completing the Project in the event of Permitted Delays due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, strikes; walkouts; acts of God; failure or inability to secure materials or labor by reason of priority or similar regulation or enemy action; civil disturbance; fire or other casualty.

In the event of the occurrence of any such Permitted Delay, the intent and purpose of this provision is that the time(s) for performance of either party's obligations hereunder shall be extended for the period of the Permitted Delay provided that the party seeking the benefit of these provisions shall, within five (5) days after the beginning of any such enforced delay, have first notified the other parties in writing of the cause or causes thereof and requested an extension for the period of the enforced delay.

4. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party(ies).

No waiver made by any party with respect to the performance, manner, time, or any obligation of any party or any condition under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition beyond those expressly waived in writing or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party(ies).

ARTICLE 7
NOTICES AND DEMANDS

1. A notice, demand, or other communication under the Agreement by either party to the other shall be given or delivered sufficiently if it is in writing and delivered personally, sent via facsimile, e-mail, or dispatched by registered or certified mail, postage prepaid to the representatives named below or, with respect to either party, is addressed or delivered personally at such other address as that party, from time to time may designate in writing and forward to the other as provided herein.

ISLE Representative: Robert Wyre, VP/General Manager
PPI, Inc.
1800 SW 3rd Street
Pompano Beach, FL 33069
(954) 633-6500 Phone
(954) 972-9970 Fax
Rob.Wyre@islecorp.com

CITY Representative: Dennis Beach, City Manager
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060
(954) 786-4601 Phone
(954-786-4504 Fax
Dennis.Beach@copbfl.com

2. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course.

ARTICLE 8
NON-ASSIGNABILITY AND SUBCONTRACTING

1. This Agreement is not assignable and both parties agrees not to sell, assign, transfer, merge or otherwise convey any of their interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

2. Any attempt by either party to assign or transfer any of its rights or obligations under this Agreement without first obtaining the written approval of the other shall result in immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on either party without the other party's written consent executed with the same formality as this Agreement.

(iii) Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and the ISLE.

ARTICLE 9
NO CONTINGENT FEE

Both the CITY and ISLE warrant that they have not employed or retained any company or person to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 10
WAIVER AND MODIFICATION

1. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

2. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

ARTICLE 11
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

ARTICLE 12
SEVERABILITY

The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.

ARTICLE 13
JURISDICTION, VENUE AND WAIVER OF TRIAL

1. This Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Both parties submit to the jurisdiction of Florida courts and federal courts located in Florida. In the event of a dispute as to the interpretation or application

of or an alleged breach of this Agreement, the parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida, and that such dispute shall be heard by a judge, not a jury.

2. 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 in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 14
BINDING EFFECT

Upon execution of this Agreement, a copy of this Agreement shall be recorded among the Public Records of Broward County, Florida. This Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

ARTICLE 15
ATTORNEY'S FEES

In the event of any litigation involving the terms and conditions of this Agreement or otherwise relating to the transaction encompassed herein, it is understood and agreed that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

ARTICLE 16
NO THIRD PARTY BENEFICIARIES

Both parties acknowledge and agree that this Agreement and other contracts and agreements pertaining to the Project will not create any obligation on the part of either the ISLE or the CITY to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

ARTICLE 17
FORCE MAJEURE

1. No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

2. If any party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and

during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

3. In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of force majeure shall have given the other party(ies) written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 18
SURVIVAL OF OBLIGATIONS

All covenants, agreements, representation and warranties made herein, or otherwise made in writing by any party 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 Agreement and the consummation of the transactions contemplated herein.

ARTICLE 19
ENTIRE AGREEMENT AND INTERPRETATION

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

2. This Agreement shall be interpreted as drafted by all parties hereto equally and each party has had the opportunity to be represented by counsel of their choice.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, all parties and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

"PPI, Inc.":

PPI, INC., a Florida corporation

By: _____

Title: _____

Witnesses:

Print Name

Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, CEO of PPI, INC., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (Type of identification or identification).

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

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

2/4/15
L:agr/manager/2015-438f

Meeting Date: 02/10/15

Agenda Item 14

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT REGARDING ESTABLISHMENT OF AN ARTIFICIAL REEF BETWEEN THE CITY OF POMPANO BEACH AND KEARNS CONSTRUCTION COMPANY; PROVIDING AN EFFECTIVE DATE. (Fiscal impact to City: \$257,500)

Summary of Purpose and Why:

Kearns Construction Company is proposed to be our General Contractor for purchasing scuttling and sinking the Santé Manna at a depth of 150 feet for the creation of an artificial reef approximately one half mile east of the Pompano Beach Pier.

- (1) Origin of request for this action: Pompano Beach Tourism Committee and Economic Development Council
- (2) Primary staff contact: Greg Harrison, Assistant City Manager *Greg Harrison* 954 786-4601
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: Total: \$515,000 (\$257,500 Revenue from PPI, Inc. and \$257,500 from the City of Pompano Beach-General Fund Reserves) 001-9910-599-4650

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	<u>2/3/15</u>	<u>Approval</u>	<u><i>[Signature]</i></u>
Finance	<u>2/3/15</u>	<u>Approval</u>	<u><i>[Signature]</i></u>
Budget	<u>2-3-15</u>	<u>Approval</u>	<u><i>[Signature]</i></u>

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-364
January 20, 2015

TO: Greg Harrison, Assistant City Manager
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution – Agreement To Establish An Artificial Reef

As requested, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT REGARDING ESTABLISHMENT OF AN ARTIFICIAL REEF BETWEEN THE CITY OF POMPANO BEACH AND KEARNS CONSTRUCTION COMPANY; PROVIDING AN EFFECTIVE DATE.

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

FAWN POWERS

I:\cor\mgr\acm\2015-364f
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 AN AGREEMENT REGARDING ESTABLISHMENT OF AN ARTIFICIAL REEF BETWEEN THE CITY OF POMPANO BEACH AND KEARNS CONSTRUCTION COMPANY; 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 Kearns Construction Company to establish an artificial reef, 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 Kearns Construction Company.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

FP/ds

1/20/15

l:reso/2015-152f

Agreement

Between

THE CITY OF POMPANO BEACH

and

KEARNS CONSTRUCTION COMPANY

Relating to

**The Establishment of an Artificial Reef
By Means of Sinking at Sea
The Vessel known as the M/V Santé Manna**

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Definitions	1
2	Representations and Covenants	3
3	Project Description	5
4	Term	6
5	Insurance and Performance Bond	6
6	Contract Administrator	8
7	CONTRACTOR's Obligation to Acquire/Scuttle the M/V Santé Manna	8
8	Continuous Performance of Work; Permitted Delays	10
9	Care and Maintenance During the Project Term	10
10	Project Schedule	11
11	Notice of Completion	11
12	Other Duties of CONTRACTOR	11
13	Evaluation and Monitoring Reports	12
14	Default and Remedies to Cure Default	12
15	Notices and Demands	15
16	CONTRACTOR's Indemnification of CITY	16
17	Non-Assignability and Subcontracting	17
18	Accounting and Recordkeeping Procedures	17
19	Nondiscrimination, Equal Employment Opportunity and Americans With Disabilities Act	17
20	Public Entity Crimes Act	18
21	No Contingent Fee	18

22	Waiver and Modification	18
23	Absence of Conflicts of Interest	18
24	No Waiver of Sovereign Immunity	19
25	Severability	19
26	Jurisdiction, Venue and Waiver of Trial	19
27	Binding Effect	19
28	Attorney's Fees	20
29	No Third Party Beneficiaries	20
30	Approvals	20
31	Force Majeure	20
32	Independent Contractor	21
33	Co- Ownership of Documents and CITY's Exclusive Marketing Rights	21
34	Survival of Obligations	21
35	Entire Agreement and Interpretation	21

EXHIBITS

- 1 Description of the M/V Santé Manna
- 2 Florida Department of Environmental Protection General Permit 06-0331539-001 for Artificial Reef Construction
- 3 U.S. Army Corps of Engineers Permit No. 1989-90804(MOD-LCK)
- 4 CITY's Scope of Work for the Topside Modifications
- 5 CONTRACTOR's Scope of Work for the Topside Modifications
- 6 Items to be Salvaged from the M/V Santé Manna and Provided to the CITY

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between

THE CITY OF POMPANO BEACH, a Florida municipal corporation whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the “CITY”),

and

KEARNS CONSTRUCTION COMPANY, a Florida for profit corporation whose principal address is 4101 Braganza Avenue, Miami, Florida 33125 (the “CONTRACTOR”)

WHEREAS, the parties to this Agreement have identified the container ship known as the M/V Santé Manna more particularly described in Exhibit 1 as being available for purchase and sinking as an artificial reef in a location known as the Permitted Site as referenced in Exhibits 2 and 3 (the “Project”); and

WHEREAS, the parties desire to enter into this Agreement setting forth their mutual understandings and obligations regarding the Project; and

WHEREAS, the CITY has decided that participating in the Project is in the public’s best interest.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises set forth herein, the parties agree as follows.

ARTICLE 1
DEFINITIONS

As used in this Agreement the following terms shall have the following meanings. Other terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement. Words used herein in the singular shall include the plural and words in the masculine/feminine/neuter gender shall include words in the masculine/feminine/neuter where the text of this Agreement requires.

1. **Agreement**: means this document.
2. **Authorized Representative**: The person(s) designated and appointed from time to time by any of the parties to represent that entity in administrative matters as opposed to policy matters.
3. **CITY**: The City of Pompano Beach, a municipal corporation of the State of Florida.

4. **City Commission:** The elected governing body of the City.
5. **Completion Date:** The date when the CITY issues a Notice of Completion for the Project.
6. **Contractor:** Kearns Construction Company, a Florida for-profit corporation responsible to perform the Work for the Project.
7. **Contract Administrator:** For the CITY, its City Manager or his/her designee as provided for in writing by the City Manager. For CONTRACTOR, John Kearns or his designee as provided for in writing by John Kearns.
8. **Default:** An event under which any party to this Agreement has failed to materially perform under the obligations of this Agreement, after having been given notice of such event and an opportunity to cure. The opportunity to cure any event of default, unless otherwise prescribed in this Agreement, shall be 30 days after delivery of notice to the party (ies) alleged to be in default.
9. **Effective Date:** The date on which this Agreement is executed by both parties.
10. **Governmental Authorities:** The CITY and any other federal, state, county, municipal or other government department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.
11. **Notice of Completion:** After CONTRACTOR's completion of the Work to be performed hereunder and within three (3) business days of CITY's receipt of written documentation from the appropriate Governmental Authorities that the M/V Santé Manna has been successfully scuttled at the Permitted Site in accordance with permit requirements and all applicable laws, the Notice of Completion shall be the CITY's written notice to CONTRACTOR memorializing the CITY's satisfaction with CONTRACTOR's completion of the Work.
12. **Permitted Delays:** All delays or extensions approved by the CITY and all delays attributable to an event of Force Majeure as provided for in Articles 8 and 31 herein.
13. **Permitted Plans:** The plan(s) approved by the Governmental Authorities having jurisdiction over the Work to be performed for the Project under this Agreement, including, but not limited to the Site Plan; engineering, architectural, mechanical and structural drawings and specifications prepared by the CONTRACTOR through which all required permits for the Project are issued by the Governmental Authorities.
14. **Permitted Site:** The Atlantic Ocean sand bottom with approximate coordinates of 26° 13.775' N, Longitude 80° 03.861' S, where the M/V Santé Manna is to be scuttled in an upright position at an approximate depth of 150 feet for establishment of an artificial reef in accordance with the provisions of this Agreement.

15. **Project:** CONTRACTOR shall purchase the M/V Santé Manna and, in accordance with all regulatory requirements, subsequently clean, transport and scuttle same at a location known as the Permitted Site for the purpose of establishing an artificial reef off the coast of Pompano Beach, Florida.

16. **Project Financing:** Any financing provided for all or any portion of the Project.

17. **Regulatory Approvals:** Any or all of the following approvals required for CONTRACTOR to perform the Work required hereunder in accordance with all applicable laws and regulations (collectively, the “Regulatory Approvals”):

- a. Permits to scuttle the M/V Santé Manna.
- b. All governmental or regulatory agencies having jurisdiction

18. **Salvaged Items:** Those items listed in Exhibit 6 to this Agreement which KEARNS agrees to remove from the M/V Santé Manna, surrender any interest in and deliver to CITY, who shall be entitled to sole possession and ownership of same.

19. **Site Plan Approval:** The final, unconditional granting of the final Site Plan approval from the Governmental Authorities for the scuttling of the M/V Santa Manna at the location known as Permitted Site, including all applicable appeal periods.

20. **Topside Modifications:** The scope of work referenced in Exhibit 4 to be performed on the M/V Santa Manna by the CITY or its representatives in conjunction with CONTRACTOR’s decommissioning of the vessel.

21. **Work:** The acquisition and sinking of the M/V Santé Manna in accordance with the provisions of this Agreement, whether completed or partially completed, including all labor, materials, equipment, goods, products and services provided or to be provided by CONTRACTOR to fulfill CONTRACTOR’s obligations hereunder, including coordinating and providing the equipment and labor set forth in Exhibit 5 for the Topside Modification.

ARTICLE 2 **REPRESENTATIONS AND COVENANTS**

1. **Representations of the CITY.** The CITY makes the following representations to CONTRACTOR and the CITY acknowledges that CONTRACTOR has relied upon in entering into this Agreement.

a. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy, or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

b. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

c. Other than those items listed in Exhibit 6 which CONTRACTOR agrees to provide to CITY in accordance with the provisions of Article 7 hereunder, CONTRACTOR shall have salvage rights to keep or sell any of the equipment removed from the M/V Santé Manna prior to the vessel being scuttled.

2. Representations of CONTRACTOR. CONTRACTOR makes the following representations to the CITY which the CITY relies upon in entering into this Agreement.

a. The CONTRACTOR is a Florida for-profit corporation, duly organized, existing and in good standing under the laws of 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 the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

c. By execution of this Agreement, CONTRACTOR certifies to the CITY that the officer executing this Agreement has been duly authorized by proper resolution(s) of CONTRACTOR's respective Board of Directors to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings hereunder and such action shall be, and is, binding on CONTRACTOR.

d. There are no actions, suits or proceedings pending or threatened against or affecting the CONTRACTOR or its principals, which CONTRACTOR 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 CONTRACTOR's ability to perform its obligations under this Agreement.

e. The CONTRACTOR represents that, subject to obtaining financing from the CITY as provided herein, CONTRACTOR has the ability, skill and resources to complete its responsibilities as required by this Agreement.

f. CONTRACTOR acknowledges this Agreement has been entered into to provide for establishment of an artificial reef at the location known as the Permitted Site.

g. In light of the substantial financing and other public resources committed by CITY for the Project, CONTRACTOR understands that CITY, in entering into this Agreement, is accepting and relying on the CONTRACTOR for the faithful performance of all undertakings and covenants contained in this Agreement, including obtaining clear and

marketable title to the M/V Santé Manna and providing an Asbestos Inspection Report that documents there is no asbestos in the vessel.

h. CONTRACTOR further acknowledges that its failure to faithfully perform any of the provisions of this Agreement constitutes default on its part, and CONTRACTOR fully agrees to the remedies for default as set forth in Article 14 herein.

i. CONTRACTOR represents and warrants that it has and will continue to maintain, all licenses, permits and approvals applicable to the Work contemplated herein and that CONTRACTOR will, at all times, conduct all Work under this Agreement in a reputable manner.

j. CONTRACTOR represents and warrants that CONTRACTOR is familiar with, and shall comply, with all federal, state and local laws and ordinances, codes and regulations applicable to the Work contemplated herein.

k. CONTRACTOR represents and warrants that it shall provide a drug-free workplace.

l. CONTRACTOR represents and warrants that all Work provided hereunder shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 3
PROJECT DESCRIPTION

1. The Project. CONTRACTOR shall acquire the container ship known as the M/V Santé Manna and subsequently scuttle same in accordance with all applicable local, county, state and federal requirements, laws and regulations, in a location known as the Permitted Site for the purpose of establishing an artificial reef off the coast of Pompano Beach, Florida. CONTRACTOR agrees to complete the Project according to the Project Schedule, but in no event shall Project completion extend beyond January 1, 2016, even taking into account Permitted Delays.

2. Project Funding. CITY agrees to pay CONTRACTOR Two Hundred Fifty Seven Thousand Five Hundred Dollars (\$257,500.00) within five (5) business days of CONTRACTOR obtaining the CITY's written approval that all the requirements set forth in a – c below have been satisfied:

a. CONTRACTOR shall have secured written approval from the CITY's Risk Manager that CONTRACTOR has provided proof of the insurance coverage and performance bond required under Article 5 herein;

b. CONTRACTOR shall have secured written approval from the CITY's legal counsel that CONTRACTOR has provided proof that CONTRACTOR can provide clear

and marketable title to the M/V Santé Manna as required in Paragraph 2.g. of Article 2 herein; and

c. CONTRACTOR shall have secured written approval from the CITY's Building Official that CONTRACTOR has provided an Asbestos Inspection Report that reveals there is no asbestos in the M/V Santé Manna as required in Paragraph 2.g. of Article 2 herein.

Within five (5) business days of issuance of the CITY's Notice of Completion, CONTRACTOR shall receive payment of Two Hundred Fifty Seven Thousand Five Hundred Dollars (\$257,500.00) from the CITY as payment for completion of the Project. CONTRACTOR shall be solely responsible to obtain any additional financing necessary to complete the Project should CONTRACTOR's costs exceed the \$515,000.00 being committed by the CITY.

ARTICLE 4
TERM

The term of this Agreement shall commence the date this Agreement is executed by all parties and end when CITY provides CONTRACTOR the Notice of Completion for the Project in accordance with Article 11 herein. During this period, the CONTRACTOR shall be bound by, and must comply with, the terms and conditions imposed by this Agreement.

ARTICLE 5
INSURANCE AND PERFORMANCE BOND

Throughout the term of this Agreement, CONTRACTOR and all subcontractors hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements. Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval, (i) Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage and (ii) a performance bond in the amount of Five Hundred Fifteen Thousand Dollars (\$515,000.00) to ensure CONTRACTOR's faithful performance of its obligations hereunder. This bond shall be in substantial conformity with the requirements set forth in Chapter 255.05, F.S., and written by a surety company acceptable to CITY.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to

review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

1. Worker's Compensation: CONTRACTOR and all subcontractors shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes. CONTRACTOR shall provide this coverage on a primary basis. CONTRACTOR and all subcontractors agree to maintain Federal Act endorsement for U.S. Longshoremen's & Harbor Workers Act (WC 00 01 06 A) and The Jones Act (WC 00 02 01 A) when the Work required hereunder is on or contiguous to navigable U.S. waterways and ways adjoining, or vessels.

2. Employer's Liability: CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the amount of One Hundred Thousand Dollars (\$100,000.00) which shall name the CITY as an additional insured.

3. General Liability Insurance: CONTRACTOR and all subcontractors shall, at their own expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of CITY, with a policy limit of not less than \$1,000,000 per person/\$1,000,000 per occurrence, combined single limits, which coverage shall include property damage and personal injuries, including death, and shall name the CITY as an additional insured.

4. Business Auto Insurance: CONTRACTOR and all subcontractors shall provide, carry, pay for and continuously maintain business automobile coverage for owned, non-owned and hired vehicles with a policy limit of not less than \$1,000,000 per person/\$1,000,000 per occurrence which shall name the CITY as an additional insured.

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

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage;
- c. Effective and expiration dates of policies; and
- d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

6. Collection of Insurance: In the event of a claim for destruction or damage hereunder, all funds payable from insurance policies shall be deposited as a trust fund in a commercial national bank selected by the CITY and located in Pompano Beach, Florida. Said funds shall be used for the purposes of reconstruction or repair according to the following priority: first, for all or any portion of the M/V Santé Manna and second, for personal property so damaged or destroyed.

Such reconstruction and repair work shall be done by CONTRACTOR in strict conformity with all applicable laws and regulations of all Governmental Authorities having jurisdiction. In the event the cost of reconstruction or repair exceeds the amount of funds available from the proceeds of such insurance policy, then such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair and CONTRACTOR shall be responsible for the remaining funds. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived for such insurance policies, the surplus shall be payable to CONTRACTOR.

7. Insurance Cancellation or Modification: Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

8. Waiver of Subrogation: CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 6 **CONTRACT ADMINISTRATOR**

1. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

2. For the purposes of the day-to-day conduct during the term of the Project, the CONTRACTOR's Contract Administrator is John Kearns or his written designee as provided for in writing by John Kearns.

3. For the purposes of the day-to-day conduct during the term of the Project, the CITY's Contract Administrator is its City Manager or his designee as provided for in writing by the City Manager.

ARTICLE 7 **CONTRACTOR'S OBLIGATION TO ACQUIRE AND SCUTTLE** **THE M/V SANTÉ MANNA**

CONTRACTOR covenants and agrees to commence and complete the Project in a professional and workmanlike manner and in accordance with this Agreement and the provisions set forth below.

1. Notwithstanding any other provision or term of this Agreement, CONTRACTOR shall commence and complete the Project in compliance with all relevant federal, state and local laws; rules; regulations and ordinances. CONTRACTOR agrees that the failure of this Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fees, terms or restrictions.

2. CONTRACTOR shall provide turnkey services that include purchasing, taking title to, and accepting liability for the container ship known as the M/V Santé Manna; paying dockage expenses from the time of purchase until Project completion; and decommissioning, towing and scuttling the M/V Santé Manna at the "Permitted Site."

3. CONTRACTOR shall be responsible for maintaining possession and transporting the M/V Santé Manna once it is purchased until the time the vessel is deployed onto the ocean floor at the "Permitted Site" for establishment of an artificial reef.

4. CONTRACTOR shall comply with all regulatory requirements and also be responsible to timely secure the permit that allows the Project to go forward.

5. CONTRACTOR shall expeditiously clean the M/V Santé Manna of all potential pollutants, including hydrocarbons, asbestos, liquids and general debris. CONTRACTOR shall also remove hatches, doors, and other ancillary items that may impede or obstruct divers from entering the vessel as required by U.S. Coast Guard and Broward County.

6. CONTRACTOR agrees to remove the Salvaged Items listed in Exhibit 6 from the M/V Santé Manna, surrender any interest in and deliver to CITY, who shall be entitled to sole possession or ownership of same

7. CONTRACTOR shall expeditiously schedule and obtain the necessary inspections and approvals from the U.S. Coast Guard and the Florida Department of Environmental Protection prior to transporting the vessel for scuttling at the Permitted Site.

8. CONTRACTOR shall cut access holes in the M/V Santé Manna prior to scuttling. All steel superstructures currently attached to said vessel shall remain.

9. To ensure that the Santé Manna does not drift during deployment and remains in place once anchored at the Permitted Site, CONTRACTOR agrees to provide sufficient steel anchors and a minimum of two chains of suitable size and length.

10. CONTRACTOR shall be responsible to tow the M/V Santé Manna to the Permitted Site or other appropriate facility as directed by its Contract Administrator.

11. CONTRACTOR understands and agrees that after the M/V Santé Manna has been scuttled on the Permitted Site and is resting on the ocean bottom, CONTRACTOR shall forever abandon any claims of interest in the artificial reef established by the M/V Santé Manna.

12. If the weather does not permit safe deployment on the scheduled deployment date, deployment shall be a date thereafter as approved by Broward County as weather permits for safe deployment. CONTRACTOR shall retain responsibility of the M/V Santa Manna until the weather permits safe deployment.

13. CONTRACTOR shall complete deployment of the M/V Santé Manna on the Permitted Site within one hundred twenty (120) days of purchasing it unless delayed by weather or Permitted Delays as defined in Article 1.

14. CONTRACTOR agrees to assume all risks involved in undertaking the Work described herein.

15. CONTRACTOR shall ensure that all of its employees, contractors and subcontractors hereunder shall comply with all applicable legal requirements governing conduct, safety, security and regulatory approvals in the performance of Work hereunder.

16. CONTRACTOR understands that while it is decommissioning the M/V Santé Manna, CITY desires to undertake certain Topside Modifications to the vessel as set forth in Exhibit 4 and CONTRACTOR agrees to coordinate and provide the equipment, staging area and labor set forth in Exhibit 5 to accomplish same.

ARTICLE 8
CONTINUOUS PERFORMANCE OF WORK; PERMITTED DELAYS

1. Once the CITY has provided CONTRACTOR the \$257,500.00 to purchase the M/V Santé Manna, CONTRACTOR shall diligently perform the Work required hereunder until Project completion as evidenced by the CITY's Notice of Completion, except only for Permitted Delays as defined in Article 1. Unless caused by Permitted Delays, Work and the services required to be performed hereunder shall not be considered to be carried through diligently if said activities cease for a period of thirty (30) days or more.

2. Permitted Delays in completing the Project shall not constitute a material Default by the CONTRACTOR provided that CONTRACTOR resumes and continues the Work to be provided hereunder within five (5) business days following the time when such Permitted Delay is no longer present. Within five (5) business days after the beginning of such Permitted Delay, CONTRACTOR shall provide the other parties written notice of the delay and the reason therefore and requested a written extension for the period of the Permitted Delay.

ARTICLE 9
CARE AND MAINTENANCE DURING THE PROJECT TERM

1. During the term of the Project, CONTRACTOR covenants and agrees to safely perform the Work required hereunder and to protect against damage to persons and property by reason of said activities.

2. In the case of damage or loss to the M/V Santé Manna, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the vessel so that it is of the same general character and at least equal in value of such loss or damage. See Article 5 of this Agreement as to insurance requirements and the use of insurance funds.

3. Permitted Delays excepted, such repairs shall be begun within sixty (60) calendar days after such occurrence or, if rebuilding is required, such rebuilding shall be begun within 120 calendar days after such occurrence and in either case shall be completed in a reasonable time provided insurance funds are available, but in no event shall commencement of repairs or rebuilding be delayed beyond 180 days from the date of occurrence. The CONTRACTOR shall pay for all such repairing and rebuilding so that M/V Santé Manna shall be free and clear of all liens of mechanics and materialmen and similar liens arising out of such repair, rebuilding or reconstruction.

ARTICLE 10 **PROJECT SCHEDULE**

1. Except for Permitted Delays as defined in Article 1 herein, CONTRACTOR shall complete the Project in accordance with the following schedule:

a. CONTRACTOR shall purchase/take title to the M/V Santé Manna by January 16, 2015; and

b. CONTRACTOR shall receive all final regulatory approvals from Governmental Authorities, including the CITY's Notice of Completion, on the scuttled M/V Santé Manna by June 1, 2015.

2. Subject to extension(s) for Permitted Delays, CONTRACTOR's failure to complete the Project in accordance with the time frames set forth herein shall constitute material default in accordance with the provisions of this Agreement.

ARTICLE 11 **NOTICE OF COMPLETION**

Within five (5) business days after CONTRACTOR's satisfactory completion of the Project as evidenced by issuance of all requisite final regulatory approvals of the scuttled M/V Santé Manna, the CITY shall promptly furnish CONTRACTOR with a Notice of Completion.

ARTICLE 12 **OTHER DUTIES OF THE CONTRACTOR**

1. Access to Work. CONTRACTOR agrees that representatives of the CITY and all applicable regulatory agencies shall and will have access to the Work whenever it is in preparation or progress and that the CONTRACTOR will provide proper facilities for such access and inspection.

2. Anti-Kickback Act. CONTRACTOR shall comply with regulations of the Secretary of Labor of the United States of America made pursuant to the Anti-Kickback Act of June 13, 1934, 40 U.S.C. 276(c) and any amendments or modifications thereto. CONTRACTOR shall ensure appropriate provisions are inserted in its subcontracts to insure CONTRACTOR's subcontractors are in compliance with the aforementioned Anti-Kickback Act; subject, however, to any reasonable limitations, variations, tolerances and exemptions from the requirements of said Anti-Kickback Act as the Secretary of Labor may specifically provide.

ARTICLE 13 **EVALUATION AND MONITORING REPORTS**

CONTRACTOR understands and agrees the CITY will carry out periodic monitoring and evaluation activities as it deems necessary and that continuation of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluation will be based on the terms of this Agreement and comparisons of planned versus actual progress relating to Project scheduling and budgets.

Upon request by the CITY, CONTRACTOR shall provide, in a format reasonably acceptable to both parties, information, data and reports to be used in monitoring CONTRACTOR's performance in carrying out the Project, including proof of the licenses, permits and all other formal regulatory approvals CONTRACTOR is required to obtain in order to legally conduct its obligations hereunder.

ARTICLE 14 **DEFAULT AND REMEDIES TO CURE DEFAULT**

1. Default by CONTRACTOR. The following shall constitute an Event of Default under the Agreement:

a. Failure of CONTRACTOR to meet the Project schedule provided for in Article 10 herein, subject to any amendments executed by the parties which extended the timelines and such default continues for a period of thirty (30) days after written notice from the CITY;

b. Failure of CONTRACTOR to comply with the material terms, conditions or covenants of this Agreement that CONTRACTOR is required to observe or perform and such default continues for a period of thirty (30) days after written notice from the CITY;

c. This Agreement, the Property or any part of the M/V Santé Manna is taken upon execution or by other process of law directed against CONTRACTOR, or are taken upon or subjected to any attachment by any creditor of CONTRACTOR or claimant against CONTRACTOR, and such attachment is not discharged within ninety (90) days after its levy;

d. CONTRACTOR shall be unable to pay the CONTRACTOR's debts as the same shall mature;

e. CONTRACTOR shall file a voluntary petition in bankruptcy or voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of CONTRACTOR's creditors;

f. CONTRACTOR shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the CONTRACTOR's property or such appointment shall be made without CONTRACTOR's consent and shall not be removed within ninety (90) days;

g. Prior to completing the Project, CONTRACTOR abandons or vacates any portion of the Project for a period of more than thirty (30) consecutive days;

h. Failure of CONTRACTOR to perform any other material covenants, agreements, undertakings or terms of this Agreement, or if the representations set forth herein are materially untrue or incorrect, then such breach shall be deemed a material default; and

i. If the CONTRACTOR fails to perform any of the following activities related to the Project required to be undertaken by the CONTRACTOR ("Project Activities"): (i) failure to purchase/take title to the M/V Santé Manna by January 16, 2015; or (ii) after purchase of the M/V Santé Manna, failure to timely and continuously pursue the Work required hereunder except for Permitted Delays; then the CITY shall have the right to give CONTRACTOR written notice of such failure.

2. Default by CITY. Failure of the CITY to comply with the material terms, conditions or covenants of this Agreement that either is required to observe or perform shall constitute an Event of Default under this Agreement.

3. Remedies in the Event of Default.

a. General. If the CONTRACTOR fails to cure an Event of Default within the time provided therefore, the CITY shall have the right to terminate this Agreement and/or may institute such proceedings as may be necessary or desirable in their opinion to cure and remedy said default or breach, including, but not limited to, proceedings to compel CONTRACTOR's specific performance, damages for breach of contract and forfeiture of CONTRACTOR's interest in the M/V Santé Manna.

b. Informal Dispute Resolution Process. The parties desire to minimize the adverse effect and cost of disputes in recognition of the complexities involved in implementing this Agreement. As to disputes between the CITY and the CONTRACTOR, the parties agree that in the first instance, their respective Contract Administrators shall endeavor to resolve every dispute amicably and to also define the nature and extent of any disagreement to the extent possible. All parties shall be entitled to have representatives present at any such meeting or conference.

If the parties' Contract Administrators are unable to reach an agreement within five (5) business days after the dispute arises, they agree to promptly enlist the assistance of the

City Manager of the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 or his/her respective designee(s). Upon the City Manager's receipt and review of said written appeal or demand, the City Manager may request additional information relating to the dispute from any or all parties which shall be timely provided. The City Manager shall provide his decision regarding resolution of the dispute(s) within five (5) business days of receiving said written appeal or additional-requested information.

4. Termination by CONTRACTOR Prior to Conveyance. If the CITY does not timely tender the monies due and owing CONTRACTOR under this Agreement and such failure is not be cured within thirty (30) days after CONTRACTOR provides a written demand to their Contract Administrator(s), CONTRACTOR may terminate this Agreement or avail itself of any remedy allowable at law or in equity.

If the CONTRACTOR fails to timely provide the CITY with evidence satisfactory to the CITY that CONTRACTOR has sufficient equity capital to complete the Project in accordance with the time and in the manner set forth herein, then this Agreement shall automatically without further notice and without further extension of time to cure, become null and void and of no further force and effect, in which event the parties shall thenceforth be relieved of all further obligations and liabilities one to the other.

5. Termination by CITY Prior to Project Completion. Except as may be specifically provided herein, this Agreement and any rights of CONTRACTOR arising therefrom shall be terminated at the CITY's option in which case the CITY shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Agreement provided that any delay by the CITY in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or limit them in any way.

The intent of this provision is the CITY shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk being deprived of or limited in the exercise of the remedies provided in this Article because of concepts of waiver, laches, or otherwise. Further, nor shall any waiver in fact made by the CITY with respect to any specific default by CONTRACTOR under this Agreement be considered as a waiver of the their rights with respect to any other defaults by CONTRACTOR under this Agreement or with respect to the particular default.

6. Permitted Delay in Performance for Causes Beyond Control of Party. CONTRACTOR shall not be considered in breach of its obligations with respect to commencing and completing the Project in the event of Permitted Delays due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, strikes; walkouts; acts of God; failure or inability to secure materials or labor by reason of priority or similar regulation or enemy action; civil disturbance; fire or other casualty.

In the event of the occurrence of any such Permitted Delay, the intent and purpose of this provision is that the time(s) for performance of CONTRACTOR's obligations with respect to Project completion shall be extended for the period of the Permitted Delay as determined by the

CITY provided that the party seeking the benefit of these provisions shall, within five (5) days after the beginning of any such enforced delay, have first notified the other parties in writing of the cause or causes thereof and requested an extension for the period of the enforced delay.

7. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party(ies).

No waiver made by any party with respect to the performance, manner, time, or any obligation of any party or any condition under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition beyond those expressly waived in writing or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party(ies).

ARTICLE 15
NOTICES AND DEMANDS

1. A notice, demand, or other communication under the Agreement by either party to the other shall be given or delivered sufficiently if it is in writing and delivered personally, sent via facsimile, e-mail, or dispatched by registered or certified mail, postage prepaid to the representatives named below or, with respect to either party, is addressed or delivered personally at such other address as that party, from time to time may designate in writing and forward to the other as provided herein.

CONTRACTOR's Representative: John Kearns, CFO
4101 Braganza Avenue
Coconut Grove, Florida 33170
305- 461 0310 Phone
305- 461 1892 Fax
jkearns@kearnsconstruction.com

CITY Representative: Dennis Beach, City Manager
100 W. Atlantic Boulevard
Pompano Beach, Florida 33060
954-786-4601 Phone
954-786-4504 Fax
Dennis.Beach@copbfl.com

2. Any such notice shall be deemed to have been given as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course.

ARTICLE 16

CONTRACTOR'S INDEMNIFICATION OF THE CITY

1. The CONTRACTOR shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses including attorney's fees or liabilities of every kind in connection with or arising directly out of the Project except for any occurrence arising out of or resulting from intentional torts or gross negligence of the CITY, its officers, agents and employees.

2. The CONTRACTOR will indemnify and save the CITY and their respective agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work.

3. Without limiting the foregoing, any and all such claims, suits, causes of action, etc., relating to personal injury; death; damage to property; defects; actual or alleged infringement of any patent, trademark, copyright, or other tangible or intangible personal or real property right; any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation or decree of any court, are included in the indemnity.

4. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at CONTRACTOR's sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any causes of action the CONTRACTOR has or may have for breaches or defaults by the CITY under this Agreement.

ARTICLE 17 **NON-ASSIGNABILITY AND SUBCONTRACTING**

1. This Agreement is not assignable and CONTRACTOR agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity.

2. Any attempt by CONTRACTOR to assign or transfer any of its rights or obligations under this Agreement without first obtaining the written approval of the CITY shall result in CITY's immediate cancellation of this Agreement. Specifically, no assignment of any right or obligation under this Agreement shall be binding on the CITY without CITY's written consent executed with the same formality as this Agreement.

3. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of CONTRACTOR's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement as provided for in Article 14 herein.

4. Nothing herein shall be construed to create any personal liability on the part of the CITY or its agent(s) nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and the CONTRACTOR.

ARTICLE 18
ACCOUNTING AND RECORD KEEPING PROCEDURES

1. CITY shall have the right to inspect the Project, as well as the right to audit the books, records and accounts of CONTRACTOR that are related to the Project. CONTRACTOR shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the Project.

2. CONTRACTOR shall be required to record, preserve and make available, at reasonable times for examination by CITY, complete and accurate records for all activities and revenues generated under this Agreement, including all financial records, supporting documentation, statistical records, federal/state tax returns; and any other documents attendant to CONTRACTOR's provision of goods and services under this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of five years after termination of this Agreement.

However, if an audit has been initiated and audit findings have not been resolved, the records shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for CITY's disallowance and recovery of any such payment.

ARTICLE 19
NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY
AND AMERICANS WITH DISABILITIES ACT

1. While acting pursuant to this Agreement, CONTRACTOR shall not discriminate against any worker, employee, patron or member of the public on the basis of race, creed, religion, age, sex, familial status, disability or country of national origin.

2. CONTRACTOR shall not unlawfully discriminate against any person in its activities attendant to the Project and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA), including Titles I and II regarding nondiscrimination on the basis of disability and all applicable regulations, guidelines, and standards. CONTRACTOR shall also comply with Title I of the ADA regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability.

3. CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

ARTICLE 20
PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, CONTRACTOR certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

ARTICLE 21
NO CONTINGENT FEE

1. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement 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 CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

2. In the event of CONTRACTOR's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at the CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 22
WAIVER AND MODIFICATION

1. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

2. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

ARTICLE 23
ABSENCE OF CONFLICTS OF INTEREST

1. CONTRACTOR represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. CONTRACTOR further represents no person having any interest shall be employed or engaged by it for said performance.

2. CONTRACTOR shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence CONTRACTOR's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that CONTRACTOR intends to undertake and shall request the CITY opinion as to whether such association, interest or circumstance would, in their opinion, constitute a conflict of interest if entered into by CONTRACTOR.

ARTICLE 24
NO WAIVER OF SOVEREIGN IMMUNITY

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

ARTICLE 25
SEVERABILITY

The invalidity of any provision hereof shall in no way affect or invalidate the remainder of this Agreement.

ARTICLE 26
JURISDICTION, VENUE AND WAIVER OF TRIAL

1. This Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and CONTRACTOR submit to the jurisdiction of Florida courts and federal courts located in Florida. In the event of a dispute as to the interpretation or application of or an alleged breach of this Agreement, the parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida, and that such dispute shall be heard by a judge, not a jury.

2. 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 in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE 27
BINDING EFFECT

Upon execution of this Agreement, a copy of this Agreement shall be recorded among the Public Records of Broward County, Florida. This Agreement shall be binding upon and

enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

ARTICLE 28
ATTORNEY'S FEES

In the event of any litigation involving the terms and conditions of this Agreement or otherwise relating to the transaction encompassed herein, it is understood and agreed that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

ARTICLE 29
NO THIRD PARTY BENEFICIARIES

CONTRACTOR and the CITY acknowledge and agree that this Agreement and other contracts and agreements pertaining to the Project will not create any obligation on the part of CONTRACTOR or the CITY to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

ARTICLE 30
APPROVALS

Whenever CITY approval is required for any action under this Agreement, either by the City Commission or its Contract Administrator, said approvals shall not be unreasonably withheld.

ARTICLE 31
FORCE MAJEURE

1. No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force majeure.

2. If any party is unable to perform or delayed in their performance of any obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure.

3. In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of force majeure shall have given the other party(ies) written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

ARTICLE 32
INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement and the Work performed by CONTRACTOR pursuant to this Agreement shall not be subject to the supervision of the CITY. All persons engaged in any Work performed hereunder shall, at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision and control. In performance of its obligations hereunder, neither CONTRACTOR nor its agents shall act as officers, employees or agent of the CITY. This Agreement shall not constitute or make the parties a partnership or joint venture.

ARTICLE 33
CO-OWNERSHIP OF DOCUMENTS AND
CITY'S EXCLUSIVE MARKETING RIGHTS

CITY and CONTRACTOR shall co-own all reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled or completed for the Project and, at any time upon reasonable request by CITY, CONTRACTOR agrees to make available/re-produce same, at CONTRACTOR's sole cost. Notwithstanding co-ownership of Project documentation, CITY retains the exclusive right to distribute Project documentation and promote/market the Project, including all film and production rights.

ARTICLE 34
SURVIVAL OF OBLIGATIONS

All covenants, agreements, representation and warranties made herein, or otherwise made in writing by any party 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 Agreement and the consummation of the transactions contemplated herein.

ARTICLE 35
ENTIRE AGREEMENT AND INTERPRETATION

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

2. This Agreement shall be interpreted as drafted by all parties hereto equally and each party has had the opportunity to be represented by counsel of their choice.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, all parties and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

"CONTRACTOR":

Witnesses:

KEARNS CONSTRUCTION COMPANY, a Florida corporation

[Signature]
Allyson Feanny
Print Name

By: [Signature]
JOHN KEARNS, CFO

[Signature]
Elizabeth Suarez
Print Name

[Signature]
Elizabeth Suarez
Print Name

(SEAL)

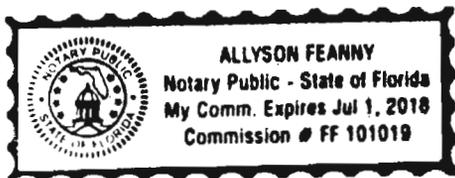
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of February, 2015, by JOHN KEARNS as CFO of KEARNS CONSTRUCTION COMPANY, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Allyson Feanny
(Name of Acknowledger Typed, Printed or Stamped)

7/1/18
Commission Number



[Signature]

"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

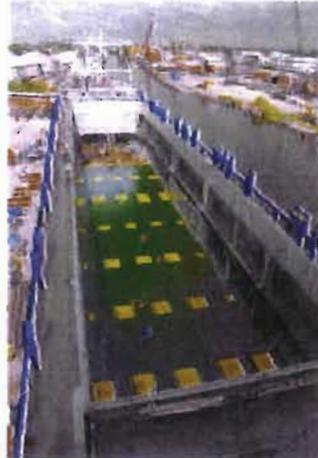
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

2/3/15
L:agr/manager/2015-383ff

CONTAINER SHIP FOR SALE

VESSEL NAME	M/V SANTE MANNA
FLAG	Panama
PORT OF REGISTRY	Rep of Panama
IMO No.	7116834
REGISTRATION No.	33357-07
CALL SIGN	3EKF6
VESSEL TYPE	Container Vessel
TEU CAPACITY	181
REEFER CAPACITY	35
GROSS TONNAGE (ITC)	2556 MT
NATIONAL TONNAGE (GRT)	2556 MT
NET TONNAGE	999.75 MTS
CRUISING SPEED	12 KNTS
LENGTH	82.75M
BREADTH	14.5M
DRAFT	Max 6.2 Average 4.2
MAIN ENGINE	MWM TBD-501 / 3000 HP
AUXILIARY ENGINES	3 CATERPILLAR 3406 (3x175 KW even)
REFRIGERATION GENERATOR #1	CUMMING 855, 200KW, 400V, 60HZ DIESEL
REFRIGERATION GENERATOR #2	CATEPILLAR DT-353, 350KW, 440V, 60HZ
VESSEL OWNERS	SANTE MANNA S.A.
VESSEL OPERATOR	TBD



**181 TEU VESSEL FOR CONTAINER CARGO
OR BREAK BULK USE W/ TWEEN DECK, CAN
ADD DECK CRANE FOR BREAK BULK USE**

**IN-CLASS & DOCUMENTED
READY TO GO!**

CONTACT: ber@beai.com / 305-491-7172

**CHARTER RATE: NEGOTIABLE
SALE PRICE: BRING OFFERS!**



**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
SOUTHEAST DISTRICT OFFICE
3301 GUN CLUB ROAD, MSC 7210-1
WEST PALM BEACH, FL 33406
561-681-6600

EXHIBIT
2

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

January 22, 2015

Broward County Board of Commissioners
c/o Kenneth Banks, NRS IV
115 S. Andrews Ave., Room 329H
Fort Lauderdale, FL 33301
Sent via e-mail to the designated agent: KBanks@broward.org

Re: File No.: 06-0331539-001
File Name: Sante Manna Artificial Reef

Dear Mr. Banks:

On December 19, 2014, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.600, Florida Administrative Code (F.A.C.), and additional information received on January 5, 2015, to construct an artificial reef amid an approximately 1,195-foot by 1,043-foot area, whereas the vessel shall be flooded in proximity of the eastern edge of the delineated area so as to avoid any potential disruption of the outer reef located near the western edge of the delineated area. The project is located in the Atlantic Ocean, Class III Waters, approximately 7,300 ft. Southeast of the Hillsboro Inlet (Section 29, Township 48 South, Range 43 East), in Broward County within the area specified below:

Corner	Latitude	Longitude
NW	26°13.844'	-80°03.894'
NE	26°13.832'	-80°03.683'
SE	26°13.668'	-80°03.704'
SW	26°13.675'	-80°03.921'

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

Your project did not qualify for the federal authorization, therefore, additional authorization must be obtained prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

1. Regulatory Review. – APPROVED

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

Based on the forms, drawings, and documents revised with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.600, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.600, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

2. Proprietary Review (related to state-owned lands). – GRANTED

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this exception.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C. and Section 62-330.075, F.A.C. as required.

3. SPGP REVIEW –NOT APPROVED

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit,” Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Your proposed activity as outlined on your notice and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps at the Palm Beach Gardens Regulatory Field Office at (561) 472-3530, for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Additional Information

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. **On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department.** Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, 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 are or 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, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

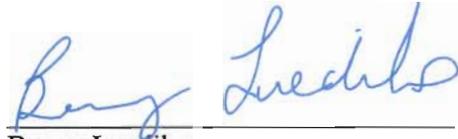
Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you revise your project after submitting the initial joint application, please contact us as soon as possible. Also, if you have any questions, please contact Michelle Decker at (561) 681-6641 or via e-mail at Michelle.Decker@dep.state.fl.us. When referring to this project, please use the FDEP file number listed above.

Executed in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Benny Luedike
Environmental Manager
Submerged Lands and Environmental
Resource Program

Enclosures:

General Conditions for All General Permits, Ch. 62-330.405, F.A.C.
Specific General Permit Rule, Ch. 62-330.600, F.A.C.
General Consent Conditions for the use of Sovereignty Submerged Lands
Attachment A- Newspaper Publication Notice
Project Drawings, 6 pages

Copies furnished to:

USACOE- Palm Beach Gardens, FDEP-SP@usace.army.mil
Joanna Walczak, Coral Reef Program Coordinator, Joanna.Walczak@dep.state.fl.us
Michelle Decker, FDEP SED- ERP, Michelle.Decker@dep.state.fl.us
Linda Sunderland, Broward County EPD, LSunderland@broward.org
Jon Dodrill, FFWCC- Division of Marine Fisheries Management - Artificial Reef Program,
Jon.Dodrill@myfwc.com
Keith Mille, FFWCC- Division of Marine Fisheries Management - Artificial Reef Program,
Keith.Mille@myfwc.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to 120.52(9),
Florida Statutes, with the designated Department
Clerk, receipt of which is hereby acknowledged.



Clerk Date 1/22/15

62-330.405 General Conditions for All General Permits

The following general permit conditions are binding upon the permittee and are enforceable under Chapter 373, F.S. These conditions do not apply to the general permit in Section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.

(3) This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.

(7) This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.

(10) A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;

- (b) The maximum width of the construction access area shall be limited to 15 feet;
 - (c) All mats shall be removed within 72 hours after the work commences; and
 - (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
- (13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
- (14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
- (15) Except where specifically authorized in a general permit, activities must not:
- (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
 - (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or
 - (c) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
- (17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
- (18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
- (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
- (19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
- (20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13.

62-330.600 General Permit for the Construction of Artificial Reefs.

- (1) A general permit is provided for the construction of an artificial reef by any person, provided:
- (a) The material to be used shall be clean concrete or rock, clean steel boat hulls, other clean, heavy gauge steel products with a thickness of 1/4 inch or greater, and prefabricated structures that are a mixture of clean concrete and heavy gauge steel;
 - (b) The material shall be free of soils, oils and greases, debris, litter, putrescible substances or other pollutants;
 - (c) The material shall be firmly anchored to the bottom and shall not be indiscriminately dumped; and
 - (d) The material shall be placed so that the top of the reef does not exceed 1/2 the distance from the bottom to the surface of the water unless a greater distance from the surface is required for safe navigation. At no time shall the distance between the top of the reef and the surface of the water be less than 6 feet.
- (2) This general permit shall be subject to the following specific conditions:
- (a) The permittee shall conduct a survey of the bottom of the waterbody on which the reef is to be built and shall submit the survey to the Agency with the notice required in Rule 62-330.402, F.A.C., demonstrating that the bottom does not have submerged grassbed communities, shellfish or other hardbottom communities, or corals;
 - (b) There shall be no reefs constructed in bays, lagoons, or estuaries that are less than 12 feet deep;
 - (c) There shall be no “white goods” (inoperative and discarded refrigerators, freezers, ranges, water heaters, washers, and other similar domestic and commercial appliances), asphalt material, tires, other polluting materials used in construction of the reef;
 - (d) The site shall be marked with perimeter buoys during construction to ensure that no material is deposited outside of the site;
 - (e) The size of the boundaries within which the artificial reef is to be deposited shall not exceed 1/4 nautical mile on any side;
 - (f) The artificial reef site shall not be established within any shipping lanes; and
 - (g) The permittee shall notify the National Ocean Service, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, Rockville, Maryland, and the Florida Fish and Wildlife Conservation Commission (FWC), Division of Marine Fisheries Management, via e-mail at artificialreefdeployments@myfwc.com of the precise location of the reef within 30 days of placement of the reef material.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.600, Amended 10-1-13.

**GENERAL CONSENT CONDITIONS FOR
USE OF SOVEREIGNTY SUBMERGED LANDS**

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF GENERAL PERMIT

The Department of Environmental Protection gives notice that the project to construct an artificial reef amid an 1195-foot by 1043-foot area has been determined to qualify for a General Permit. The project is located in the Atlantic Ocean, Class III Waters, approximately 7,300 ft. Southeast of the Hillsboro Inlet (Section 29, Township 48 South, Range 43 East), in Broward County within the area specified below:

Corner	Latitude	Longitude
NW	26°13.844'	-80°03.894'
NE	26°13.832'	-80°03.683'
SE	26°13.668'	-80°03.704'
SW	26°13.675'	-80°03.921'

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Mediation is not available.

If a timely and sufficient petition for an administrative hearing is filed, other persons whose substantial interests will be affected by the outcome of the administrative process have the right to petition to intervene in the proceeding. Intervention will be permitted only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

In accordance with rule 62-110.106(3), F.A.C., petitions for an administrative hearing must be filed within 21 days of publication of the notice or receipt of written notice, whichever occurs first. Under rule 62-110.106(4) of the Florida Administrative Code, a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 prior to the applicable deadline. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon. Upon motion by the requesting party showing that the failure to file a request for an extension of time before the deadline was the result of excusable neglect, the Department may also grant the requested extension of time.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition for an administrative hearing within the appropriate time period shall constitute a waiver of that right.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (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 are or 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, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

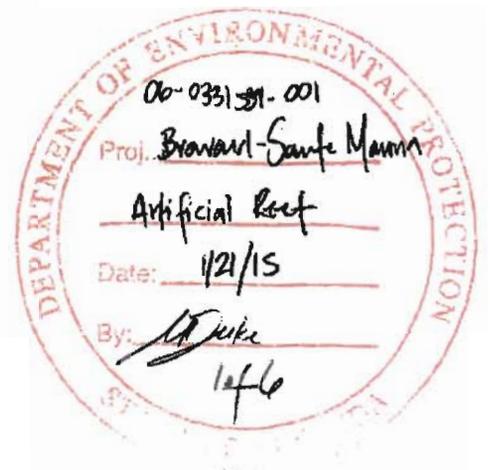
Under sections 120.569(2)(c) and (d) of the Florida Statutes, a petition for administrative hearing shall be dismissed by the agency if the petition does not substantially comply with the above requirements or is untimely filed.

Complete copies of all documents relating to this determination are available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, at the Southeast District office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, Florida 33406.

Broward County

Proposed Artificial Reef Project

The County requests a Noticed General Permit to deploy a 300 ft steel container ship, the MV Sante Manna, in the summer of 2015. The deployment depth is planned to be in 120' to 150' on sand bottom. After cleaning and preparation and receiving US Coast Guard approval, the ship will be anchored in position and sunk by flooding. Specifications of the ship are attached.



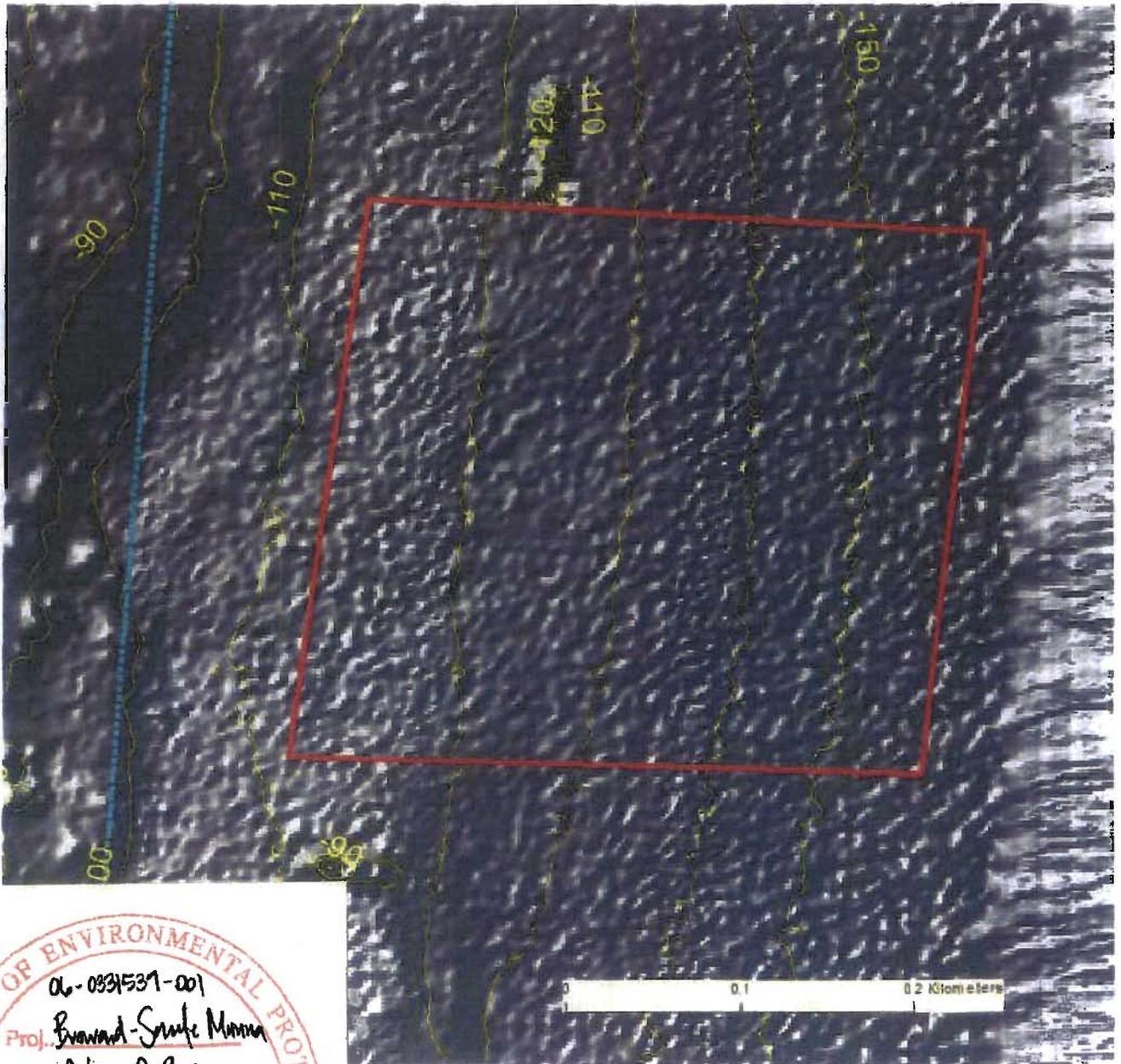
Broward County, Florida, Proposed Artificial Reef Site



06-0331 539-001
Proj. Broward-Saupe Marina
Artificial Reef
Date: 1/21/15
By: [Signature]
2 of 6

DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE OF FLORIDA

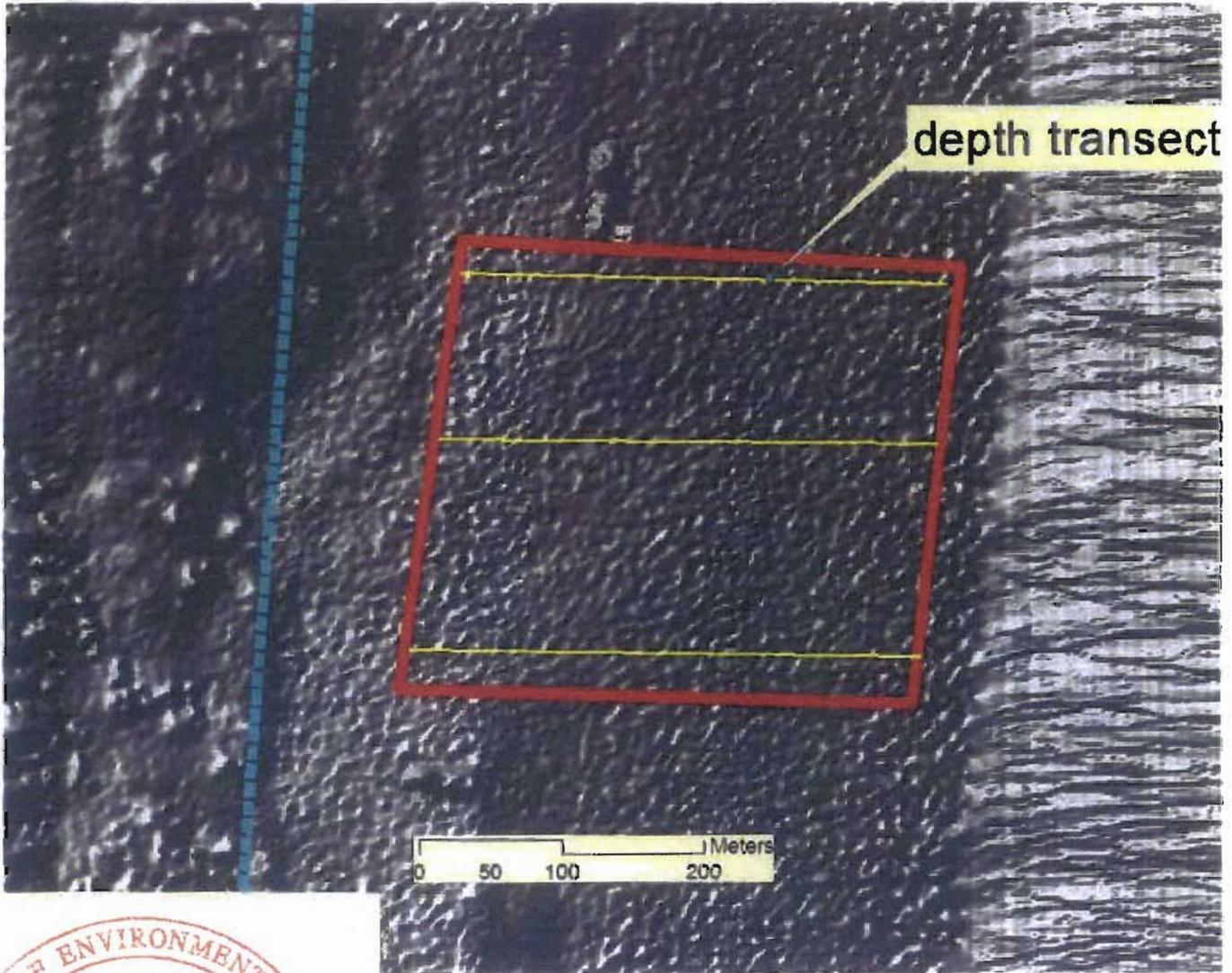
Broward County, Florida, Proposed Artificial Reef Site Depth (ft) Contours



DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE OF FLORIDA

06-0831537-001
Proj. Broward Seagrass
Artificial Reef
Date: 1/21/15
By: [Signature]
346

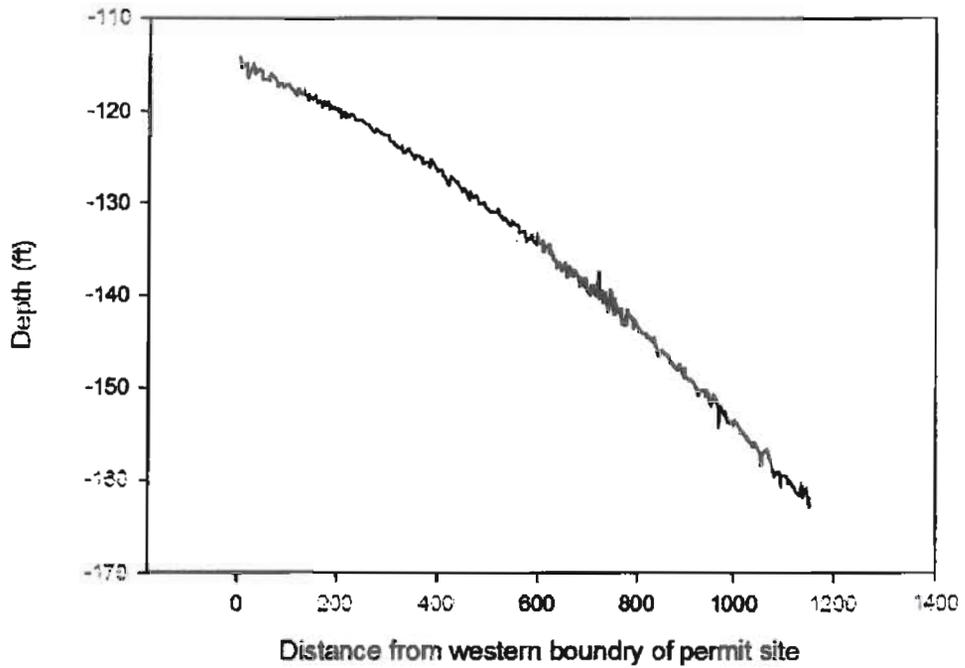
Broward County, Florida, Proposed Artificial Reef Site Depth Transect Locations



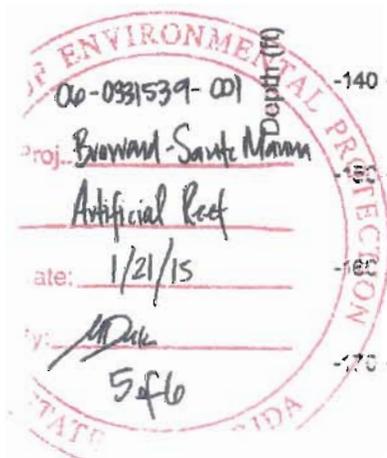
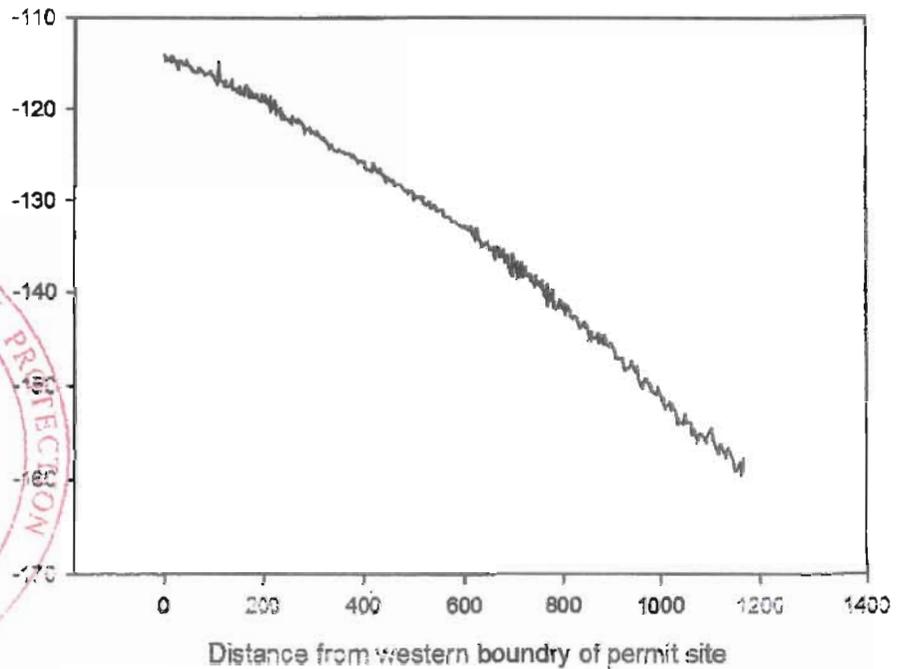
DEPARTMENT OF ENVIRONMENTAL PROTECTION
06-0991539-001
Proj. Broward-Santa Marina
Artificial Reef
Date: 1/21/15
[Signature]
4 of 6
STATE OF FLORIDA

Sante Manna Artificial Reef Site Depth Transects

North

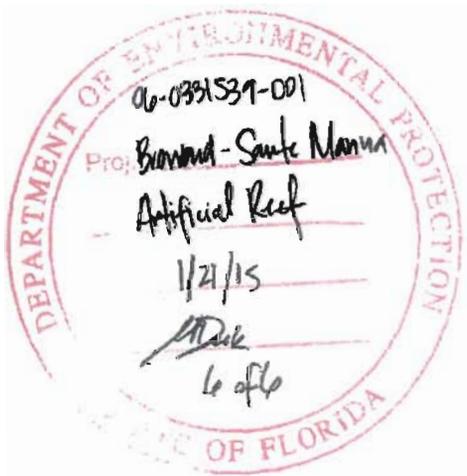
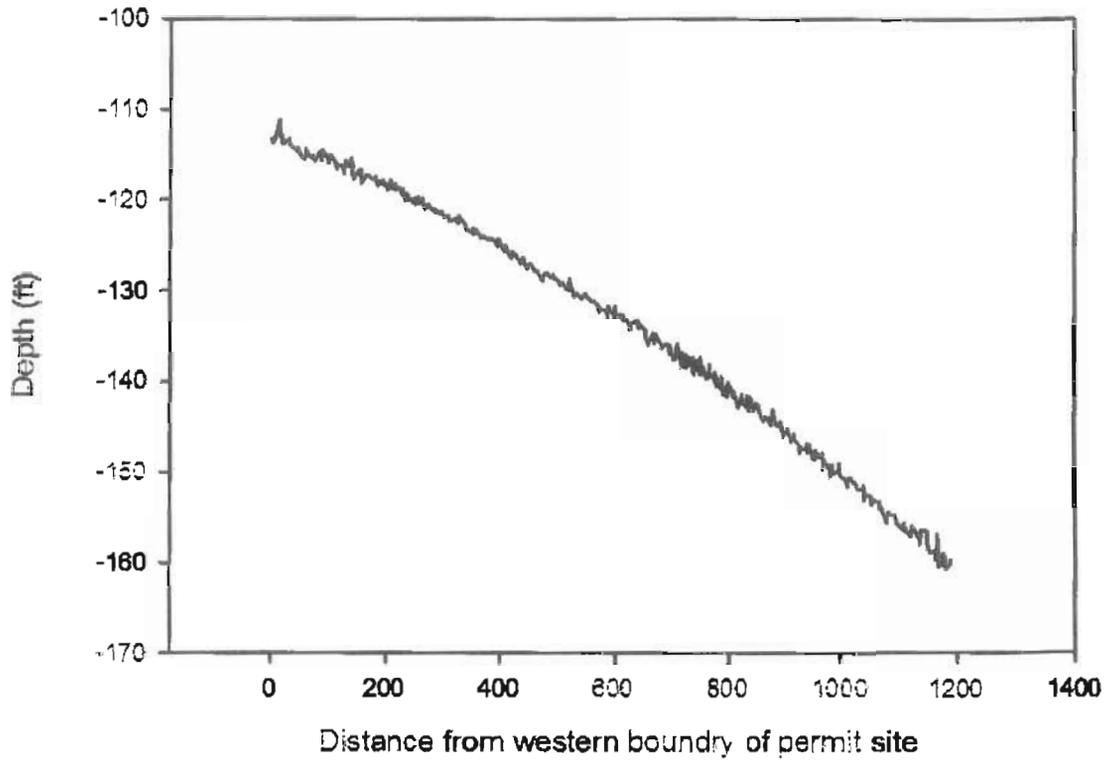


Central



Sante Manna Artificial Reef Site Depth Transects

South





DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
 4400 PGA BOULEVARD, SUITE 500
 PALM BEACH GARDENS, FL 33410

EXHIBIT

3

MAR 18 2013

REPLY TO
ATTENTION OF

Palm Beach Gardens Regulatory Office
 SAJ-1989-90804(MOD-LCK)
 Modification-2

Broward County Natural Resources
 Planning & Management Division
 Attn: Kenneth Banks
 1 North University Drive
 Plantation, FL 3324

Dear Mr. Banks:

The U.S. Army Corps of Engineers has completed the review and evaluation of your modification request received December 10, 2012 in which you asked to revise the plans authorized by Department of the Army permit number 1989-90804(MOD-LCK), for continued deposition of suitable artificial reef material at four authorized artificial reef sites identified in the table below. The permit was modified on October 26, 2009, to authorize the relocation of two existing reef modules previously deployed within permitted site C3 and to extend the expiration date to October 26, 2014. The project is located in the Atlantic Ocean at eight separate existing sites that range from near shore waters with depths of -12 feet Mean Low Water (MLW) to approximately 5,000 yards offshore with depths of -400 feet MLW and extends from just north of the Hillsboro Inlet south to Hallandale, Broward County, Florida.

Locations	Latitude	Longitude	Minimum clearance (ft) from the top of deployed material relative to MLW
Site A1 (Deerfield Beach Reef)	26.1918°	-80.0410°	35-feet
	26.1918°	-80.0219°	
	26.1766°	-80.0239°	
	26.1766°	-80.0420°	
Site A2 (Deerfield Beach Reef)	26.1918°	-80.0429°	6-feet
	26.1918°	-80.0410°	
	26.1766°	-80.0420°	
	26.1766°	-80.0449°	
Site B	26.0448°	-80.0391°	40-feet
	26.1442°	-80.0272°	
	26.1190°	-80.0288°	
	26.1200°	-80.0413°	
Site C1	26.1122°	-80.0427°	40-feet
	26.1117°	-80.0323°	
	26.0802°	-80.0363°	
	26.0802°	-80.0477°	
Site C2	26.1032°	-80.0509°	40-feet
	26.1023°	-80.0442°	
	26.0802°	-80.0477°	

	26.0732°	-80.0508°	
	26.0734°	-80.0543°	
Site C3	26.1040°	-80.0560°	7-feet
	26.1032°	-80.0509°	
	26.0734°	-80.0543°	
	26.0740°	-80.0590°	
Site E1	26.0066°	-80.0610°	40-feet
	26.0065°	-80.0424°	
	26.5800°	-80.0420°	
	26.5800°	-80.0610°	
Site E2	26.0066°	-80.0675°	6-feet
	26.0065°	-80.0610°	
	26.5800°	-80.0610°	
	26.5800°	-80.0688°	

The proposed modification is to extend the expiration date to complete your proposed project. This authorization is hereby extended for 2 year(s) from the date of the previous authorizations October 26, 2014. The modified expiration date is now October 26, 2016. The modification must be completed in accordance with the 5 enclosed construction drawings, and the revised and re-numbered special conditions, which are incorporated in, and made a part of the permit. These permit conditions replace and supersede the special conditions in the permit issued on November 28, 2007 and the subsequent modification issued on October 26, 2009.

Special Conditions:

1. All structures shall be constructed to be stable in a 20-year storm event verified by stability analysis.

2. **Reporting Addresses:** The Permittee shall reference this permit number, SAJ-1989-90804(IP-KLV), on all correspondence. Unless specifically notified to the contrary, the Permittee shall use the following addresses for transmitting correspondence to the referenced agencies:

(a) Jacksonville District Corps of "Engineers (Corps),
Regulatory Division, Enforcement Section,
4400 PGA Boulevard, Suite 500, Attn: Jose Rivera,
email CESAJ-ComplyDocs@usace.army.mil

(b) National Oceanic and Atmospheric Administration
(NOAA), Office of
Coast Survey, N/CS26, Sta. 7317
1315 East-West Highway
Silver Springs, MD, 20910-3282
Or email at: ocs.ndb@noaa.gov.

(c) Commander, U.S. Coast Guard (USCG)
Sector Miami
Attn: Captain Chris P. Scraba
100 MacArthur Causeway

Miami Beach, FL 33139

(d) Florida Fish and Wildlife Conservation Commission
(FWC), Artificial Reef Program,
620 S. Meridian Street, Box 4B2
Tallahassee, FL 32399.
Fax: 850-922-0463 email: Jon.Dodrill@myfwc.com,
bill.horn@myfwc.com,
and keith.miller@myfwc.com
artificialreefdeployments@MyFWC.com

3. Initial Agency Notification: The Permittee shall provide to the Corps, NOAA and USCG written notification of the planned deployment start date at least two weeks prior to the initial deployment on the authorized artificial reef site.

4. Reef Parameters: The Permittee shall deploy all reef materials within the site boundaries as defined on the enclosed permit drawings and as listed in the table above.

- Site A1 (page 1 of 5): A minimum clearance of 35-feet from the top of the deployed material relative to MLW shall be maintained.
- Site A2 (page 1 of 5): A minimum clearance of 6-feet from the top of the deployed material relative to MLW shall be maintained.
- Site B (page 2 of 5): A minimum clearance of 40-feet from the top of the deployed material relative to MLW shall be maintained.
- Site C1 and C2 (page 3 of 5): A minimum clearance of 40-feet from the top of the deployed material relative to MLW shall be maintained.
- Site C3 (page 3 of 5): A minimum clearance of 7-feet from the top of the deployed material relative to MLW shall be maintained.
- Site E1 (page 4 of 5): A minimum clearance of 40-feet from the top of the deployed material relative to MLW shall be maintained.
- Site E2 (page 4 of 5): A minimum clearance of 6-feet from the top of the deployed material relative to MLW shall be maintained.

5. Authorized Reef Materials: No reef materials or module will weigh less than 500 pounds. Reef materials shall be clean and free from asphalt, petroleum, other hydrocarbons and toxic residues, loose free floating material or other deleterious substances. All artificial reef materials and/or structures will be selected, designed, constructed and deployed to create, stable and durable marine habitat. The Permittee shall deploy only the following authorized reef materials:

(a). Prefabricated artificial reef modules composed of ferrous and/or aluminum-alloy metals ¼" or more in thickness, concrete, rock or a combination of these materials.

(b). Natural rock boulders and other pre-cast concrete material, such as, culverts, stormwater junction boxes, power poles, railroad ties, jersey barriers, or other similar concrete material.

(c). Clean steel and concrete bridge or large building demolition materials such as slabs or pilings with all steel reinforcement rods severed as close to the concrete surface as possible but

not to extend more than 6 inches to ensure the rod will not create a fishing tackle or diver ensnaring hazard.

(d). Heavy gauge ferrous & aluminum alloy metal material components or structures, ¼" or more in thickness, such as utility poles, antenna towers.

(e). Heavy gauge ferrous & aluminum alloy metal hulled vessels which equal or exceed 60 ft. hull length prepared and deployed in accordance with all applicable U. S. Coast Guard, U.S. Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, or other applicable state or federal agency regulations or policies. The vessel shall not be deployed until all necessary inspections and clearances have been obtained or waived and a stability analysis has been completed demonstrating that the vessel will be stable during a 50-year storm event based on vessel and deployment site characteristics. The permittee shall follow the National guidance regarding preparation of vessels for deployment as artificial reefs which are available at: <http://www.epa.gov/owow/oceans/habitat/artificialreefs/index.html>. The Permittee shall maintain a record of all inspections, clearances or waivers and provide to the Corps upon request.

6. Pre-Deployment Notification: No less than 14 days prior to deployment of material on an artificial reef, the Permittee shall transmit by electronic mail ("email") a complete and signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification*" form, provided in Attachment A of this permit, to the Corps and FWC to allow inspection of the proposed reef materials as deemed necessary by the agencies. Inspection is allowable at the staging area. By signing the Pre-Deployment Notification the Permittee certifies that all materials are free from asphalt, petroleum, other hydrocarbons and toxic residues. The Permittee shall not deploy material if notified by the Corps or FWC that the material is questionable. The material needs to be evaluated before it is released for deployment. Any material that is deemed unacceptable for reef material will be disposed in an approved upland disposal site.

Deployment of the material shall not occur until after the end of the 14-day inspection period. The Permittee shall ensure both a copy of the Corps permit and the signed "*Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification Form*" (Attachment A) are maintained aboard the deployment vessel at all times during loading, transit, and deployment.

7. Post-Deployment Placement Report/As-Built Drawing: No less than 30 days after deployment at the reef site, the Permittee shall transmit by email to the Corps, FWC, an NOAA a complete and signed "*Florida Artificial Reef Materials Placement Report and Post-Deployment Notification*" form (Attachment B) of this permit. Please note, the Corps requires the latitude and longitude to be accurate within 5 meters horizontal distance on the post-deployment report. Attach to the report, an as-built drawing that contains the approximate deployment configurations and the height of the material after placement. Depth shall be verified utilizing fathometer, depth sounder, or similar device accurate to within 1 meter. Also, include information on the condition of the material at the time of deployment. The report and drawing shall be limited to a few pages per deployment. Representative photographs and/or video, if available, are encouraged to be submitted.

8. Protection of Existing Resources:

The Permittee shall not deploy artificial reef materials until an assessment of the bottom conditions have been accomplished by diver, submersible video camera, fathometer,

depth/bottom sounder (e.g. "fish finder"), or side-scan sonar. The inspection of the deployment area may occur at the time of deployment, but no more than one year prior to deployment. The Permittee shall maintain a deployment buffer of at least 200 feet from any submerged beds of sea grasses, coral reefs, live bottom, areas supporting growth of sponges, sea fans, soft corals, and other sessile macroinvertebrates generally associated with rock outcrops, oyster reefs, scallop beds, clam beds, or areas where there are unique or unusual concentrations of bottom-dwelling marine organisms. If, during the inspection, evidence is observed of cultural/archaeological resources, such as sunken vessels, ballast, historic refuse piles, or careenage areas the Corps will be notified by the Permittee and the above referenced deployment buffer will be implemented. The Permittee shall maintain a record of the information gained during the inspection such that it can be provided upon request to the Corps.

9. Ownership/Maintenance/Liability: By signing this permit, the Permittee certifies and acknowledges ownership of all artificial reef materials deployed on the reef, accepts responsibility for maintenance of the artificial reef, and possesses the ability to assume liability for all damages that may arise with respect to the artificial reef.

10. Marine Life Entrapment: Neither reef structure nor material or the method of design or deployment should pose more than minimal risk of entrapping fish, marine turtles, or marine mammals. The Permittee shall take all necessary action to minimize this risk. Any observation of entrapped marine turtles or marine mammals on this artificial reef site should be reported immediately to the Corps and FWC.

11. Sea Turtle and Smalltooth Sawfish Conditions: The Permittee shall comply with National Marine Fisheries Service's "Sea Turtle and Smalltooth Sawfish Construction Conditions" dated March 23, 2006 (Attachment C).

12. Manatee Protection: The Permittee shall ensure that wharf fenders are installed to reduce the risk of a vessel crushing a manatee. The wharf fenders shall be installed with appropriate materials to provide sufficient standoff space of at least 3 feet under compression. Fenders or buoys providing a minimum standoff space of at least 3 feet under compression shall be utilized between two vessels that are moored together.

13. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work" provided in this permit (Attachment D)

14. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

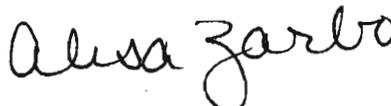
15. Protected Species Guidance: The Permittee shall comply with the "Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting" guidance for marine turtles and marine mammals (Attachment E).

The impact of your proposal on navigation and the environment has been reviewed and found to be insignificant. The permit is hereby modified in accordance with your request. You should attach this letter to the permit. All other conditions of the permit remain in full force and effect.

If you have any questions concerning permit modification, please contact the project manager Ms. Linda C. Knoeck at the letterhead address, by telephone at 561-472-3527 or by electronic mail at Linda.C.Knoeck@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit <http://per2.nwp.usace.army.mil/survey.html> and complete our automated Customer Service Survey. Your input is appreciated – favorable or otherwise. Please be aware this web address is case sensitive and should be entered as it appears above.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:


607 Alan M. Dodd
Colonel, U.S. Army
District Commander

Enclosures:

1. Drawings (5 pages)
2. Florida Artificial Reef Materials Cargo Manifest and Pre-Deployment Notification form (Attachment A).
3. Florida Artificial Reef Materials Placement Report and Post-Deployment Notification form (Attachment B).
4. Sea Turtle and Smalltooth Sawfish Construction Conditions (Attachment C).
5. Manatee Construction Conditions (Attachment D)
6. Vessel Strike Avoidance Measures and Injured or Dead Protected Species Reporting guidance for marine turtles and marine mammals (Attachment E)

Copies Furnished:

NOAA Office of Coast Survey (ocs.ndb@noaa.gov)
CESAJ-RD-PE



EXHIBIT
4

Artificial Reefs International
2627 Staples Avenue, Suite B
Key West, FL 33040-3924
(305) 797-7077

January 22, 2015

Greg Harrison
Assistant City Manager
City of Pompano, FL

Dear Greg,

Artificial Reefs International, LLC (ARI) is pleased to present this concept document to you and the Pompano Beach Shipwreck Park (PBSP) outlining some of our history and describing what we will together accomplish with the sinking of the Santé Manna as an artificial reef off Pompano Beach, FL. We have had a number of enthusiastic conversations about what is possible with this effort. I want to make sure that all party's expectations are clearly articulated, understood, met and if possible, surpassed to enjoy as successful a project as is possible.

While sinking ships as artificial reefs is not a new idea, the concept for the PBSP is. Project organizers of the PBSP have met with leadership of ARI in an effort to maximize the media impact and the tourism revenue from the project for the City of Pompano, Broward County, and local businesses. The ship to be deployed as an artificial reef is the Santé Manna, a 320' coastal freighter of a type not uncommonly used as artificial reefs, especially in southeast Florida. The concerted effort to maximize the economic impact of the PBSP will be undertaken by ARI in concert with local and regional marketing professionals. The discussed sink date for this project is to be in late May or June of 2015.

ARI has demonstrated expertise in working with its clients to market artificial reefs. ARI has presented clear rationale and economic justification for an artificial reef project to business leaders in the City of Pompano and Broward County. ARI also presented a series of ideas to the PBSP leadership outlining ways that the PBSP could both set itself apart from other artificial reef projects as well as attract the sponsors and media attention necessary to make the project a success. ARI presented the idea of a "Casino Ship" to the PBSP leadership among whom was Rob Wyre, General Manger of the Isles Casino in Pompano. On being presented with this idea Mr. Wyre agreed to sponsor the project with \$312,500, representing approximately half of the total project funding.

The Casino Ship idea as presented to the PBSP leadership entails:

- A live sinking event produced by the ARI Team and delivered real time to Isles Casino to be made available by Isles Casino worldwide for betting on the actual time it takes the ship to sink. This has never been attempted before. The ship is to be fitted with a camera or cameras to broadcast live video of the sinking ship.



Artificial Reefs International
2627 Staples Avenue, Suite B
Key West, FL 33040-3924
(305) 797-7077

- A set of casino gaming tables and chairs are to be fabricated, painted and welded to one of the hatch covers over the cargo bay of the Santé Manna. This will provide recreational scuba divers with the world's first underwater casino and a unique Pompano photo opportunity. Underwater gambling events and tournaments and promotions to fill hotel rooms in Pompano have also been discussed.
- The ship will also have some large custom signage to make her highly appealing and unique. This will be especially true on the day she is deployed, Sink Day.

ARI works with sponsors that have expressed interest in the PBSP. Among them are the Dive Equipment and Marketing Association, Coastal Conservation Association of Florida, Marine Trades Association of Florida, Wyland's Ocean Realm Magazine, Scuba Diving Magazine, Dive News Network and Pegasus Thruster to name a few. ARI has the key relationships to bring even more sponsors into the PBSP to enhance our success.

ARI enthusiastically looks forward to participating in this historic, valuable project, and being a part of its ultimate victory. I respectfully suggest a conference call to address and firm up on any outstanding issues. I am willing to discuss any questions and/or concerns that arise. It's clear that all parties have a basic understanding of each other's expectations and I personally look forward to signing a contract and getting started.

Respectfully,

A handwritten signature in blue ink that reads "Joe Weatherby".

Joe Weatherby
President
Artificial Reefs International

Exhibit 5

CONTRACTOR'S SCOPE OF WORK FOR TOPSIDE MODIFICATIONS

- Crane sufficient to lift five (5) tons;
- 2,500 square feet of upland space with vehicle access for temporary staging;
- Welders - up to 3 man days; and
- Approximately 40 hours of general labor for Topside Modifications

Exhibit 6

Items To Be Salvaged from the Santé Manna and Provided to the City of Pompano Beach

- All portholes;
- Binnacle;
- Compass;
- Telegraph;
- 3 hatches;
- Propeller; and
- Any other small items later agreed upon by both parties.

Meeting Date: 02/10/15

Agenda Item 15

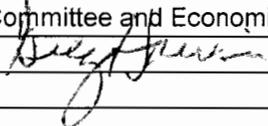
REQUESTED COMMISSION ACTION:

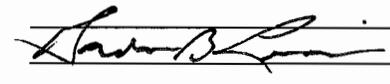
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Consideration of the creation of a foundation or other corporate entity to further develop, manage and market the Project, including, but not limited to, to raise and receive additional funding for the Project and to seek additional community, educational and/or other governmental partners to participate in, and benefit, the Project. The CITY agrees that the ISLE, at ISLE's sole discretion, shall have the right to appoint fifty percent (50%) of the directors or board members of any such foundation or corporate entity.

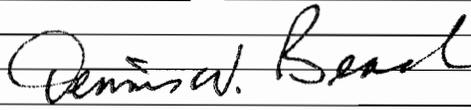
Summary of Purpose and Why:

Provide a tax exempt foundation for accepting contributions towards sustaining the artificial reef project known as the Pompano Beach Shipwreck Park. This foundation will enable citizens and businesses to make tax exempt donations for the long term viability of the shipwreck park.

- (1) Origin of request for this action: Pompano Beach Tourism Committee and Economic Development Council
- (2) Primary staff contact: Greg Harrison, Assistant City Manager  954 786-4601
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	<u>2/4/15</u>	<u>_____</u>	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____


 City Manager



ACTION TAKEN BY COMMISSION:

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

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 POMPANO ISLES – SECTION B PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

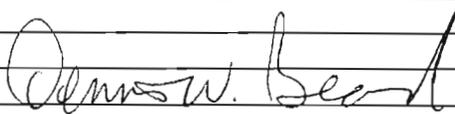
The property owner, PB1 Hotels, LLC, wishes to amend the plat note on the Pompano Isles – Section B plat (P.B. 31, Page 8) for the purpose of accommodating a 102 hotel development on the site. The existing note currently reads "All that tract of land on said Plat of Pompano Isles, Section "B" lying immediately West of said Lots 1 through 9, inclusive, of Block 9, described as "Parking," is restricted to parking." The proposed note is to read, "All that tract of land on said Plat of Pompano Isles, Section "B" lying immediately West of said Lots 1 through 9, inclusive, of Block 9, described as "Parking," is restricted to 102 hotel rooms." The site is currently being planned for a Hampton Inn hotel. Per the legal, the site contains 73,242 square feet, 1.6814 acres, more or less. Staff has no objections to the change.

- (1) Origin of request for this action: Jason Crush, Crush Law, P.A.
- (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.	1/15/2015	Approval	
City Attorney	1/20/2015		CAC #2015-456 

Advisory Board

X City Manager



ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop		
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, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE POMPANO ISLES - SECTION B 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 Pompano Isles – Section B 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

January 15, 2015

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 restrictive note on the Pompano Isles – Section B Plat recorded in PB 31, PG B.

Dear Ms. Knight:

Per your request, the City of Pompano Beach has no objection to amending the restrictive note pertaining to the above noted plat. The change to the note is, as follows:

From: All that tract of land on said plat of Pompano Isles, Section “B” lying immediately west of said lots 1 through 9, inclusive, of Block 9, described as “Parking,” is restricted to parking.

To: All that tract of land described on said plat of Pompano Isles, Section “B” lying immediately west of said lots 1 through 9, inclusive, of Block 9, described as “Parking,” is restricted to 102 hotel rooms.

Regards,

Christopher J. Clemens, AICP
Planner



VIA EMAIL

Paola West, Principle Planner
Urban Planning Department
City of Pompano Beach
100 W Atlantic Blvd.
Pompano Beach, FL 33060

November 21, 2014

Re: Property Located at 900 & 940 S Federal Highway in the City of Pompano Beach, Florida (the "Property")

Dear Ms. West:

With regard to the Property identified above, we would like to proceed with processing a Plat Note Amendment through the County. We hereby request that the City begin the process to review and consent to the proposed amendment.

You will recall that the Property is the subject of a pending site plan application for a hotel.

We have spoken with the County and the County attorney has approved the language below for the proposed amendment.

The current Note reads as follows:

All that tract of land on said Plat of Pompano Isles, Section "B" lying immediately West of said Lots 1 through 9, inclusive, of Block 9, described as "Parking," is restricted to parking.

The proposed Note would be as follows:

All that tract of land described on said Plat of Pompano Isles, Section "B" lying immediately West of said Lots 1 through 9, inclusive, of Block 9, described as "Parking," is restricted to 102 hotel rooms.

Please find the Plat attached hereto for your reference.

Please let us know if you require further information or documentation from us to proceed.

Thank you,

Very truly yours,

Jason Crush
For the Firm

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER
AERIAL MAP



NTS

5

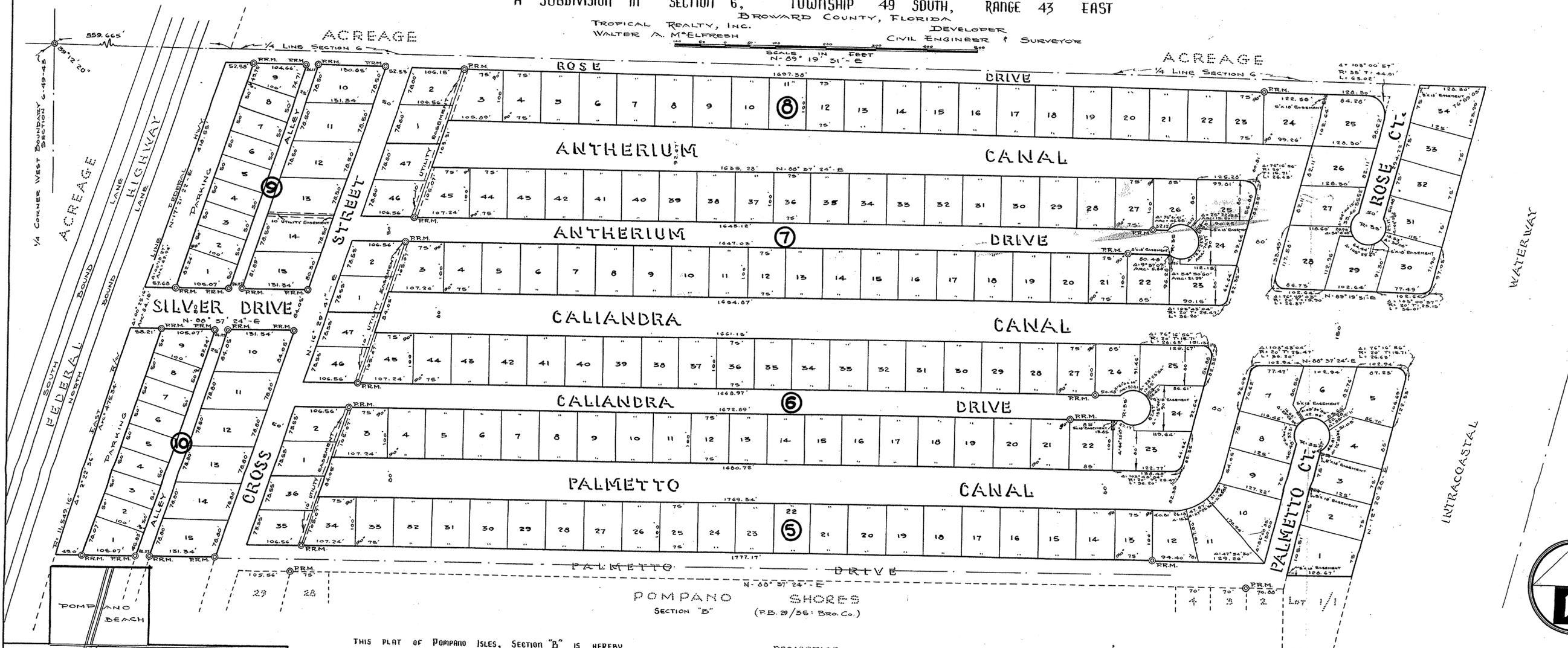
NORTH

POMPANO ISLES - SECTION B

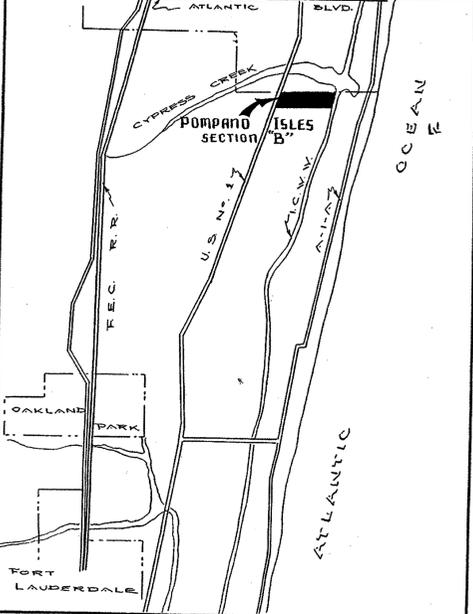
A SUBDIVISION IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST

TROPICAL REALTY, INC. DEVELOPER
WALTER A. McELFRESH CIVIL ENGINEER & SURVEYOR

SCALE IN FEET
N 89° 19' 51" E



#16



THIS PLAT OF POMPANO ISLES, SECTION "B" IS HEREBY APPROVED BY N. R. CORBISELLO AND ROSE CORBISELLO, HIS WIFE, HOLDER OF MORTGAGE DATED JULY 26, 1952, AND RECORDED IN MORTGAGE BOOK 405, PAGE 447 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

N.R. Corbisello M.R. CORBISELLO
Rose Corbisello ROSE CORBISELLO

DESCRIPTION

ALL OF THE NORTH THREE-QUARTERS (N 3/4) OF THE SOUTH-WEST ONE-QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP FORTY-NINE (49) SOUTH, RANGE FORTY-THREE (43) EAST, LYING EAST OF THE FEDERAL HIGHWAY, (U.S. HIGHWAY NO. 1) RIGHT OF WAY, AND ALL OF THE NORTH THREE-QUARTERS (N 3/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, LYING WEST OF THE INTRACOASTAL WATERWAY RIGHT OF WAY, LESS THE SOUTH 901.5 FEET OF ALL OF SAID PARCEL OF LAND; SAID LAND SITUATES, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

DEDICATION

STATE OF FLORIDA SS.
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: TROPICAL REALTY, INC., A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, THE OWNERS OF THE LANDS SHOWN AND INCLUDED ON THIS PLAT HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON, SAID SUBDIVISION TO BE KNOWN AS "POMPANO ISLES, SECTION B."

TROPICAL REALTY, INC., HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC, THE STREETS, DRIVES, BOULEVARDS, ALLEYS, CANALS AND ROADS, AND/OR PORTIONS THEREOF SHOWN HEREON.

IN WITNESS WHEREOF TROPICAL REALTY, INC., A CORPORATION, HAS CAUSED THIS INSTRUMENT TO BE SIGNED IN ITS NAME BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED TO BY ITS SECRETARY THIS 2ND DAY OF FEBRUARY, A.D. 1953.

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

TROPICAL REALTY, INC.
Richard B. Wiggins PRESIDENT
Mary Beth Christie SECRETARY
Richard B. Wiggins
Mary Beth Christie

COUNTY ENGINEER'S CERTIFICATE

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

W.A. McElfresh
COUNTY ENGINEER

ACKNOWLEDGEMENT

STATE OF FLORIDA SS.
COUNTY OF BROWARD

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, WILLIAM E. SCHLUSEMEYER AND ADELE R. SCHLUSEMEYER AS PRESIDENT AND SECRETARY RESPECTIVELY, OF TROPICAL REALTY, INC., A CORPORATION AND THEY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE FOREGOING PLAT OF "POMPANO ISLES, SECTION B" AS SUCH OFFICERS, IN THE NAME OF SAID CORPORATION, BEING DULY AUTHORIZED BY SAID CORPORATION SO TO EXECUTE SAID DEDICATION, AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION FOR PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL AT FORT LAUDERDALE, FLORIDA, BROWARD COUNTY, FLORIDA, THIS 2ND DAY OF FEBRUARY, A.D. 1953.

W.A. McElfresh
NOTARY PUBLIC
MY COMMISSION EXPIRES Feb. 13, 1954

ENGINEER'S CERTIFICATE

STATE OF FLORIDA SS.
COUNTY OF BROWARD

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PLAT HEREON SHOWN IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS PLATTED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS INDICATED BY P. R. M.

Walter A. McElfresh
WALTER A. McELFRESH
REG. ENGINEER NO. 1650
REG. LAND SURVEYOR NO. 6818
STATE OF FLORIDA

CLERK'S CERTIFICATE

STATE OF FLORIDA SS.
COUNTY OF BROWARD

I HEREBY CERTIFY THAT THE ATTACHED PLAT COMPLIES WITH "AN ACT TO REGULATE THE MAKING OF SURVEYS AND FILING FOR RECORD OF MAPS AND PLATS IN THE STATE OF FLORIDA," APPROVED BY THE GOVERNOR THE ELEVENTH DAY OF JUNE, 1925.

THIS INSTRUMENT FILED FOR RECORD THIS 3RD DAY OF FEBRUARY, A.D. 1953, AND RECORDED IN BOOK 27 OF PLATS ON PAGE 8. RECORD VERIFIED.

Jed Cabot
JED CABOT
CLERK OF THE CIRCUIT COURT
BROWARD COUNTY, FLORIDA
BY: *Sorothy Adams*

I hereby certify this document to be a true, correct and complete copy of the original filed in my office. Dated this 20th day of February, 1953.

Walter A. McElfresh
County Administrator



Meeting Date: 2/10/2015

Agenda Item

17

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 POMPANO BEACH RESIDENCES PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, Fernbrook Florida, LLLP, wishes to amend the plat note on the Pompano Beach Residences plat (P.B. 176, Page 167) for the purpose of accommodating a high rise development on the site (at 730 N Ocean Blvd). The existing note currently reads "This plat is restricted to 50 high rise units on Parcel A and 9 townhouse units on Parcel B. The proposed note is to read, "This plat is restricted to 73 high rise units on Parcel A and 9 townhouse units on Parcel B." Per the plat, the site contains 70,695 square feet, 1.62 acres on Parcel A and 20,341 square feet, 0.47 acres on Parcel B. Staff has no objections to the change.

- (1) Origin of request for this action: Mike Vonder Meulen, Keith & Associates, Inc.
- (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

Dev. Serv. Dept.

City Attorney

DATE

1/15/2015

1/20/2015

DEPARTMENTAL
RECOMMENDATION

Approval

DEPARTMENTAL HEAD SIGNATURE

[Signature]

CAC #2015-457 *[Signature]*

Advisory Board

[Signature]

X City Manager

[Signature]

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 POMPANO BEACH RESIDENCES 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 Pompano Beach Residences 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

January 15, 2015

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 note amendment on the Pompano Beach Residences plat recorded in PB 176, PG 166.

Dear Ms.Knight:

The City of Pompano Beach has no objection to amending the restrictive note pertaining to the above noted plat. The change to the note is, as follows:

From: This plat is restricted to 50 high rise units on Parcel A and 9 townhouse units on Parcel B.

To: This plat is restricted to 73 high rise units on Parcel A and 9 townhouse units on Parcel B.

Regards,

Christopher J. Clemens, AICP
Planner

2015 JAN -7 AM 10:46

CITY OF POMPAÑO BEACH

January 7, 2015

Chris Clemens, AICP, City Planner
Planning and Zoning Department
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33351

RE: Findings of Adequacy and Plat Note Amendment – Letter of No Objection
“Pompano Beach Residences” Plat P.B. 176, P. 167
Location: 730 North Ocean Boulevard
K&A Project Number: 04039.06

Dear Mr. Clemens;

On behalf of Fernbrook Florida, LLLP (property owner), Keith & Associates, Inc., is requesting a letter of no objection as required by Broward County from the City of Pompano to extend the Findings of Adequacy which expired on June 27, 2011 and amend the note of the face of the plat.

From:

This plat is restricted to 50 High Rise Units on Parcel A and 9 Townhouse Units on Parcel B.

To:

This plat is restricted to 73 High Rise Units on Parcel A and 9 Townhouse Units on Parcel B.

Attached for your records is a copy of the plat and a check in the amount of \$350.00 for the application fee. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

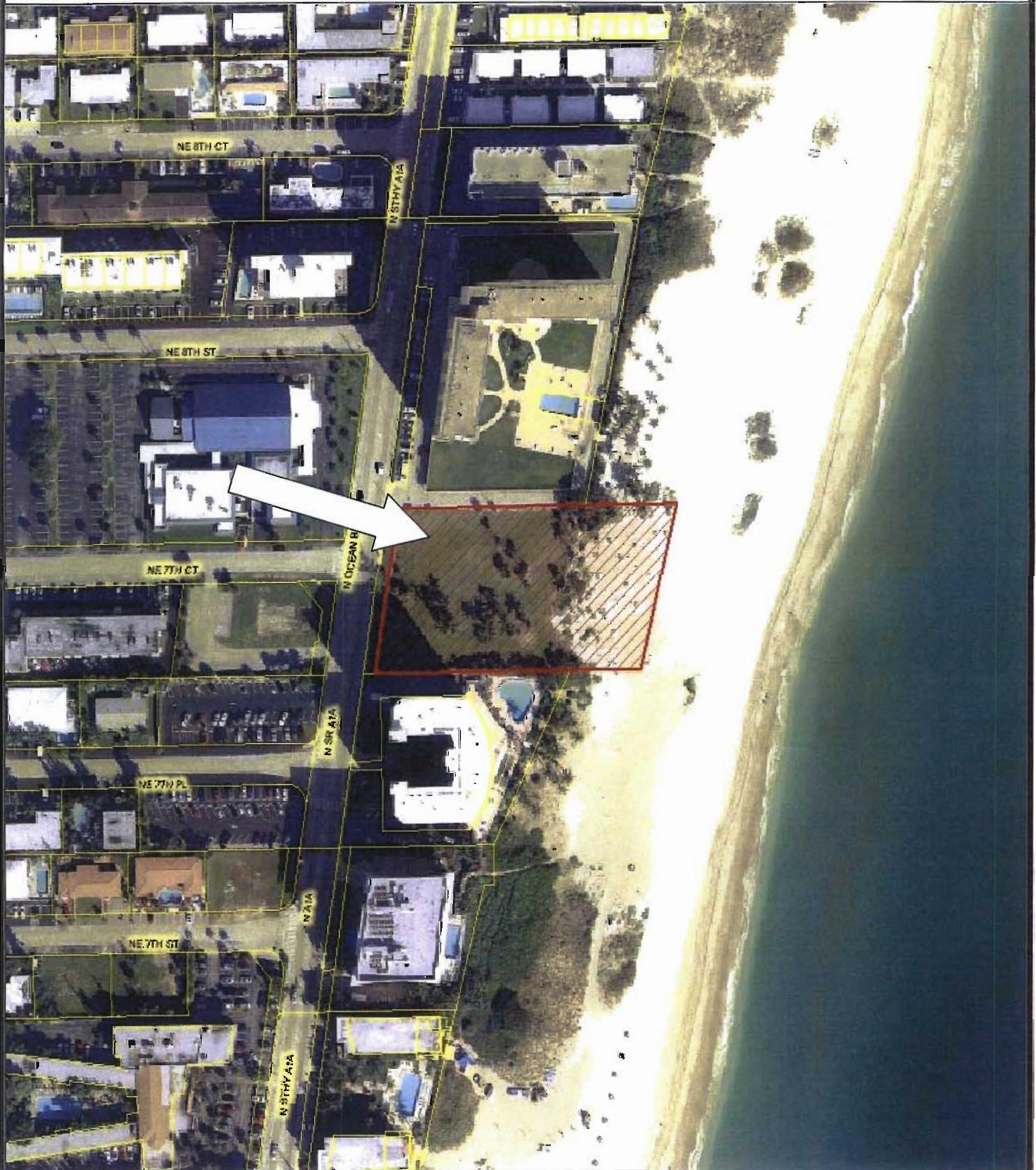


Mike Vonder Meulen, AICP
Keith & Associates, Inc.

Cc: Raphael Pecchio, Fernbrook Florida, LLLP
Joe Falso, First Building Corp of Florida

Attachment

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER
AERIAL MAP



"POMPANO BEACH RESIDENCES"

A PORTION OF GOVERNMENT LOT 1 OF SECTION 31,
TOWNSHIP 48 SOUTH, RANGE 43 EAST, CITY OF
POMPANO BEACH, BROWARD COUNTY, FLORIDA

Description:

The South 100 feet of the North 1,065 feet of Government Lot 1 in Section 31, Township 48 South, Range 43 East, lying East of State Road A-1-A.

Together with:
The East 200 feet of the South 114 feet of the North 1,065 feet of that part of Government Lot 1 in Section 31, Township 48 South, Range 43 East, lying West of State Road A-1-A.

Together with:
The North 100 feet of the South 200 feet of that portion of the North 1065 feet of Government Lot 1 of Section 31, Township 48 South, Range 43 East, lying East of State Road A-1-A.

Said land lying in the City of Pompano Beach, Broward County, Florida, and containing 96,534 square feet or 2.216 acres more or less.

Dedication:

State of Florida } KNOW ALL MEN BY THESE PRESENTS that
County of Broward } ss TW/Beach Residences-Pompano, a Florida
limited liability company, owner of the land
shown hereon, being in Section 31, Township 48 South, Range 43 East,
Broward County, Florida, shown hereon as "POMPANO BEACH RESIDENCES"
do hereby dedicate the following:

Parcel "X" and Parcel "Y", as shown hereon, is hereby dedicated to the public for roadway purposes.

Utility Easement (U.E.) as shown hereon is hereby dedicated to the public for the installation and maintenance of utilities. (Refer to the PLAT NOTES of Sheet 2 of 2 for limitations on the use of this easement by cable television providers)

IN WITNESS WHEREOF: We hereto set our hands and affix our seal this 7th day of July, 2005.

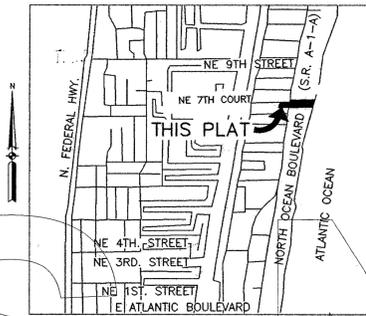
TW/Beach Residences-Pompano, a Florida limited liability company
By: Joseph P. Covelli
Print Name: Joseph P. Covelli, President
Managing member
Witness: Stephanie L. Pleasant
Print Name: Stephanie L. Pleasant
Witness: Alison D. France
Print Name: Alison D. France

IN WITNESS WHEREOF: We hereto set our hands and affix our seal this 3 day of August, 2005.

Lancaster Ltd., a Florida Limited Partnership
By: David A. Aldridge
Print Name: David A. Aldridge
Witness: David A. Aldridge
Print Name: David A. Aldridge
Sole general partner

IN WITNESS WHEREOF: We hereto set our hands and affix our seal this 11th day of August, 2005.

Lancaster Sea Castle Resort, Ltd., a Florida Limited Partnership
By: Deborah S. Rich
Print Name: Deborah S. Rich
Witness: Deborah S. Rich
Print Name: Deborah S. Rich
Sole general partner



Acknowledgment:

State of Florida } BEFORE ME personally appeared
County of Broward } ss Joseph P. Covelli, who is personally known
to me, and who executed the foregoing
instrument as President of Taylor Woodrow U.S. Tower, Inc.,
Managing Member and severally acknowledged to and before me that he
executed such instrument as such Managing member of said company,
and that the seal affixed to the foregoing instrument is the company
seal of said agency and that it is affixed to said instrument by due and
regular authority, and that said instrument is the free act and deed of
said company.

WITNESS my hand and official seal this 7th day of July, 2005.

My commission expires: 7-3-2007 Notary Public
Rita Jane Jacino
Print Name: Rita Jane Jacino
NOTARY PUBLIC-STATE OF FLORIDA
Rita Jane Jacino
Commission # DD376704
Expires: DEC. 20, 2008
Bonded thru Atlantic Bonding Co., Inc.

Acknowledgment:

State of Florida } BEFORE ME personally appeared
County of Broward } ss Theresa Granamir, who is personally known
to me, or has produced Florida Driver License
as identification, and who executed the foregoing instrument as Managing
Partner of Lancaster Sea Castle Resort, Ltd., a Florida Limited Partnership,
and severally acknowledged to and before me that he executed such
instrument as such Managing Partner of said Partnership and that the
seal affixed to the foregoing instrument is the seal of said Partnership
and that said instrument is the free act and deed of said Partnership.

WITNESS my hand and official seal this 3rd day of Aug, 2005.

My commission expires: 7-3-2007 Notary Public
Oliver Sanders
Print Name: Oliver Sanders

CITY OF POMPANO BEACH APPROVALS:

City Commission:

This is to certify that this plat has been APPROVED and ACCEPTED for recording by the CITY OF POMPANO BEACH, Florida, and by Resolution No. 2006-164 this 11th day of April, A.D., 2006.

The City agrees not to issue building permits for the construction, expansion, and / or conversion of a building within this plat until such time as the developer provides the City with written confirmation from Broward County that all applicable impact fees have been paid of are not due.

In WITNESS WHEREOF said City Commission

Attest: Mary L. Chambers By: John C. Rayson
City Clerk Mayor
Mary L. Chambers John C. Rayson

Planning and Zoning Board:

This is to certify that the PLANNING AND ZONING BOARD OF POMPANO BEACH, Florida has ACCEPTED and APPROVED this plat this 20th day of DECEMBER, A.D., 2006.

By: George Fiver
Planning and Zoning Board Chair
A. Stein GEORGE FIVER

Engineering Department:

This plat is hereby APPROVED for record this 20th day of APRIL, A.D., 2006.

By: Helen Gray
City Engineer
Helen Gray, P.E.
Florida Professional Engineer,
Registration No. 57837

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 27th day of JUNE, A.D., 2006.

Attest: Pamela D. Brangaccio County Administrator
By: John W. Way
Deputy Mayor-County Commission

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION

This instrument was filed for record this 1 day of MARCH, A.D., 2006 and recorded in PLAT BOOK 176 PAGE 166, Record verified.

Attest: Pamela D. Brangaccio County Administrator
Deputy Mary DeLo

BROWARD COUNTY AND REDEVELOPMENT DEPARTMENT URBAN PLANNING

This plat is hereby APPROVED and ACCEPTED for record.

By: Don R. Duff Date: 2-28-07
Director or Designee

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

This plat is hereby APPROVED and ACCEPTED for record.

By: Richard Tornese By: Robert P. Legg, Jr.
Director of Engineering Florida Professional Surveyor and Mapper
Florida Professional Engineer, Registration No. 40263 Registration No. 4030
Date: 2/27/07 Date: 2/27/07

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 of way this 15th day of December, A.D., 2005.

By: John C. Rayson Date: 01/22/06
Chairperson

This plat complies with the APPROVAL of the Broward County Planning Council on the above date and is hereby APPROVED and ACCEPTED for record this 28 day of FEBRUARY, A.D., 2006.

By: John C. Rayson Date: 2-28-07
Executive Director or Designee

SURVEYOR'S CERTIFICATE

I hereby certify that the attached plat is a true and correct representation of the lands recently surveyed, subdivided and platted under my responsible direction and supervision, that the survey data shown conforms to the applicable requirements of Chapter 177, Part 1, Florida Statutes, and with the applicable sections of Chapter 61G17-6, Florida Administrative Code. The Permanent Reference Monuments (P.R.M.'s) were set on April 27, 2005. The Bench marks shown are referenced to the National Geodetic Vertical Datum of 1929 in conformity with standards adopted by the National Ocean Survey for third order control standards.

Keith & Associates, Inc. Florida Department of Business and Professional Regulation Certificate of Authorization number LB 6860.

Date: 6/29/05 For the Firm By: Gregory Mire
Gregory Mire
Professional Surveyor and Mapper
Registration No. 4437
State of Florida

TW/BEACH RESIDENCES-POMPANO, LLC	NOTARY DEDICATION	SEA CASTLE RESORT, INC.	NOTARY DEDICATION	SEA CASTLE RESORT, INC.	NOTARY DEDICATION	CITY COMMISSION	COUNTY COMMISSION	COUNTY ENGINEER	COUNTY SURVEYOR	SURVEYOR

PREPARED BY:

KEITH ASSOCIATES, INC.
consulting engineers

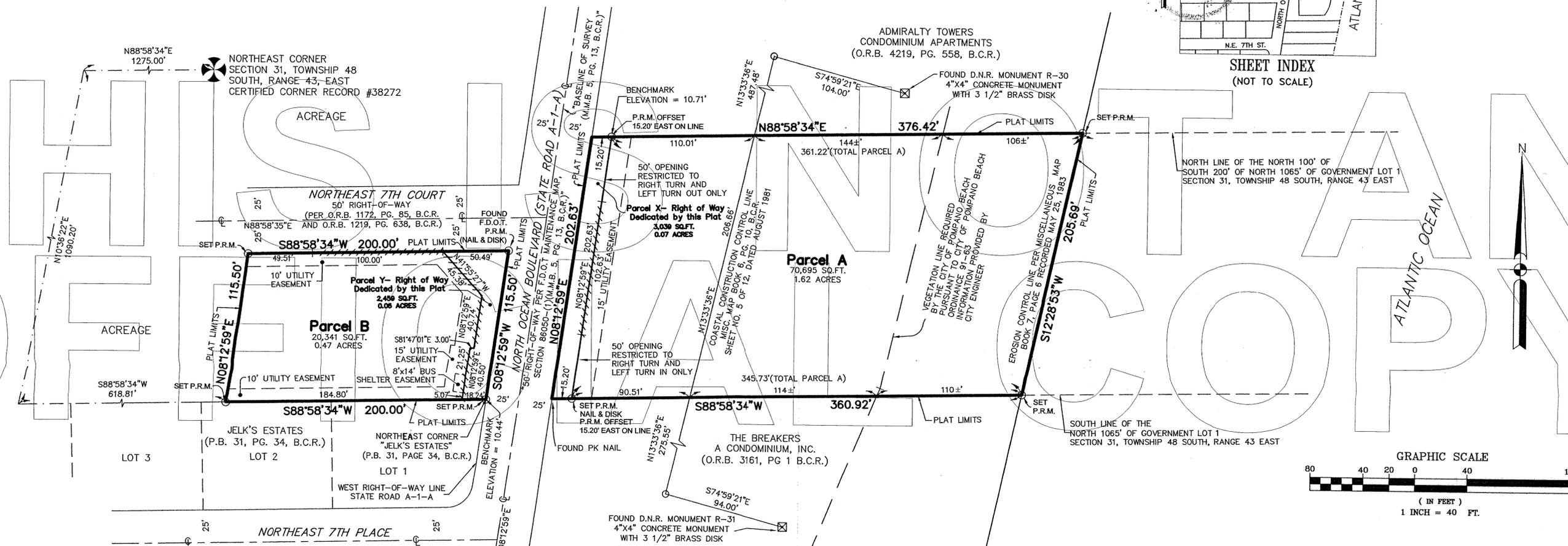
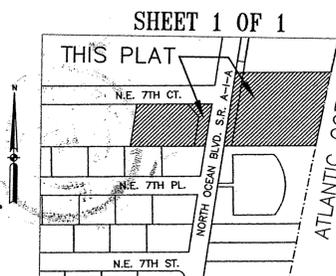
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954)788-3400 FAX(954)788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

"POMPANO BEACH RESIDENCES"

A PORTION OF GOVERNMENT LOT 1 OF SECTION 31,
TOWNSHIP 48 SOUTH, RANGE 43 EAST, CITY OF
POMPANO BEACH, BROWARD COUNTY, FLORIDA

CFN #106878855
Page 2 of 2

AREA TABULATION		
PARCEL	SQ.FT.	ACRES
PARCEL A	70,695	1.62
PARCEL B	20,341	0.47
PARCEL X	3,039	0.07
PARCEL Y	2,459	0.06
TOTAL	96,534	2.22



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT NOTES:

⊙ Indicates set Permanent Reference Monument (P.R.M.) 4"x4"x24" concrete monument with brass disk No. LB6860 (unless noted otherwise).

Bearings, shown hereon, are based on an assumed meridian on the Coastal Construction Setback Line between monuments R-31 and R-30 as described on Miscellaneous Map Book 6, page 10, Broward County Records = North 13°33'36" East.

Elevations, shown hereon, are based on National Geodesic Vertical Datum of 1929 and said elevations are based on benchmarks supplied by the Broward County Highway Construction and Engineering Division; Benchmark number 3863: Concrete marker in the vicinity of "Shore Crest Motel", 9.3 feet East Northeast of the Southeast corner of the North building, 1.6 feet West of the East edge of seawall and 30.6 feet South of it's Northeast corner, 3.3 feet East of the East edge of a small sidewalk between building and seawall. Has a standard Department of Natural Resources Brass disk and is flush with surface benchmarks found 9-26-2000, Note: Mark is behind ADD.#700. Elevation= 14.91'.

The following note is required by the Broward County Surveyor present to Chapter 177.091, subsection (28), Florida Statutes: Platted utility easements are also easements for the construction, installation, maintenance, and operation of cable television services; Provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This note does not apply to private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, Maintenance, and operation shall comply with the National Electric Safety Code, as adopted by the Florida Public Service Commission.

If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by June 27, 2011, which date is five (5) years from the date of approval of this plat by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or

If project water lines, sewer lines, drainage, and the rock base for internal roads are not installed by June 27, 2011, which date is five (5) years from the date of approval of this plat by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

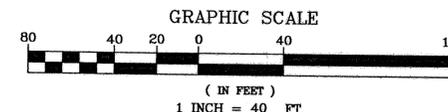
This plat is restricted to 50 High Rise Units on Parcel A and 9 Townhouse Units on Parcel B.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.

Any structure within this plat must comply with Section IV D. 1. f., Development Review requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.

LEGEND:

- P.B. PLAT BOOK
- O.R.B. OFFICIAL RECORD BOOK
- PG. PAGE
- B.C.R. BROWARD COUNTY RECORDS
- L.B. FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CERTIFICATE OF AUTHORIZATION LICENSED BUSINESS DESIGNATION
- ⊙ PERMANENT REFERENCE MONUMENT (PRM)
- SQ. FT. SQUARE FEET
- NGVD NATIONAL GEODETTIC VERTICAL DATUM OF 1929
- NON VEHICULAR ACCESS LINE
- D.N.R. DEPARTMENT OF NATURAL RESOURCES
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- M.M.B. MISCELLANEOUS MAP BOOK



PREPARED BY:

KEITH
consulting engineers

301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954)788-3400 FAX(954)788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

Meeting Date: February 10, 2015

Agenda Item 18

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE An ordinance of the City Commission 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 for the Fire Department (fiscal impact \$65,004.16 annually).

OR MOTION: _____

Summary of Purpose and Why:

This is a request for an ordinance allowing the fire department to enter into a three year contract with the Fire Rescue Medical Director, Michael Farrell, M.D. The current three year contract will expire on January 26, 2015. The State of Florida requires that all EMS providers have a credentialed physician to direct paramedic operations. Dr. Farrell has been Medical Director for Fire Rescue for nearly 24 years and the three year agreement has proven to simplify annual paperwork and Commission time. This agreement can be cancelled any time by either party with a 60 day notice.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: John Jurgle, Fire Chief 954 786-4510
- (3) Expiration of contract, if applicable: January 26, 2018
- (4) Fiscal impact and source of funding: \$65,004.16 to the Professional Services line item account in the EMS budget.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	<u>12/15/14</u>	<u>Approval</u>	<u>John Jurgle</u>
Budget	<u>12-18-14</u>	<u>Approval</u>	<u>S. Sibble</u>
Finance	<u>12/16/14</u>	<u>Approval</u>	<u>MEMO #2015-320</u>
City Attorney	<u>12/17/14</u>	<u>approved</u>	<u>James W. Beal</u>
Risk Manager	<u>1/21/15</u>		

[Signature]

City Manager

James W. Beal

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>1/27/15</u>	1st Reading _____	Results: _____	Results: _____
Approved			
2nd Reading <u>2/10/15</u>			



**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.



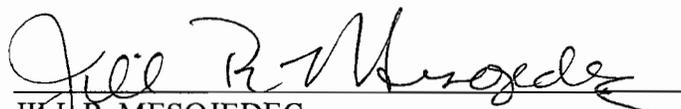
City Attorney's Communication #2015-320
December 10, 2014

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

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT 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 Farrell

By: *[Signature]*

Michael Farrell, M.D.

[Signature]

STATE OF FLORIDA
COUNTY OF BROWARD

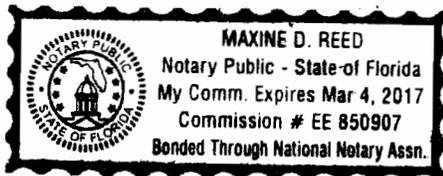
The foregoing instrument was acknowledged before me this 14 day of December, 2014, by Michael Farrell, M.D., who is personally known to me or who has produced _____ (type of identification) as identification.

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: February 10, 2015

Agenda Item

19

REQUESTED COMMISSION ACTION:

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

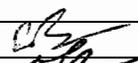
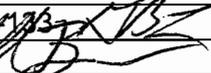
Staff is proposing text amendments to the Comprehensive Plan to address the state requirements for local governments to adopt updated Water Supply Facility Work Plans into their comprehensive plans within 18 months after the regional water supply plan is updated (Chapter 163, Part II, Florida Statutes).

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.

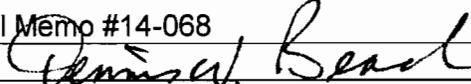
The Planning & Zoning unanimously recommended approval of these to the City's Comprehensive Plan. This is a companion item with the Ten Year Water Supply Plan also on this agenda.

- (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		10/13/14	Approval	Memo# 14-462 
City Attorney		10/28/14		CAG# 2015-173 
Utilities		1/14/15	Approval	

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	<u>1/27/2015</u>	1 st Reading	Results: _____
Approved			Results: _____
2 nd Reading	<u>2/10/2015</u>		_____



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.

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, ~~when possible~~ as soon as possible and as clearly as possible.

Policy 7: Minimize the interruption of potable water service to customers and ~~wasted~~ lost 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)~~~~five (5)~~ 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 (2007) 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
	<u>12.42</u> 16.23 million gallons per day in Current Demand
Broward County	
2A Plant	30.00 million gallons per day in Design Capacity
	<u>12.32</u> 13.33 million gallons per day in Current Demand
Broward County	
1A Plant	10.67 million gallons per day in Design Capacity
	<u>7.14</u> 8.00 million gallons per day in Current Demand

Note: All demand figures are for 2013~~07~~

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 Interlocal 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 Interlocal Agreement

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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).
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- Policy 5: Utility Department will evaluate the need to update Master Plan every 5 years.
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The existing water reuse facility will reduce consumption of potable water supplies for non potable water purposes, thereby conserving limited supplies of potable water.

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- 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.
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- Policy 6: Encourage hook-ups to water reuse distribution system, especially large users, to decrease potable water usage for irrigation.
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The City shall pursue alternative sources of raw water supply/treatment such as utilization of the Floridan 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.

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New Policy:

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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.~~

09.03.840 The City shall continue its water reuse program to combat saltwater intrusion.

09.03.944 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.

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, ~~when possible~~ as soon as possible and as clearly as possible.

Policy 7: Minimize the interruption of potable water service to customers and ~~wasted~~ lost 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) five (5)~~ 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 (2007) 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
	<u>12.42</u> 16.23 million gallons per day in Current Demand
Broward County	
2A Plant	30.00 million gallons per day in Design Capacity
	<u>12.32</u> 13.33 million gallons per day in Current Demand
Broward County	
1A Plant	10.67 million gallons per day in Design Capacity
	<u>7.14</u> 8.00 million gallons per day in Current Demand

Note: All demand figures are for 201307

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 Interlocal 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.

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- 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.

01.06.910 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: February 10, 2015

Agenda Item 20

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
Engineering	<u>12/22/14</u>	APPROVE	<u>Alessandra Delfico</u>
Public Works	<u>12/23/14</u>	APPROVE	<u>Robert McCaughan</u>
City Attorney	<u>12/23/14</u>	<u>[Signature]</u>	

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]
[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>1/27/2015</u> Approved	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>2/10/2015</u>	_____	_____	_____
_____	_____	_____	_____



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:

Meeting Date: February 10, 2015

Agenda Item

21

REQUESTED COMMISSION ACTION:

<u> </u>	<input checked="" type="checkbox"/>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Consent		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
<u>Parks & Recreation</u>	<u>1-15-15</u>	<u>Approve</u>	<u>[Signature]</u>
<u>City Attorney</u>	<u>2/10/15</u>	<u>_____</u>	<u>[Signature]</u>
_____	_____	_____	_____
_____	_____	_____	_____

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading <u>1/27/15</u>	1 st Reading _____	Results: _____
Approved		Results: _____
2 nd Reading <u>2/10/15</u>	_____	_____
_____	_____	_____
_____	_____	_____



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: February 10, 2015

Agenda Item 22

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FURTHER COMPETITIVE BIDS FOR PROCUREMENT OF CONSTRUCTION SERVICES FOR INSTALLATION OF FIRE SUPPRESSION SYSTEMS BY SHIFF CONSTRUCTION DEVELOPMENT, INC.; APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (FISCAL IMPACT \$227,019.63).



Accomplishing this item supports achieving objective 1.3.7. "Replace Police Fire Alarm System" identified with Goal 1.0 "A Safe Community, under the City's: Quality and Affordable Services Strategy"

SUMMARY OF PURPOSE AND WHY:

Currently, the 1st floor at the Public Safety Complex does not have a sprinkler system and therefore does not meet the current fire code. While the 2nd floor does have a sprinkler system, it needs to have additional sprinklers installed to replace the Halon System which is proposed to be removed since it is unable to be certified and does not meet governing codes. The work being proposed at this building must be performed to meet life safety requirements.

The proposed scope of work will include demolishing and installing new Ansul Sapphire System on the 2nd floor, installing new fire sprinkler system on ground floor, and installing new heads on the second floor.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Robert McCaughan/Tammy Good Ext 4506/5512
- (3) Expiration of contract, if applicable: March 20, 2016
- (4) Fiscal impact and source of funding: 07-930, budget adjustment attached , \$227,019.63

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>1/30/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>1/30/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
City Attorney	<u>01/12/15</u>	<u>APPROVE</u>	<u>Memo #2015-442 / Helen Brown</u>
Finance	<u>2/3/15</u>	<u>APPROVE</u>	<u>S. Scibile</u>
Budget	<u>2/3/15</u>	<u>APPROVE</u>	<u>S. Scibile</u>

 Advisory Board
 Development Services Director
 X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-442
January 12, 2015

TO: Tammy Good, P.M.P., Civil Engineer II
FROM: Gordon B. Linn, City Attorney
RE: Ordinance Waiving Further Competitive Bids – Public Safety Complex

As requested in your memorandum of January 9, 2015, Engineering Department Memorandum No. 15-54, I have prepared and attached the following form of Ordinance:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FURTHER COMPETITIVE BIDS FOR PROCUREMENT OF CONSTRUCTION SERVICES FOR INSTALLATION OF FIRE SUPPRESSION SYSTEMS BY SHIFF CONSTRUCTION DEVELOPMENT, INC.; APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC.; 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/engr/2015-442

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, WAIVING FURTHER COMPETITIVE BIDS FOR PROCUREMENT OF CONSTRUCTION SERVICES FOR INSTALLATION OF FIRE SUPPRESSION SYSTEMS BY SHIFF CONSTRUCTION DEVELOPMENT, INC.; APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city has a need of a contractor to install fire suppression systems at the Public Safety Complex; and

WHEREAS, the city has advertised competitive bidding twice and did not receive any response bid; and

WHEREAS, Shiff Construction & Development, Inc. was awarded a contract with the National Joint Powers Alliance as low bidder for applicable unit costs.

WHEREAS, waiving further competitive bids in this matter will be in the public interest; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City of Pompano Beach hereby waives further competitive bids for the procurement of construction of fire suppression systems at the Public Safety Complex.

SECTION 2. That an Agreement between the City of Pompano Beach and Shiff Construction & Development, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 3. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Shiff Construction & Development, Inc.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/12/15
L:ord\2015-165



Phone: (954) 786-4061

**City of Pompano Beach
Engineering Department**

Fax: (954) 786-4028

MEMORANDUM NO. 15-54

DATE: January 9, 2015
TO: Gordon B. Linn, Esq., City Attorney
FROM: Tammy Good, P.M.P., Civil Engineer II 
SUBJECT: Request Ordinance – Shiff Construction and Development, Inc.
Install new fire sprinkler system at the Public Safety Complex

Background:

Currently the 1st floor does not have a sprinkler system and therefore does not meet current code. While the 2nd floor does have a sprinkler system, it needs to have additional sprinklers installed to augment the Halon System which is proposed to be removed. The Halon System currently installed in portions of the 2nd floor is unable to be certified and therefore doesn't meet governing codes. The work being proposed at this building must be performed to meet life safety requirements.

The proposed scope of work will include but not be limited to demolishing and installing new Ansul Sapphire System on the 2nd floor, installing new fire sprinkler system on ground floor, and installing new heads on the second floor.

Recommendation:

The City would like to utilize the National Joint Powers Alliance Contract (NJPA) with Shiff Construction and Development, Inc., in order to procure these services. This project was advertised for competitive bidding twice and received zero bids each time. Shiff Construction has been used on previous projects and performed very well.

Attached please find the Agreement between City of Pompano Beach and Shiff Construction and Development, Inc., which includes:

- Exhibit A: Contract between NJPA and Shiff Construction and Development, Inc.
- Exhibit B: Detailed Scope of Work
- Exhibit C: Contractor's Price proposal Summary
- Exhibit D: Contractor's Price proposal Detail
- Exhibit E: Insurance

Please prepare the Resolution for Commission consideration of the attached Agreement in the amount of **\$227,019.63**.

Thank you

AGREEMENT TO Install New Ansul Sapphire System, and Fire Sprinkler System at the Public Safety Complex

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 to demo and install a new Ansul Sapphire System on the 2nd floor, install a new fire sprinkler system on the ground floor, and new heads on the second floor at the Public Safety Complex dated _____, by and between the City of Pompano Beach (hereinafter called CITY) and Shiff Construction and Development, Inc., 3201 N. Federal Highway, Ft. Lauderdale, FL 33306 (hereinafter called CONTRACTOR).

WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

1. WORK TO BE PERFORMED

CONTRACTOR will demo and install (4) new separate Ansul Sapphire Systems, all existing detection and control systems will be removed, install an entirely new fire sprinkler system on the ground floor, and new heads on the second floor at the Public Safety Complex to meet current ADA, and NFPA codes.

This Agreement references the terms, conditions, prices and specifications of the National Joint Powers Alliance (NJPA) Contract and the CONTRACTOR attached hereto as **(Exhibit A)**.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

“National Joint Powers Alliance” (NJPA) Contract, EZIQC FL 06-022912-SCD

in strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the NJPA Contract shall apply.

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will demo and install a new Ansul Sapphire System on the 2nd floor, install a new fire sprinkler system on the ground floor, and new heads on the second floor at the Public Safety Complex as proposed in the detailed scope attached as **(Exhibit B)** and as specified in the NJPA Agreement.
- B. All other required work whether implied or incidental to the proper completion of the project.

3. CONTRACT DOCUMENTS

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the NJPA Contract shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **(Exhibit E)**.

4. CONTRACT TIME

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 180-calendar days.

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$227,019.63** as indicated in the Price Proposal Summary **(EXHIBIT C)** for the proposed work which was based off actual measured quantities and unit pricing in the NJPA Contract more specific in Price Proposal Detail, **(EXHIBIT D)**. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the NJPA Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

"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

"CORPORATION":

Shiff Construction & Development, Inc.

By: [Signature]
Signature

JUSTIN D. SHIFF

Typed, Stamped or Printed Name

PRESIDENT

Title

Witnesses:

[Signature]

Graham Egleson

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 15th day of January, 2015 by Justin Shiff, as President, of Shiff Construction & Development, Inc. on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

NOTARY'S SEAL:
NOTARY PUBLIC-STATE OF FLORIDA
Edilya N. Stanley
Commission # EE123026
Expires: AUG. 23, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

Edilya N. Stanley

(Name of Acknowledger Typed, Printed or Stamped)

EE123026

Commission Number

Exhibit A

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents



National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL06-022912-SCD

GEOGRAPHIC REGION SOUTHERN FL Contract 2

This Agreement dated 3039023, by and between the National Joint Powers Alliance,

hereinafter referred to as NJPA and SHIFF Construction & Development, Inc. at the following address 3201 N. Federal Highway, Ft. Lauderdale, FL 33306

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposal Packages, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQCC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to invoice@ezIQCC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Region set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Region at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of the State.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog® for the unit price appearing therein multiplied by the Adjustment Factors attached at the end of this Agreement:

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one-year options. The total term of the Contract shall not exceed four years. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. The Contractor shall be provided access to a Indefinite Quantity Construction Contracting management system licensed to NJPA by eziQC, LLC. The system includes PROGEN®, an Indefinite Quantity Construction Contracting management tool that expedites the ordering and execution of work. The Contractor shall use PROGEN® to prepare and submit Price Proposals, subcontractor lists, and other requirements as determined by NJPA or an NJPA Member. The system also contains an electronic version of the Construction Task Catalog® for the Contractor's use in preparing Price Proposals. Use, in whole or in part, of PROGEN®, the Construction Task Catalog®, or any other Proprietary Information provided under the eziQC System License specified below for any purpose other than to order and execute work under this Agreement for NJPA or an NJPA Member is strictly prohibited unless otherwise stated in writing by eziQC, LLC. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

eziQC, LLC through its agreement with NJPA, grants to Contractor, and Contractor hereby accepts from eziQC, LLC for the term of this Agreement, a non-exclusive right, privilege, and license to utilize eziQC, LLC's Indefinite Quantity Construction Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to NJPA or an NJPA Member under this Agreement. The Contractor hereby agrees that eziQC, LLC's Proprietary Information shall include, but is not limited to, the PROGEN® software and support documentation, Construction Task Catalog®, training materials, and other proprietary materials provided to the Contractor by eziQC, LLC or NJPA. Upon the expiration or termination of this Agreement, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to eziQC, LLC.

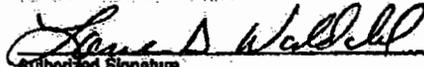
The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to eziQC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of eziQC, LLC. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of eziQC, LLC in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

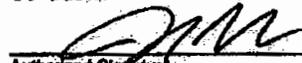
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance


Authorized Signature

Contractor


Authorized Signature

JUSTIN SIFF
Print Name

Contract Number: 7L00-022712-SCD (assigned by NJPA)

TO BE COMPLETED BY NJPA AFTER AWARD

- a. **Normal Working Hours:** Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1130

(Specify to four (4) decimal places)

- b. **Other Than Normal Working Hours:** Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1160

(Specify to four (4) decimal places)

- c. **Non Pre-priced Adjustment Factor:** To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1872

(Specify to four (4) decimal places)

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT
made by and between

Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33306

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, Minnesota 56479
Phone: 218 894-1930 / 888 894-1930

Whereas: "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #FL06-022912-SCD" with an effective date of March 20, 2012, a maturity date of March 20, 2016, and which are subject to annual renewals at the option of both parties.

MODIFICATION: SECOND RENEWAL OPTION PERIOD

Section 7.1 of Book 1 Section One reads:

- A A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) 20-City Index published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Solicitation issuance date for this contract.

ENR Construction Cost Index for 20 City Average

Base Year		
	Date	Index
1	January 2011	8938.3
2	February 2011	8988.02
3	March 2011	9018.8
4	April 2011	9077.23
5	May 2011	9034.87
6	June 2011	9052.84
7	July 2011	9080.15
8	August 2011	9088.24
9	September 2011	9115.95
10	October 2011	9148.95
11	November 2011	9173.21
12	December 2011	9175.73

Base Average
9069.8242

Option Year		
	Date	Index
1	January 2013	9487.27
2	February 2013	9453.92
3	March 2013	9455.95
4	April 2013	9453.7
5	May 2013	9515.88
6	June 2013	9542.33
7	July 2013	9581.78
8	August 2013	9545.91
9	September 2013	9551.58
10	October 2013	9563.88
11	November 2013	9568.48
12	December 2013	9607.77

Option Average
9548.6617

Adjustment = Option Average / Base Average
1.0528 = 9548.6617 / 9069.8242

01/14/2014

ATTACHMENT 1

Price Adjustment: $\frac{\text{Second Year Index Average} = 9346.6617}{\text{Base Year Index Average} = 9069.8242} = 1.0526$

AWARD MULTIPLIER x PRICE ADJUSTMENT = OPTION MULTIPLIER

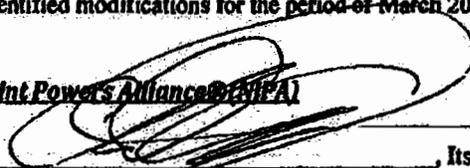
FL06-022912-SCD

Normal Hours	1.1130	1.0526	1.1715
Premium Hours	1.1660	1.0526	1.2273

Now therefore:

"Vendor" and "NIPA" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of March 20, 2014 through March 19, 2015.

National Joint Powers Alliance (NJPA)

By:  Its: Executive Director / CEO

Name printed or typed: Chad Couette

Date 1/20/14

Shiff Construction & Development, Inc. - # FL06-022912-SCD

By:  Its: President

Name printed or typed: JUSTIN SHIFF

Date 01/16/2014

If you do not want to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

01/14/2014

ATTACHMENT 1



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order **Modify an Existing Work Order**

Work Order Number.:	026980.00	Work Order Date:	
Work Order Title:	Pompano Beach Public Safety Complex - New Fire Protection		
Owner Name:	City of Pompano Beach	Contractor Name:	Shiff Construction & Development, Inc.
Contact:	Tammy Good	Contact:	Kurt Bennett
Phone:	(954) 786-4060	Phone:	

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:

Demo and Install new Ansul Sapphire System in 2nd Floor. Install new fire sprinkler system on ground floor. New heads on second floor.

Time of Performance	Estimated Start Date:	
	Estimated Completion Date:	
Liquidated Damages	Will apply:	<input type="checkbox"/>
	Will not apply:	<input checked="" type="checkbox"/>

Work Order Firm Fixed Price: \$227,019.63

Owner Purchase Order Number:

Approvals

_____	_____	_____	_____
Owner	Date	Contractor	Date

Exhibit B



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 28, 2014

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Brief Scope: Demo and Install new Ansul Sapphire System in 2nd Floor. Install new fire sprinkler system on ground floor. New heads on second floor.

Preliminary

Revised

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.

Fire Suppression (Clean Agent) • Furnish and Install four separate Ansul Sapphire systems. The ups room, the two small data rooms and the phone room. • The existing Halon systems will be removed and properly disposed. • All existing detection and controls will be removed. New Ansul Sapphire devices will be installed with new conduit and wire. • All new device location will conform to ADA laws and NFPA 2001 2012 edition. Fire Sprinklers • Install a fire sprinkler system in the existing building in accordance with FP drawings, listed below, and all applicable state and local codes. • Fire sprinklers to the same type as shown on FP drawings. • All fire sprinkler pipe and fittings to be as described on the FP drawings. Drawings prepared by Thompson and Youngross Engineering Consultants, LLC, dated 5-5-14 with revision to sheet FP-2.1 dated 10-3-14 • FP-0.1 - Fire Protection Notes, Details and Legend • FP-1.1 - Partial 1st Floor Plan - Fire Protection • FP-1.2 - Partial 1st Floor Plan - Fire Protection • FP-2.1 - 2nd Floor Plan - Fire Protection • FP-3.1 - Fire Protection Ansul Details

Contractor

Date

Owner

Date

Exhibit C

Contractor's Price Proposal - Summary

Date: December 28, 2014

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 026980.00
Owner PO #:
Title: Pompano Beach Public Safety Complex - New Fire Protection
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$227,019.63

Div 01 - Bond Fee	\$4,340.19
Div 09 - Acoustical Ceiling	\$18,878.98
Div 09 - Gypsum Ceiling	\$6,970.43
Div 21 - Fire Sprinkler	\$137,579.16
Div 21 - Fire Suppression	\$57,600.14
Div 26 - Electrical	\$1,650.73
Proposal Total	\$227,019.63

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Exhibit D

Contractor's Price Proposal - Detail

Date: December 28, 2014

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 026980.00
 Owner PO #:
 Title: Pompano Beach Public Safety Complex - New Fire Protection
 Contractor: Schiff Construction & Development, Inc.
 Proposal Value: \$227,019.63

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Div 01 - Bond Fee					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$4,340.19
				Quantity Unit Price Factor Total Installation 4,340.19 x 1.00 x 1.0000 = 4,340.19	
				Bond Fee (direct reimbursable with no mark up) on \$222,679.44. Calculated as \$25/1,000-1st \$100,000; \$15/1,000-2nd \$400,000; \$10/1,000- Next \$2MM;	
Subtotal for Div 01 - Bond Fee					\$4,340.19
Div 09 - Acoustical Ceiling					
2	09 51 13 00 0018		SF	2' x 2' x 3/4" Mineral Fiber Acoustical Ceiling Panels	\$990.21
				Quantity Unit Price Factor Total Installation 525.00 x 1.61 x 1.1715 = 990.21	
				Allowance to replace 5% of ceiling tile that may be damaged during removal and installation.	
3	09 51 13 00 0018	0097	MOD	For Individual Room Quantities < 495, AddFor use with projects > 500 SF	\$73.80
				Quantity Unit Price Factor Total Installation 525.00 x 0.12 x 1.1715 = 73.80	
4	09 51 13 00 0018		SF	2' x 2' x 3/4" Mineral Fiber Acoustical Ceiling Panels	\$7,838.60
				Quantity Unit Price Factor Total Installation 9,963.00 x 0.44 x 1.1715 = 5,135.53 Demolition 10,488.00 x 0.22 x 1.1715 = 2,703.07	
				Remove and re-install ceiling tiles to allow for main and branch sprinkler piping installation.	
5	09 51 13 00 0018	0096	MOD	For > 5000, Deduct	-\$1,050.45
				Quantity Unit Price Factor Total Installation 9,963.00 x -0.09 x 1.1715 = -1,050.45	
6	09 51 13 00 0018	0097	MOD	For Individual Room Quantities < 495, AddFor use with projects > 500 SF	\$1,400.60
				Quantity Unit Price Factor Total Installation 9,963.00 x 0.12 x 1.1715 = 1,400.60	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 09 - Acoustical Ceiling

7	09 53 23 00 0003	SF	T Bar Ceilings Suspension System 2' x 2', Standard 15/16"						\$8,969.88
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,735.00 x	1.86 x	1.1715	=	8,138.53		
		Demolition	3,735.00 x	0.19 x	1.1715	=	831.35		
		Remove 2,984 Sf. existing and install new ceiling grid to allow for main 3" sprinkler piping installation. Ceiling grid cannot be salvaged while being removed due to material being easily bent/deformed.							
		Branch piping will be installed with grid in place. Allowance for 10% of balance 7,504 Sf (10,488 Sf - 2984 Sf) should grid be damaged.							
8	09 53 23 00 0003 0133	MOD	For Individual Room Quantities < 495, AddFor use with projects > 500 SF						\$831.36
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,735.00 x	0.19 x	1.1715	=	831.35		
9	09 53 23 00 0003 0139	MOD	For > 2500 To 4000, Deduct						-\$175.02
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,735.00 x	-0.04 x	1.1715	=	-175.02		

Subtotal for Div 09 - Acoustical Ceiling

\$18,878.98

Div 09 - Gypsum Ceiling

10	02 41 19 16 0016	SF	Demo Drywall Ceiling						\$984.06
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,500.00 x	0.24 x	1.1715	=	984.06		
		Remove gypsum ceiling board to facilitate installation of fire sprinkler main and branch piping.							
11	09 29 00 00 0022	SF	5/8" Moisture Resistant Gypsum Board						\$3,854.24
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,500.00 x	0.94 x	1.1715	=	3,854.24		
		New gypsum ceiling board to be replaced after installation of fire sprinkler main and branch piping.							
12	09 29 00 00 0022 0045	MOD	For Horizontal Installation Up To 10' High, Add						\$656.04
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,500.00 x	0.16 x	1.1715	=	656.04		
13	09 29 00 00 0053	SF	Tape, Spackle And Finish Gypsum Board Ceilings Up To 10' High						\$1,476.09
			Quantity	Unit Price	Factor	=	Total		
		Installation	3,500.00 x	0.36 x	1.1715	=	1,476.09		

Subtotal for Div 09 - Gypsum Ceiling

\$6,970.43

Div 21 - Fire Sprinkler

14	01 22 20 00 0049	HR	Investigating Senior Engineer Or Speciality ConsultantFor special investigatory engineering requirements or other miscellaneous professional services.						\$2,635.88
			Quantity	Unit Price	Factor	=	Total		
		Installation	18.00 x	125.00 x	1.1715	=	2,635.88		
		Required to prepare signed and sealed fire sprinkler shop drawings for submission to building department.							
15	21 01 10 00 0004	LF	Bleed Existing Lines Of Water						\$358.48
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,700.00 x	0.18 x	1.1715	=	358.48		
		Bleed existing piping on 2nd floor.							
16	21 01 10 00 0005	LF	Refill Existing Lines With Water						\$1,469.06
			Quantity	Unit Price	Factor	=	Total		
		Installation	5,700.00 x	0.22 x	1.1715	=	1,469.06		
		Refill existing 1,700 and approximately 4,000 Lf of new piping.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00
 Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Sprinkler

17	21 12 29 00 0011	EA	Vane-Type Water Flow Switch For > 2-1/2" To 4" Pipe							\$1,096.38
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	311.96	1.1715		1,096.38		
18	21 12 29 00 0014	EA	Spare Sprinkler Head Box For 6 Heads							\$21.10
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	18.01	1.1715		21.10		
19	21 13 13 00 0014	EA	Upright Brass Sprinkler Heads							\$2,038.80
			Installation	Quantity	Unit Price	Factor	=	Total		
				61.00	28.53	1.1715		2,038.80		
20	21 13 13 00 0016	EA	Sidewall, Horizontal, Brass Sprinkler Heads							\$66.75
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	28.49	1.1715		66.75		
			Required for elevator shaft.							
21	21 13 13 00 0016 0001	MOD	For Chrome, Add							\$1.48
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	0.63	1.1715		1.48		
22	21 13 13 00 0019	EA	Heavy Duty Sprinkler Head Guard, 2 Piece							\$558.62
			Installation	Quantity	Unit Price	Factor	=	Total		
				28.00	17.03	1.1715		558.62		
			Required for Raven heads.							
23	21 13 13 00 0020	EA	Concealed Pendant Sprinkler Heads With Concealed Cover Plate							\$17,482.25
			Installation	Quantity	Unit Price	Factor	=	Total		
				312.00	47.83	1.1715		17,482.25		
			284 Concealed heads & 28 Raven heads.							
24	22 11 19 00 0238	EA	4" Flanged Double Check Valve Assembly With NRS Shut-offs (Watts 709 NRS series)							\$3,424.44
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	2,923.12	1.1715		3,424.44		
25	23 05 19 00 0036	EA	4.5" Diameter Dial Pressure Gauge Steel Case High Press 0-10 K PSI							\$1,055.51
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	300.33	1.1715		1,055.51		
			Supply pressure gauges required on each riser/zone.							
26	23 05 19 00 0045	EA	Thread-O-Let, 1/4" Steel							\$134.54
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	38.28	1.1715		134.54		
			Required to facilitate installation of Pete's plug.							
27	23 05 19 00 0050	EA	Pete's Plug (Valve Cock For Removable Pressure Gauge Or Thermometer) For Balancing Hydronic Systems							\$120.44
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	34.27	1.1715		120.44		
			Required for insertion of thermometer into supply piping.							
28	23 05 19 00 0077	EA	2" Threaded Sight Flow Indicator, Single Window, Bronze Body With ABS Plastic Impeller							\$738.05
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	210.00	1.1715		738.05		
			Required for inspector's test and drain assembly.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Sprinkler

29	23 05 23 00 0133	EA	2" 3-Way Ball Valve, Brass Body, Threaded, 125#, Regular Port						\$433.30	
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	123.29	x	1.1715	433.30		
			Required for inspector's test and drain assembly.							
30	23 05 23 00 0261	EA	1-1/2" Globe Valve, Bronze, Threaded Or Soldered, 125#						\$110.92	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	94.68	x	1.1715	110.92		
31	23 05 23 00 0274	EA	4" Globe Valve, Iron Body, Flanged, Outside Stem And Yoke, 125#						\$1,252.43	
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	356.36	x	1.1715	1,252.43		
			Required for auxiliary drains on each riser/zone.							
32	23 05 23 00 1027	EA	4" Butterfly Valve, Cast Iron, With Bronze Disc Gear Operated, 200 PSI						\$1,323.63	
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	376.62	x	1.1715	1,323.63		
			Required to control each riser/zone.							
33	23 05 29 00 0006	EA	1-1/2" Steel Clevis Hanger Type 1						\$2,982.92	
			Installation	Quantity	Unit Price	Factor	=	Total		
				292.00	8.72	x	1.1715	2,982.92		
			Required for 1-1/2" branch pipe approximately 12' O.C.							
34	23 05 29 00 0009	EA	3" Steel Clevis Hanger Type 1						\$884.53	
			Installation	Quantity	Unit Price	Factor	=	Total		
				66.00	11.44	x	1.1715	884.53		
			Required for 3" main pipe approximately 15' O.C.							
35	23 05 29 00 0354	LF	3/8" Diameter, Carbon Steel Threaded Rod						\$1,987.94	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1,074.00	1.58	x	1.1715	1,987.94		
			Approximately 3 Lf required for each 1-1/2" and 3" hanger assembly - (292) 1-1/2" & (66) 3"							
36	23 05 29 00 0370	EA	3/8", Carbon Steel Flat Washer						\$83.88	
			Installation	Quantity	Unit Price	Factor	=	Total		
				358.00	0.20	x	1.1715	83.88		
			(1) Required to connect threaded rod to clevis hanger - (292) hanger @ 1-1/2" branch pipe & (66) hangers @ 3" main pipe.							
37	23 05 29 00 0378	EA	3/8" - 16, Carbon Steel Hex Nut						\$104.85	
			Installation	Quantity	Unit Price	Factor	=	Total		
				358.00	0.25	x	1.1715	104.85		
			(1) Required to connect threaded rod to clevis hanger - (292) hanger @ 1-1/2" branch pipe & (66) hangers @ 3" main pipe.							
38	23 05 29 00 0465	EA	3/8" Rod Size, Up To 6" Flange Width, Top Mount I-Beam Clamp						\$4,881.78	
			Installation	Quantity	Unit Price	Factor	=	Total		
				358.00	11.64	x	1.1715	4,881.78		
			Required for (292) hanger @ 1-1/2" branch pipe & (66) hangers @ 3" main pipe.							
39	23 05 29 00 0541	EA	Pipe Cover Shield, < 3-1/2" Outside Diameter, 16 Gauge, Shield Type 40						\$4,340.76	
			Installation	Quantity	Unit Price	Factor	=	Total		
				358.00	10.35	x	1.1715	4,340.76		
			Required for (292) hanger @ 1-1/2" branch pipe & (66) hangers @ 3" main pipe.							
40	23 05 53 00 0007	EA	1-1/2" Outside Diameter Snap-On Plastic Marker						\$107.99	
			Installation	Quantity	Unit Price	Factor	=	Total		
				11.00	8.38	x	1.1715	107.99		
			NFPA miscellaneous signage required throughout sprinkler system.							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Sprinkler										
41	23 05 53 00 0012	EA	4" Outside Diameter Snap-On Plastic Marker							\$50.22
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	14.29	1.1715		50.22			
		NFPA miscellaneous signage required throughout sprinkler system.								
42	23 05 53 00 0041	EA	1-1/2" Diameter Identification Tag, Plastic							\$50.64
		Installation	Quantity	Unit Price	Factor	=	Total			
			11.00	3.93	1.1715		50.64			
		NFPA miscellaneous signage required throughout sprinkler system.								
43	23 05 93 00 0079	EA	Hydrostatic Test, 1000-2000 LF, 1/2" - 1-1/2" Diameter Pipe							\$1,087.89
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	928.63	1.1715		1,087.89			
		Required for approximately 1,700 Lf of existing piping on 2nd floor.								
44	23 05 93 00 0082	EA	Hydrostatic Test, 250-500 LF Of 2" - 4" Diameter Pipe							\$712.31
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	608.03	1.1715		712.31			
		Required for portion, approximately 260 Lf of underground service pipe to building.								
45	23 21 13 23 0021	LF	1-1/2" ASTM A-53 Pipe, Schedule 40, Threaded And Coupled							\$22,387.37
		Installation	Quantity	Unit Price	Factor	=	Total			
			3,500.00	5.46	1.1715		22,387.37			
46	23 21 13 23 0037	EA	1-1/2" 90 Degree Elbow, 150# Malleable Iron, Black							\$6,126.83
		Installation	Quantity	Unit Price	Factor	=	Total			
			270.00	19.37	1.1715		6,126.83			
47	23 21 13 23 0040	EA	3" 90 Degree Elbow, 150# Malleable Iron, Black							\$303.14
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	64.69	1.1715		303.14			
48	23 21 13 23 0041	EA	4" 90 Degree Elbow, 150# Malleable Iron, Black							\$1,390.90
		Installation	Quantity	Unit Price	Factor	=	Total			
			12.00	98.94	1.1715		1,390.90			
49	23 21 13 23 0063	EA	1-1/2" Tee, Straight 150# Malleable Iron, Black							\$8,057.27
		Installation	Quantity	Unit Price	Factor	=	Total			
			237.00	29.02	1.1715		8,057.27			
50	23 21 13 23 0066	EA	3" Tee, Straight 150# Malleable Iron, Black							\$675.48
		Installation	Quantity	Unit Price	Factor	=	Total			
			7.00	82.37	1.1715		675.48			
51	23 21 13 23 0067	EA	4" Tee, Straight 150# Malleable Iron, Black							\$661.80
		Installation	Quantity	Unit Price	Factor	=	Total			
			4.00	141.23	1.1715		661.80			
52	23 21 13 23 0078	EA	3" Tee, Reducing Out 150# Malleable Iron, Black							\$12,638.53
		Installation	Quantity	Unit Price	Factor	=	Total			
			123.00	87.71	1.1715		12,638.53			
		Required to reduce from 3" main pipe to 1-1/2" branch pipe.								
53	23 21 13 23 0079	EA	4" Tee, Reducing Out 150# Malleable Iron, Black							\$476.36
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	135.54	1.1715		476.36			
		Required to transition from 4" riser to 3" main pipe.								
54	23 21 13 23 0089	EA	1-1/2" Coupling, Straight, 150# Malleable Iron, Black							\$7,111.13
		Installation	Quantity	Unit Price	Factor	=	Total			
			321.00	18.91	1.1715		7,111.13			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00
 Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Sprinkler

55	23 21 13 23 0093	EA	4" Coupling, Straight, 150# Malleable Iron, Black						\$3,285.28	
			Installation	Quantity	Unit Price	Factor	=	Total		
				33.00	84.98	1.1715		3,285.28		
				x	x					
			(1) coupling required for approximately every 10 Lf of piping.							
56	23 21 13 23 0102	EA	2" Coupling, Reducing, 150# Malleable Iron, Black						\$28.69	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	24.49	1.1715		28.69		
				x	x					
57	23 21 13 23 0116	EA	3" Cap, 150# Malleable Iron, Black						\$160.55	
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	27.41	1.1715		160.55		
				x	x					
58	23 21 13 23 0155	EA	3" x 2" 90 Degree Reducing Elbow 150# Malleable Iron, Black						\$88.61	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	75.64	1.1715		88.61		
				x	x					
59	23 21 13 23 1147	LF	3" Black Schedule 10 Grooved Pipe						\$19,704.75	
			Installation	Quantity	Unit Price	Factor	=	Total		
				990.00	16.99	1.1715		19,704.75		
				x	x					
			990 Lf of main piping from 4" riser.							
60	23 21 13 23 1149	LF	4" Black Schedule 10 Grooved Pipe						\$2,884.70	
			Installation	Quantity	Unit Price	Factor	=	Total		
				120.00	20.52	1.1715		2,884.70		
				x	x					
			4" Riser pipe from existing underground pipe to 2nd floor and necessary to connect to 3" main pipe.							

Subtotal for Div 21 - Fire Sprinkler

\$137,579.16

Div 21 - Fire Suppression

61	01 22 20 00 0049	HR	Investigating Senior Engineer Or Specialty ConsultantFor special investigatory engineering requirements or other miscellaneous professional services.						\$2,635.88	
			Installation	Quantity	Unit Price	Factor	=	Total		
				18.00	125.00	1.1715		2,635.88		
				x	x					
			Required to prepare signed and sealed fire suppression (clean agent) shop drawings for submission to building department.							
62	21 01 30 00 0005	LB	Refill/Recharge, Halon 1301						\$13,585.37	
			Installation	Quantity	Unit Price	Factor	=	Total		
				422.00	27.48	1.1715		13,585.37		
				x	x					
			This line item used in lieu of missing Novec 1230 Fire Protection Fluid - 422 Lbs required to fill empty storage tanks.							
63	21 09 00 00 0002	EA	Single Zone Controller Panel Box						\$10,240.08	
			Installation	Quantity	Unit Price	Factor	=	Total		
				4.00	2,136.12	1.1715		10,009.86		
				x	x					
			Demolition	Quantity	Unit Price	Factor	=	Total		
				4.00	49.13	1.1715		230.22		
				x	x					
			(1) Control panel required to be mounted on the outside wall of each protected area.							
64	21 22 16 00 0096	EA	1" Nozzle Deflector Shield, Inergen® Fire Suppression System (Ansul 417714)						\$259.16	
			Installation	Quantity	Unit Price	Factor	=	Total		
				3.00	68.31	1.1715		240.08		
				x	x					
			Demolition	Quantity	Unit Price	Factor	=	Total		
				3.00	5.43	1.1715		19.08		
				x	x					
			To be used in conjunction with brass nozzle in CTC# 21 22 16 00-0462							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Suppression

65	21 22 16 00 0098	EA	1-1/2" Nozzle Deflector Shield, Inergen® Fire Suppression System (Ansul 417720)				\$545.16
			Quantity	Unit Price	Factor	Total	
		Installation	5.00 x	88.84 x	1.1715 =	520.38	
		Demolition	3.00 x	7.05 x	1.1715 =	24.78	
		To be used in conjunction with brass nozzle in CTC# 21 22 16 00-0464					
66	21 22 16 00 0196	EA	Abort, Flush Mount Switch, Autopulse® Fire Detection And Control Equipment (Ansul 76495)				\$579.10
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	114.52 x	1.1715 =	536.64	
		Demolition	4.00 x	9.06 x	1.1715 =	42.46	
		(1) Abort switch to installed on the interior of each protected area.					
67	21 22 16 00 0208	EA	Selectable Candela Strobe, Alarm Devices, Autopulse® Fire Detection And Control Equipment (Ansul 429698)				\$505.43
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	99.99 x	1.1715 =	468.55	
		Demolition	4.00 x	7.87 x	1.1715 =	36.88	
		(1) Required to be mounted on the EXTERIOR of each protected area for notification when clean agent suppression has been activated.					
68	21 22 16 00 0209	EA	Weatherproof, Horn And 117 Candela Strobe, Alarm Devices, Autopulse® Fire Detection And Control Equipment (Ansul 429696)				\$696.20
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	137.73 x	1.1715 =	645.40	
		Demolition	4.00 x	10.84 x	1.1715 =	50.80	
		(1) Required to be mounted on the INTERIOR of each protected area for notification when clean agent suppression has been activated.					
69	21 22 16 00 0211	EA	Back Box Extender Adapter, Alarm Devices, Autopulse® Fire Detection And Control Equipment (Ansul 429702)				\$336.92
			Quantity	Unit Price	Factor	Total	
		Installation	20.00 x	13.33 x	1.1715 =	312.32	
		Demolition	20.00 x	1.05 x	1.1715 =	24.60	
		Required for each horn/strobe device, abort switch, pull station, discharge pressure switch.					
70	21 22 16 00 0258	EA	Control Relay, IQ-396X Modules, CRM-4, Autopulse® Fire Detection And Control Equipment (Ansul 419565)				\$2,155.42
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	426.43 x	1.1715 =	1,998.25	
		Demolition	4.00 x	33.54 x	1.1715 =	157.17	
		(1) Relay module required for each control panel.					
71	21 22 16 00 0263	EA	12 AH, 24 VDC Battery Pack, Autopulse® Fire Detection And Control Equipment (Ansul 417693)				\$2,951.99
			Quantity	Unit Price	Factor	Total	
		Installation	8.00 x	292.02 x	1.1715 =	2,736.81	
		Demolition	8.00 x	22.96 x	1.1715 =	215.18	
		(1) Battery pack for reach control panel and relay module.					
72	21 22 16 00 0292	EA	Ionization, Analog Addressable Detector, Intelligent Addressable Devices, FSI-751, Autopulse® Fire Detection And Control Equipment (Ansul 428090)				\$595.78
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	117.83 x	1.1715 =	552.15	
		Demolition	4.00 x	9.31 x	1.1715 =	43.63	
		(1) Required in ceiling for each protected area.					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00
 Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Suppression

73	21 22 16 00 0293	EA	Photoelectric, Analog Addressable Detector, Intelligent Addressable Devices, FSP-751, Autopulse® Fire Detection And Control Equipment (Ansul 428091)				\$1,988.36
			Quantity		Unit Price	Factor	Total
		Installation	12.00	x	131.10	x 1.1715 =	1,843.00
		Demolition	12.00	x	10.34	x 1.1715 =	145.36
		(1) Required in ceiling & (2) below data floor for each protected area.					
74	21 22 16 00 0302	EA	Analog Addressable Detector Base With Isolator, Intelligent Addressable Devices, B224BI, Autopulse® Fire Detection And Control Equipment (Ansul 426125)				\$1,517.33
			Quantity		Unit Price	Factor	Total
		Installation	16.00	x	75.03	x 1.1715 =	1,406.36
		Demolition	16.00	x	5.92	x 1.1715 =	110.96
		Photoelectric & Ionization detector bases required for mounting.					
75	21 22 16 00 0439	EA	SPST, Dual Action Pull Station, Industrial Fire Control System (Ansul 428655)				\$297.14
			Quantity		Unit Price	Factor	Total
		Installation	4.00	x	58.50	x 1.1715 =	274.13
		Demolition	4.00	x	4.91	x 1.1715 =	23.01
		(1) Required in each protected area to manually activated suppression system.					
76	21 22 16 00 0447	EA	6", 24 VDC Alarm Bell, Alarm Devices, Marine Fire Control System (Ansul 417805)				\$353.70
			Quantity		Unit Price	Factor	Total
		Installation	4.00	x	69.97	x 1.1715 =	327.88
		Demolition	4.00	x	5.51	x 1.1715 =	25.82
		(1) Required to be mounted on the INTERIOR of each protected area for notification when clean agent suppression has been activated.					
77	21 22 16 00 0454	EA	140#, Empty Tank And Valve Assembly, Sapphire® Fire Suppression Systems (Ansul 570638)				\$8,529.04
			Quantity		Unit Price	Factor	Total
		Installation	4.00	x	1,787.35	x 1.1715 =	8,375.52
		Demolition	4.00	x	32.76	x 1.1715 =	153.51
		(1) Required to be filled with clean agent fluid for each protected area.					
78	21 22 16 00 0462	EA	1" Drilled Brass Nozzle, 180 Degree, Sapphire® Fire Suppression System (Ansul 570517)				\$437.24
			Quantity		Unit Price	Factor	Total
		Installation	3.00	x	120.31	x 1.1715 =	422.83
		Demolition	3.00	x	4.10	x 1.1715 =	14.41
		(3) Required under data floor for full coverage of all protected areas.					
79	21 22 16 00 0464	EA	1-1/2" Drilled Brass Nozzle, 180 Degree, Sapphire® Fire Suppression System (Ansul 570519)				\$810.80
			Quantity		Unit Price	Factor	Total
		Installation	5.00	x	134.32	x 1.1715 =	786.78
		Demolition	5.00	x	4.10	x 1.1715 =	24.02
		(1) Required in ceiling of smaller protected areas (UPS Room, Phone Room, & Small Data Room); (2) Required for coverage in Large Data Room.					
80	21 22 16 00 0475	EA	1/4" NPT To 7/16-20, Male Actuation Connector, Sapphire® Fire Suppression System (Ansul 32338)				\$76.62
			Quantity		Unit Price	Factor	Total
		Installation	4.00	x	13.48	x 1.1715 =	63.17
		Demolition	4.00	x	2.87	x 1.1715 =	13.45
		(1) Required in ceiling of smaller protected areas (UPS Room, Phone Room, & Small Data Room); (2) Required for coverage in Large Data Room.					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Suppression

81	21 22 16 00 0484	EA	Warning Plate For Use Outside Room, Sapphire® Fire Suppression Systems (Ansul 570580)						\$147.80
			Installation	Quantity	Unit Price	Factor	Total		
				4.00	27.44	1.1715	128.58	x	=
			Demolition	4.00	4.10	1.1715	19.21	x	=
82	21 22 16 00 0485	EA	Warning Plate for Use Inside Room, Sapphire® Fire Suppression Systems (Ansul 570581)						\$147.80
			Installation	4.00	27.44	1.1715	128.58	x	=
			Demolition	4.00	4.10	1.1715	19.21	x	=
83	21 22 16 00 0488	EA	Tank Bracket Assembly For 140#, 280#, 390# And 450# Tanks, Sapphire® Fire Suppression Systems (Ansul 570085)						\$479.10
			Installation	4.00	89.96	1.1715	421.55	x	=
			Demolition	4.00	12.28	1.1715	57.54	x	=
			(1) Required to mount each tank on INTERIOR wall of protected area.						
84	21 22 16 00 0504	EA	Cylinder Low Pressure Switch, Sapphire® Fire Suppression Systems (Ansul 570585)						\$471.04
			Installation	4.00	84.14	1.1715	394.28	x	=
			Demolition	4.00	16.38	1.1715	76.76	x	=
			(1) Installed on each cylinder tank.						
85	21 22 16 00 0506	EA	Weather Proof, DPST Pressure Switch, Sapphire® Fire Suppression Systems (Ansul 46250)						\$1,655.05
			Installation	4.00	324.53	1.1715	1,520.75	x	=
			Demolition	4.00	28.66	1.1715	134.30	x	=
			(1) Required to be mounted on wall at EXTERIOR of protected area adjacent to control panel.						
86	23 21 13 23 0019	LF	1" ASTM A-53 Pipe, Schedule 40, Threaded And Coupled						\$191.89
			Installation	42.00	3.90	1.1715	191.89	x	=
87	23 21 13 23 0021	LF	1-1/2" ASTM A-53 Pipe, Schedule 40, Threaded And Coupled						\$134.32
			Installation	21.00	5.46	1.1715	134.32	x	=
88	23 21 13 23 0035	EA	1" 90 Degree Elbow, 150# Malleable Iron, Black						\$125.77
			Installation	8.00	13.42	1.1715	125.77	x	=
89	23 21 13 23 0037	EA	1-1/2" 90 Degree Elbow, 150# Malleable Iron, Black						\$45.38
			Installation	2.00	19.37	1.1715	45.38	x	=
90	23 21 13 23 0037 0494	MOD	For 300 LB Rating, Add						\$32.50
			Installation	2.00	13.87	1.1715	32.50	x	=
91	23 21 13 23 0099	EA	1" Coupling, Reducing, 150# Malleable Iron, Black						\$65.09
			Installation	4.00	13.89	1.1715	65.09	x	=
92	23 21 13 23 0099 0494	MOD	For 300 LB Rating, Add						\$36.46
			Installation	4.00	7.78	1.1715	36.46	x	=

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 21 - Fire Suppression

93	23	21	13	23	0101	EA	1-1/2" Coupling, Reducing, 150# Malleable Iron, Black									\$89.36
						Installation	Quantity	Unit Price	Factor	Total						
							4.00	19.07	1.1715	89.36	x	x	=			
94	23	21	13	23	0101	0494	MOD	For 300 LB Rating, Add								\$61.62
						Installation	Quantity	Unit Price	Factor	Total						
							4.00	13.15	1.1715	61.62	x	x	=			
95	26	05	19	16	0011	MLF	#14 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit									\$882.37
						Installation	Quantity	Unit Price	Factor	Total						
							2.50	301.28	1.1715	882.37	x	x	=			
96	26	05	29	00	0004	LF	1-5/8" Wide x 1-5/8" High, 14 Gauge, Steel Unistrut Channel									\$490.86
						Installation	Quantity	Unit Price	Factor	Total						
							50.00	8.38	1.1715	490.86	x	x	=			
97	26	05	29	00	0030	EA	1/2" Diameter, Rigid Steel Conduit Clamp For Unistrut Channel									\$40.30
						Installation	Quantity	Unit Price	Factor	Total						
							16.00	2.15	1.1715	40.30	x	x	=			
98	26	05	29	00	0268	LF	3/8" Diameter, Carbon Steel Threaded Rod									\$58.34
						Installation	Quantity	Unit Price	Factor	Total						
							30.00	1.66	1.1715	58.34	x	x	=			
99	26	05	29	00	0268	0400	MOD	For Galvanized, Add								\$15.82
						Installation	Quantity	Unit Price	Factor	Total						
							30.00	0.45	1.1715	15.82	x	x	=			
100	26	05	29	00	0276	EA	3/8" Diameter, Threaded Rod Coupling Nut									\$112.17
						Installation	Quantity	Unit Price	Factor	Total						
							25.00	3.83	1.1715	112.17	x	x	=			
101	26	05	33	13	0290	LF	1/2" EMT Conduit, Mounted Exposed On Flat Wall									\$1,447.97
						Installation	Quantity	Unit Price	Factor	Total						
							600.00	2.06	1.1715	1,447.97	x	x	=			
102	26	05	33	13	0290	0220	MOD	For > 500 To 1000, Deduct								-\$77.32
						Installation	Quantity	Unit Price	Factor	Total						
							600.00	-0.11	1.1715	-77.32	x	x	=			
103	26	05	33	13	0323	EA	1/2 EMT Compression Coupling									\$199.62
						Installation	Quantity	Unit Price	Factor	Total						
							60.00	2.84	1.1715	199.62	x	x	=			
104	26	05	33	13	0356	EA	1/2" EMT Box Connector, Compression									\$295.22
						Installation	Quantity	Unit Price	Factor	Total						
							72.00	3.50	1.1715	295.22	x	x	=			
105	26	05	33	13	1723	LF	1/2" Flexible Metallic Conduit									\$108.36
						Installation	Quantity	Unit Price	Factor	Total						
							50.00	1.85	1.1715	108.36	x	x	=			
106	26	05	33	13	1804	EA	1/2" Flexible Steel Screw-in Coupling									\$175.73
						Installation	Quantity	Unit Price	Factor	Total						
							50.00	3.00	1.1715	175.73	x	x	=			
107	26	05	33	16	0014	EA	3"-1/2" x 3-3/4" Steel Masonry Box With Cover, 4 Gang, Flush Mount									\$1,070.80
						Installation	Quantity	Unit Price	Factor	Total						
							36.00	25.39	1.1715	1,070.80	x	x	=			

Subtotal for Div 21 - Fire Suppression

\$57,600.14

Contractor's Price Proposal - Detail Continues..

Work Order Number: 026980.00

Work Order Title: Pompano Beach Public Safety Complex - New Fire Protection

Div 26 - Electrical

108	26 05 19 16 0012	MLF	#12 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit							\$276.64
		Installation	Quantity	Unit Price	Factor	=	Total			
			0.60	393.57	x	1.1715	=	276.64		
109	26 05 33 13 0045	LF	3/4" RGS Conduit With Coupling, Mounted Exposed On Flat Wall							\$925.49
		Installation	Quantity	Unit Price	Factor	=	Total			
			200.00	3.95	x	1.1715	=	925.49		
110	26 05 33 13 0045 0156	MOD	For Work In Restricted Working Space, Add							\$164.01
		Installation	Quantity	Unit Price	Factor	=	Total			
			200.00	0.70	x	1.1715	=	164.01		
111	26 05 33 13 0324	EA	3/4" EMT Compression Coupling							\$73.80
		Installation	Quantity	Unit Price	Factor	=	Total			
			20.00	3.15	x	1.1715	=	73.80		
112	26 05 33 13 0324 0156	MOD	For Work In Restricted Working Space, Add							\$19.21
		Installation	Quantity	Unit Price	Factor	=	Total			
			20.00	0.82	x	1.1715	=	19.21		
113	26 05 33 13 0357	EA	3/4" EMT Box Connector, Compression							\$30.37
		Installation	Quantity	Unit Price	Factor	=	Total			
			6.00	4.32	x	1.1715	=	30.37		
			Required to connect conduit for dedicated circuits to panel in electrical room and j box in ceiling above new control panels.							
114	26 05 33 16 0008	EA	4-11/16" Square Steel Box X 2-1/8" Deep With Cover							\$53.28
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	15.16	x	1.1715	=	53.28		
			Provide (1) J Box in ceiling above (3) control panel locations. Circuit from existing control panel to be reused for 4th control panel.							
115	26 24 16 00 0364	EA	1 Pole, 120/240 Volt, 15-30 A, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity							\$86.60
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	24.64	x	1.1715	=	86.60		
			(1) Required for each dedicated circuit to (3) control panels. (1) Existing control panel circuit to be reused for 4th control panel.							
116	26 24 16 00 0364 0107	MOD	For Bolt-On, Add							\$21.33
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	6.07	x	1.1715	=	21.33		

Subtotal for Div 26 - Electrical

\$1,650.73

Proposal Total

\$227,019.63

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 28, 2014

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 026980.00
Owner PO #:
Title: Pompano Beach Public Safety Complex - New Fire Protection
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$227,019.63

Name of Contractor	Duties	Amount	%
Imperial Services of South Florida, Inc.	Concrete Pole Installation	\$0.00	0.00
JAG Electrical Enterprises, Inc.	Electrical	\$0.00	0.00
Pre-Cast Specialties, Inc.	Concrete Pole Supplier	\$0.00	0.00
Shiff Construction & Development, Inc.	Structural Repairs/Finishes	\$0.00	0.00

Exhibit 'E'



CERTIFICATE OF LIABILITY INSURANCE

SHIFF-1 OP ID: CDL

DATE (MM/DD/YYYY)

03/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lanza Insurance Agency Inc. 9900 W Sample Road - Ste 300 Coral Springs, FL 33065 Diana Lanza Schott	CONTACT NAME: Diana Lanza Schott	
	PHONE (A/C No. Ext): 954-825-0424	FAX (A/C No.): 954-825-0425
E-MAIL ADDRESS:		
INSURED Shiff Construction & Development Inc 3201 N Federal Highway #212 Fort Lauderdale, FL 33306		INSURER(S) AFFORDING COVERAGE
		INSURER A: Starr Indemnity & Liability Co
		INSURER B: Progressive Express Ins. Co.
		INSURER C: F C B & I Fund
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			SLPG-GL02409-00	04/04/2014	04/04/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> ANY AUTO			06427311-8	05/07/2014	05/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB						\$
	<input type="checkbox"/> EXCESS LIAB						\$
	<input type="checkbox"/> DED						\$
	<input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			106-46873	03/27/2014	03/27/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Carpentry Interior Renovations and commercial build outs
 Certificate holder is listed as an additional insured

CERTIFICATE HOLDER POMPANO City of Pompano Beach Building Department Fax @ 954-786-4666 or 786 4168 100 W. Atlantic Blvd. Pompano, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**CITY OF POMPANO BEACH
BUDGET ADJUSTMENT**

ORIGINATING DEPT.

Engineering TG

DATE

1/15/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
07-930 Public Safety Bldg Construction	302	73	08	522	65	12			202,500		
13-203 Police Dept Fire Construction	302	74	81	521	65	12				23,500	
13-201 Skolnick Center Construction	302	74	79	575	65	12				56,000	
07-924 Gen Govt Bldg	302	73	02	530	65	12				123,000	
* USE WHOLE DOLLARS ONLY									TOTAL	202,500	202,500

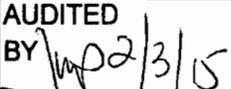
REASON

These funds are required to facilitate the installation/replacement of the Fire Sprinkler System at the Public Safety Complex to meet current Fire codes.


 1/16/15
 Department Head Date

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

Adjustment approved at City Commission Meeting of _____

 Finance Director	2/3/15 Date	Budget Office	Date	City Manager	Date	AUDITED BY  2/3/15	INPUT BY	CONTROL NO.
--	----------------	---------------	------	--------------	------	---	----------	-------------

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

REQUESTED COMMISSION ACTION:

Consent	x	Ordinance	Resolution	Consideration/ Discussion	Presentation
<hr/>					
SHORT TITLE	<u>Creating an ordinance to address the concerns that citizens have had regarding the various newspapers and flyers that have been left upon their property even after requesting no further service.</u>				
	<hr/>				
	<hr/>				
	<hr/>				

Summary of Purpose and Why:

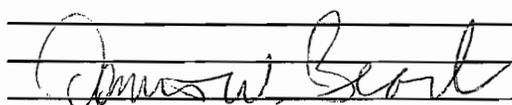
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 131, "OFFENSES AGAINST PERSONS AND PROPERTY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY CREATING SECTION 131.23, "UNSOLICITED PUBLICATIONS," TO PROVIDE FOR DEFINITIONS; DUTIES AND OBLIGATIONS OF PUBLISHERS AND DISTRIBUTORS OF UNSOLICITED PUBLICATIONS; TO PROVIDE REMOVAL REQUIREMENTS FOR PUBLICATIONS DELIVERED IN VIOLATION OF THIS ORDINANCE AND FOR PENALTIES AND ENFORCEMENT; PROVIDING 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>2-2-15</u>		<u>See City Attorney's Comm. #2015-531</u> 
<hr/>	<hr/>	<hr/>	<hr/>
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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:
<hr/>	<hr/>	<hr/>	<hr/>
2 nd Reading			
<hr/>	<hr/>	<hr/>	<hr/>



City Attorney's Communication #2015-510
February 2, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Ordinance – Unsolicited Newspapers

Attached please find the following captioned Ordinance addressing the above-referenced matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH AMENDING CHAPTER 131, "OFFENSES AGAINST PERSONS AND PROPERTY," OF THE CITY OF POMPAÑO BEACH CODE OF ORDINANCES BY CREATING SECTION 131.23, "UNSOLICITED PUBLICATIONS," TO PROVIDE FOR DEFINITIONS; DUTIES AND OBLIGATIONS OF PUBLISHERS AND DISTRIBUTORS OF UNSOLICITED PUBLICATIONS; TO PROVIDE REMOVAL REQUIREMENTS FOR PUBLICATIONS DELIVERED IN VIOLATION OF THIS ORDINANCE AND FOR PENALTIES AND ENFORCEMENT; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please place this matter on the February 10, 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.

A handwritten signature in black ink, appearing to read "Gordon B. Linn", is written over a horizontal line.

GORDON B. LINN

GBL/jrm
l:cor/manager/2015-510

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 131, "OFFENSES AGAINST PERSONS AND PROPERTY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY CREATING SECTION 131.23, "UNSOLICITED PUBLICATIONS," TO PROVIDE FOR DEFINITIONS; DUTIES AND OBLIGATIONS OF PUBLISHERS AND DISTRIBUTORS OF UNSOLICITED PUBLICATIONS; TO PROVIDE REMOVAL REQUIREMENTS FOR PUBLICATIONS DELIVERED IN VIOLATION OF THIS ORDINANCE AND FOR PENALTIES AND ENFORCEMENT; PROVIDING 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 131.23, "Unsolicited Publications," of Chapter 131, "Offenses Against Persons and Property," is hereby created to read as follows:

§131.23 UNSOLICITED PUBLICATIONS.

(A) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DELIVER. To deliver, distribute, deposit, throw, cast or place, or cause or permit to be delivered, distributed, deposited, thrown, cast or placed, a

publication, directly or indirectly by contractor, agent, employee or otherwise, but shall not include delivery by the United States Postal Service, delivery by handing or transmitting directly to the owner or occupant then present on the property, or delivery by placing within a receptacle or container expressly maintained by the owner or occupant of property for the receipt of newspaper deliveries.

DISTRIBUTOR. An entity or person who engages in the business of circulating or delivering newspapers.

PUBLICATION. Any printed material issued weekly or with other frequency, whether printed in broadsheet, tabloid or other sheet or booklet form, and shall include without limitation a newspaper of general circulation as defined by general law, any newspaper duly entered with the United States Postal Service in accordance with statute or regulation, any collection of advertising or solicitations appended together in booklet or magazine form and any newspaper distributed without cost to or subscription by the recipient.

PUBLISHER. A person who engages in the business of printing and issuing for circulation, or causing to be printed and issued for circulation, a publication.

UNSOLICITED PUBLICATION. A publication to which neither the owner nor occupant of the premises to which it is delivered currently subscribes or has not requested.

(B) *Obligations of Publishers and Distributors.*

(1) Any publisher delivering or causing delivery of an unsolicited publication to a location within the City of Pompano Beach shall:

(a) provide reasonable methods, including but not limited to, telephonic means, e-mail means and regular mail means, to allow owners and/or occupants of premises located within the City of Pompano Beach to communicate to the publisher that they do not wish to receive the unsolicited publication issued by the publisher; notice of all such methods shall be regularly included in, on or with the unsolicited publications issued by the publisher;

(b) implement a process or system whereby the addresses of all persons making requests for no delivery pursuant to subsection (1)(a) hereto are timely communicated to any and all applicable distributors responsible for distributing the unsolicited publication issued by the publisher;

(c) timely communicate the address of all persons making requests for no delivery made pursuant to subsection (1)(a) hereto to all applicable distributors pursuant to the process or system implemented pursuant to subsection (1)(b) hereto;

(d) implement and communicate to the requesting person a means of tracking requests for no delivery made pursuant to subsection (1)(a) hereto, including, by way of example, the assignment of a tracking number or some other reference system, so as to allow all persons making such requests to reference same in the event there is the need for follow-up or further communication;

(e) implement and utilize a process or system to timely follow up with all applicable distributors to ensure compliance with requests made pursuant to subsection (1)(a) hereto;

(f) upon written request from the Office of Code Compliance or designee, provide the City of Pompano Beach with contact information for any applicable distributor to allow the city to follow up with that distributor on any complaint received by the city from a resident regarding delivery of an unsolicited publication after making a request pursuant to subsection (1)(a) hereto; and

(g) the requirements set forth in subsections (1)(a) through (1)(f) hereto shall not apply to requests made by residents for temporary cessation of deliveries.

(2) Any distributor delivering unsolicited publications in the City of Pompano Beach shall:

(a) not distribute to any address where the owner or occupant has made a request for no delivery pursuant to subsection (1)(a) hereof and such request has been communicated to the distributor by the publisher pursuant to subsections (1)(b) and (1)(c) hereto;

(b) in making deliveries, use their best efforts to place publications in proximity to the entrances of the units to which the distributor intends delivery; unsolicited publications (other than those in properly located and maintained newspaper boxes or racks) should not be placed on streets, sidewalks, public rights-of-way, or other public property and shall not be distributed by placing them at intervals along a block, or by placing several near the entrance to a multi-unit building, other than in direct relation to the number of publications requested by the occupants of the block or building;

(c) implement and utilize a system or procedure for tracking and executing a publisher's direction regarding requests for no delivery made pursuant to subsection (1)(a) hereto;

(d) upon written request from the Office of Code Compliance or designee, use their best efforts to provide the City of Pompano

Beach with facts and details related to complaints received by the city from a resident regarding delivery of an unsolicited publication after making a request pursuant to subsection (1)(a) hereto;

(e) take any corrective measures requested by the City of Pompano Beach after its completion of any investigation into complaints received by the city from a resident regarding delivery of an unsolicited publication after making a request pursuant to subsection (1)(a) hereof; and

(f) the requirements set forth in subsections (2)(a) through (2)(e) hereto shall not apply to requests made by residents for temporary cessation of deliveries.

(C) *Removal.*

(1) If the publication can be located, the distributor thereof shall remove any publication delivered in violation of Section (B)(2)(b) within 24 hours following notice and demand by the owner or occupant of the premises.

(2) If the publication can be located, the distributor thereof shall remove any publication delivered in violation of Section(B)(2)(b) within 24 hours following notice and demand by the Office of Code Compliance or designee.

(3) Violation of this section (C) shall constitute a separate and independent violation from the antecedent violation of Section (B).

(D) *Enforcement by the City.*

(1) Any resident of the City of Pompano Beach wishing to make a complaint regarding delivery of an unsolicited newspaper in violation of this chapter to the property at which they reside or which they own shall provide the following information to the Office of Code Compliance or designee:

(a) the name of the requesting person;

(b) the address that was the subject of the request;

(c) the date of and method used to make the request;

(d) the tracking number or other reference information provided by the publisher in response to the request; and

(e) the name and publication date of the unsolicited publication that is the subject of the complaint.

(2) Any resident of the City of Pompano Beach wishing to make a complaint regarding a publisher's failure to provide a tracking number or other means of reference for a no delivery request in violation of Section (B)(1)(d) of this chapter shall provide the following information to the Office of Code Compliance or designee:

- (a) name of the requesting person;
- (b) the address that was the subject of the request;
- (c) the date of and method used to make the request;

and

(d) the name and publication date of the unsolicited publication that is the subject of the complaint.

(3) Any person wishing to make a complaint unrelated to a no delivery request and regarding improper placement of unsolicited publications by a distributor of unsolicited publications in violation of Section (B)(2)(b) of this chapter shall provide the following information to the Office of Code Compliance or designee:

(a) the name of the complaining person;

(b) the location of the alleged improper placement and time the condition was observed; and

(c) the name and publication date of the unsolicited newspaper that is the subject of the complaint.

(4) Any person wishing to make a complaint for failure to remove an improperly delivered unsolicited publication in violation of Section (C)(1) shall provide the same information as is required in Section (C)(1), plus the date, time and manner of communication of the request to remove.

The city shall have no obligation to take any action on a complaint that does not contain the required information set forth above.

(E) *Penalties; Enforcement.*

(1) It shall be unlawful for any person to violate any of the provisions of this section.

(2) Any person found guilty of violating any of the provisions of this section shall be punished in accordance with Section 10.99 of the Municipal Code of Ordinances. In addition, such person shall pay all costs and

expenses involved in the case, including attorney's fees. Each day upon which a violation of this chapter occurs, shall constitute a separate and additional violation.

(3) In addition to any penalty provided by law for the violation of any provision of this chapter, the city may bring suit in the appropriate court to enjoin, restrain or otherwise prevent the violation.

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 of 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

GBL/jrm
1/26/15
l:ord/ch131/2015-174

Meeting Date: February 10, 2015

Agenda Item

24

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

A resolution of the City Commission approving and authorizing the proper city officials to submit an application to Broward County for the Tourist Development Tax Capital Challenge Grant Program for the purpose of obtaining funds in the amount of \$500,000 for the Pompano Beach Cultural Center; and, if awarded, authorizing the City Manager to accept the funds.

Summary of Purpose and Why:



Broward County announced a new grant program: the Broward County Tourist Development Tax Capital Challenge Grant. The Tourist Development Tax is a local sales tax, authorized and governed by Florida Statute 125.0104. In 1980, Broward County Ordinance 80-70 authorized the Board of County commissioners to levy and impose a 2% Tourist Development Tax. Periodically, Broward County receives request for financial assistance from local municipalities or nonprofit organizations to support capital projects using proceeds from this tax. We've attached the 2014/2015 grant application and will complete the grant application for 2015/2016 funding period online, which will be similar to the 2014/2015 application. Staff is in the process of completing the grant application, which is due on February 15, 2015. We will be requesting grant funding in the amount of \$500,000 for the Pompano Beach Cultural Center. The grant requires a two-to-one match which the city would meet with existing allocations for the Cultural Center.

This item is related to Strategic Plan Strategy: Great Places: goal 7.0, initiative 7.3, objective 7.3.1- Redevelopment of "Old Pompano".

- (1) Origin of request for this action: Staff initiated
(2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator Ext. 4191
(3) Expiration of contract, if applicable: n/a
(4) Fiscal impact and source of funding: None at this time.

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Parks & Recreation, City Attorney, Finance, and City Manager.

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Rows include 1st Reading and 2nd Reading.



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A044

February 4, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator

SUBJECT: Broward County Tourist Development Tax Capital Challenge Grant Application for the Pompano Beach Cultural Center

Please place the attached resolution on the February 10, City Commission agenda. The resolution authorizes the proper city officials to apply for a Broward County Tourist Development Tax Capital Challenge Grant in the amount of \$500,000 for the Pompano Beach Cultural Center.

In January 2014, Broward County announced a new grant program: the Broward County Tourist Development Tax Capital Challenge Grant. The tourist development tax is a local sales tax, authorized and governed by Florida Statute 125.0104. In 1980, Broward County Ordinance #80-70 authorized the Board of County Commissioners to levy and impose a two percent (2%) tourist development tax. Periodically, Broward County receives requests for financial assistance from local municipalities or nonprofit organizations to support capital projects using proceeds from this tax.

Project funds may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote certain facilities as authorized by the Local Option Tourist Development Act (as authorized in Section 125.0104, Florida Statutes), including convention centers, sports stadiums, sports arenas, coliseums, auditoriums, aquariums, or museums that are publicly owned and operated, or owned and operated by non-profit organizations and open to members of the public, within the boundaries of Broward County.

The 2015/2016 grant application is online and will be similar to the attached 2014/2015 grant application. We will be requesting grant funding in the amount of \$500,000 for the Pompano Beach Cultural Center. The deadline for submission is February 15, 2015. The grant application requires a two-to-one match which the city would meet with existing allocations for the Cultural Center.

Staff recommends application for a Broward County Tourist Development Tax Capital Challenge Grant in the amount of \$500,000 for the Pompano Beach Cultural Center.



City Attorney's Communication #2015-541

February 4, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Grant Application for the Tourist Development Tax Capital Challenge Grants Program

As requested in your email of February 3, 2015, 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, AUTHORIZING THE PROPER CITY OFFICIAL TO SUBMIT AN APPLICATION TO BROWARD COUNTY FOR THE TOURIST DEVELOPMENT TAX CAPITAL CHALLENGE GRANT PROGRAM FOR THE PURPOSE OF OBTAINING FUNDS IN THE AMOUNT OF \$500,000.00 FOR THE POMPANO BEACH CULTURAL CENTER; AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDS; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

/jrm
l:cor/recr/2015-541

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIAL TO SUBMIT AN APPLICATION TO BROWARD COUNTY FOR THE TOURIST DEVELOPMENT TAX CAPITAL CHALLENGE GRANT PROGRAM FOR THE PURPOSE OF OBTAINING FUNDS IN THE AMOUNT OF \$500,000.00 FOR THE POMPANO BEACH CULTURAL CENTER; AND, IF AWARDED, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FUNDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County offers a grant challenge for funds to be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote certain facilities as authorized by the Local Option Tourist Development Act, Section 125.0104, Florida Statutes; and

WHEREAS, an application ("Application") must be submitted to Broward County to participate in said challenge; and

WHEREAS, it is the desire of the City of Pompano Beach, Florida, to formally adopt an official Resolution to approve the submittal of an Application in the amount of \$500,000.00; now, therefore,

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

SECTION 1. That the proper city officials are hereby authorized to submit an Application to Broward County for the Tourist Development Tax Capital Challenge Grant

Program for the purpose of obtaining or acquiring funds in the amount of \$500,000.00 for the Pompano Beach Cultural Center.

SECTION 2. That the City Manager or his designee shall be the official liaison agent and is authorized to accept the funds.

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
2/4/15
l:reso/2015-197

**1. Introduction - Tourist Development Tax (TDT) Capital Challenge Grant Program (TDT-CCGP)
Broward County Cultural Division/ Broward Cultural Council/ Broward County Board of
County Commissioners**

Tourist Development Tax (TDT) Capital Challenge Grant Program (for the funding period: October 1, 2014 through September 30, 2015)

Purpose: The TDT is a local sales tax, authorized and governed by Florida Statute 125.0104. In 1980, Broward County Ordinance #80-70 authorized the Board to levy and impose a two percent TDT. Periodically, Broward County receives requests for financial assistance from local municipalities or non-profit organizations to support capital projects using proceeds from this tax. This program is for applicant(s) seeking capital funds and is otherwise ineligible under the County's existing Cultural Division Grants Program solicitations. Any award and expenditures of tourist development tax funds must comply with the express authorized use(s) of such funds pursuant to Florida Statutes Section 125.0104. Applicants shall ensure that the proposed use(s) and, if awarded, the actual use of the tourist development tax funds are expressly permitted by Section 125.0104, and shall provide documentation sufficient to substantiate same to County upon request. Project funds may be used to acquire, construct, extend, enlarge, remodel, repair, improve, or maintain tourist-oriented facilities, including convention centers, sports stadiums, sports arenas, coliseums, auditoriums, aquariums, or museums that are publicly owned and operated, or owned and operated by non-profit organizations (NPOs) and open to the public, within the boundaries of Broward County.

Application Deadline: A completed application must be submitted between December 1 and February 15 of each year. and by February 15 on, or before, 11:59 PM.

Who May Apply:

(A) (1) Must be a not-for-profit organization qualified to do business in Florida. (2) Which is has tax-exempt status under Section 501(c) subsections (3), (4), (5), (6) or (7) of the Internal Revenue Code. (3) A copy of the most recent IRS determination letter must accompany the application, to confirm tax-exempt status. (4) Which has a governing board which meets regularly and operates under a set of bylaws, and has fifty percent (50%) of governing board members residing in Broward County (5) Which must have a bank checking account confirmed at the time of application. (6) Whose principal office address, as recorded in the Secretary of State's Office, is in Broward County with a minimum of one (1) full-time staff position in that office.

also

(B) A public entity located primarily in Broward County, which is a municipality, state government agency, or political subdivision of state government, or sovereign Native American Nation; the public entity must demonstrate in its application that any grant received would impact county-wide tourism and economic development. (C) Applicants must not have received Tourist Development Capital Challenge Grant funding from Broward County in the current or five (5) previous County fiscal years. Any Tourist Development Tax ("TDT") funding received by the applicant prior to the creation of the TDT Capital Challenge Grant Program shall not be considered. (D) A consortium or alliance or organizations may apply for a challenge incentive; however, all members of the consortium or alliance must meet all eligibility requirements. One (1) organization must be the lead applicant. (E) If an applicant receives TDT Capital Challenge grant funding pursuant to this section, it shall not apply for or be eligible to receive additional TDT Capital Challenge grant funding for the same project.

Broward County Tourist Development Tax Capital Challenge Grant Application

What may be funded: (A) Project funds may be used to acquire, construct, extend, enlarge, remodel, repair, improve, or maintain tourist-oriented facilities, including convention centers, sports stadiums, sports arenas, coliseums, auditoriums, aquariums, or museums that are publicly owned and operated, or owned and operated by non-profit organizations (NPOs) and open to the public, within the boundaries of Broward County. (B) Applicants must demonstrate how the projects will enhance Broward County as a tourist destination and thereby generate hotel and motel (lodging) "bed nights". (C) The maximum amount award may not exceed \$500,000. (D) Applicants must provide matching funds via cash contributions in a minimum ratio of 2:1. (E) Project timelines may not exceed three (3) years from notification of award from the County. See guidelines for specific application and reporting requirements.

2. Organization Information

APPLICANT INFORMATION

Organization Name:

City of Pompano Beach

Primary Contact for the organization:

First Name:

Brian

Last Name:

Donovan

Title:

Assistant to the City Manager

E-mail address:

brian.donovan@copbfl.com

Web Address:

<http://pompanobeachfl.gov>

Federal Identification Number - (FEIN)

FEIN Number:

59-6000411

Broward County Tourist Development Tax Capital Challenge Grant Application

Date organization was incorporated.

Date of Incorporation:

1948

Date the organization's fiscal year ends.

Fiscal Year Ending Date:

09/30/2014

The number of performances, exhibits, or events in Broward County provided by the organization during the previous fiscal year.

(Number of Performances exhibits and events)

12

The number of paid subscribers/members during the fiscal year:

(Number of Paid Subscribers or Members)

0

Total Attendance (attendance from the past year):

Full-time, Part-time, and Contract Employees
(Total Attendance)

2,097,23

Please list the number of Full-time, Part-time, and Contract Employees within your organization.

Staff Full-Time Personnel.

Staff Part time Personnel

Contract Personnel

DUNS Number: For cultural not-for-profit organizations: Please indicate your DUNS Number. Arts organizations are encouraged to obtain their own free Dun & Bradstreet (D&B) number-or if you already have a D&B number, to ensure that they are accurately coded as an arts organization or artist. To find your DUNS number, please go to: <http://smallbusiness.dnb.com>

Broward County Tourist Development Tax Capital Challenge Grant Application

DUNS Number:

080181167

3. Project / Program Description

Please provide a brief project/ program description for your request:

Request Amount:

Grant requests range up to \$500,000

500,000

Project/ Program Description (up to 250 words)

Construction and buildout of a new Cultural Arts Center, including a state-of-the-art Performance & Event Space, Digital Arts & Media Center, and new large public Arts Plaza at the terminus of the Downtown Pompano Connectivity Plan.

In conjunction with a new Broward County Public Library, the City of Pompano Beach has designed and will construct a new Cultural Center/Arts Plaza. The arts will be central to the function of the new center, intertwining the disciplines of theater, music, dance and film with creative new work in the cutting edge Performance & Event Space and Digital Media Center, and then spilling the arts out onto a large, new Arts Plaza along Atlantic Boulevard in Downtown Pompano.

The City demanded iconic architecture, and Silva Architects, influenced by years of planning by the City, local Cultural/Arts Organizations and individual artists, responded with a bold "inverted L" design for the new center, creating massing and structure that intertwines a central courtyard and breezeways to encourage Cultural Center and library patrons to intermingle, relax and celebrate the arts in a new "sloping panels" public plaza.

The exterior of the building creates interplay between solid, transparent, and translucent materials. At night, a translucent "glowing crown" will highlight the drama of activities at the Cultural Center and serve as a beacon of light for the Cultural Arts in the City of Pompano Beach.

Select the discipline(s) most appropriate for the project, or program (you may select up to five - use the "drop down" box feature.

Program Area

- Arts and Culture-Theatre
- Arts and Culture-Music
- Arts and Culture-Dance
- Arts and Culture-Media
- Arts Education-Arts Education/ Theatre Instruction
- Publicly owned and operated

4. Program Narrative

Provide a summary of organizational scope of services for the proposed project, and a proposed project timeline. An explanation of how the funds will be utilized

Enter the Project's Start Date and End Date:

Project Start Date

03/27/2012

Project End Date

05/01/2015

Program Narrative

Tourist Development Tax Capital Grant funds will be used to complete construction of the new Cultural Center. 100% Construction Documents are in final preparation and are due for County (Public Library) and City (Cultural Center/Arts Plaza) review in mid-February. Once the Construction Documents are approved, permitting will take place, and the project should break ground (April/May 2014).

The Pompano Beach Cultural Center Program was developed as a split-level facility of 15,967 net assignable square feet, with a total gross square footage of 21,980 sf, in response to the following:

- Information gathered from the 2011 Needs Assessment for Facilities + Cultural Program completed by Webb Management Services, Inc. (See excerpt in Supporting Documents)
- Information gathered from the 2012 Business Plan for a Cultural Center at the Broward County Library by Webb Management Services, Inc.
- Program spaces based on List of Spaces (Scenario A) generated by Theatre Consultants Collaborative included in the Webb Management Business Plan and approved by the Pompano Beach City Commission.
- Recommendations based on site and budget considerations, opportunities, and constraints

The new Cultural Center, in conjunction with the Library, will serve as a significant catalyst for the redevelopment of a new Civic Campus, and the inclusion of the Cultural Center within the Public Library setting is an important element to complement the programmatic needs of the Library as well as to offer a truly unique and vibrant place within Pompano Beach. Goals set forth in the Downtown Pompano Connectivity Plan will be achieved by bringing together cultural, educational and community programs that are aligned in a singular and significant setting at the heart of the community.

The "heart" of the facility is the Multi-Purpose Performance & Event Space. This space shall have the highest capacity, highest level of flexibility, and highest degree of theatrical functionality possible. This includes a flexible performance space with retractable raked seating that can be withdrawn to allow for flat floor cultural uses, seated dinner configurations, and other event uses. A Digital Media Center will build upon and create synergy with the Library's offerings will be provided, allowing the Cultural Center to provide unique programs and a cultural destination for people of all ages and interests. The facility's Visual Arts Gallery adjacent to the entrance to the Performance & Event space will provide for arts and other exhibitions within a featured location of the Cultural Center.

Broward County Tourist Development Tax Capital Challenge Grant Application

The facility will provide a high quality space exceeding those of other local venues and facilities. The technical features (including lighting, sound, and other technology) will exceed those housed in other existing local spaces. The facility shall provide a higher quality of audience amenities and experience, including arts-specific ticketing, concessions, and reserved seating. Activities and events will also expand outside the building. In the large public plaza in front of the building, there can be, for example, concerts and street theatre held during the summertime. These will create a vibrant environment within and without the building, and will support the ambition of bringing the community together in a productive and engaging environment open to all.

Multi-Use Performance & Event Space - 7,001sf Digital Media Studio - 2,833sf

Visual Art Gallery - 941sf

Cultural Center Public Spaces - 3,135sf

Offices - 715sf

Services - 1,342sf

Sub-Total NASF - 15,967

Unassigned Space (Gross Area) - 6,013 Total Building GSF - 21,980

5. Criteria (a) Marketing Plan Strategy Criteria (d) Criteria (e)

(a) Sufficiency of marketing plan/strategy. Provide a detailed marketing plan/strategy, including information of the organizations, or individual(s) who will be responsible for said plan.

Marketing Strategy

Marketing Plans will be developed during 2014 prior to the Cultural Center's opening in 2015. It is anticipated there will be a substantial funding commitment to out-of-market advertising and promotion of Broward County with the intent of attracting overnight visitors to hotel(s) within Broward County.

The overall objective of the Pompano Beach Cultural Center Marketing Plan will be to promote the arts through Owned, Earned and Paid media channels that promote the arts to local, regional, and national markets.

Owned Media: Promotion channels that the City of Pompano Beach controls, including website, Facebook Page and Twitter account, etc.

Earned Media: Positive publicity gained through public relations and promotional efforts other than advertising.

Paid Media: Positive publicity gained through paid advertising, participation in trade shows, and other promotional efforts that require expenditure on the part of the tourism organization.

Pompano Beach Cultural Arts Marketing Strategies

- Utilize a combination of Owned, Earned and Paid media channels to maximize effectiveness of Cultural Arts marketing.

Broward County Tourist Development Tax Capital Challenge Grant Application

- Utilize Owned and Earned media channels, including City of Pompano Beach and Pompano Beach CRA website, Facebook, Twitter and any partner sites to distribute information about upcoming events and activities.
- Continue to develop quality programming for the Pompano Beach Cultural Center.
- Develop campaigns, based on a new Pompano Beach Cultural Arts brand and supporting message points, to market to local/regional/national markets

(d) List the number of projected hotel room nights generated annually within the boundaries of Broward County.

(Number of room nights)

1000+

(e) Contribution to Broward County's reputation as an attractive destination for tourists.

Tourism Impact (Demonstration of how the project will generate hotel and motel (lodging) "bed nights".)

Describe the number of projected hotel room nights generated annually within the boundaries of Broward County, and how the project will contribute to Broward County's reputation as an attractive destination for tourists.

In 2011/12, the Webb Management Business Plan for the new Pompano Beach Cultural Center projected that in its first full year of operations, event attendance could exceed 27,000. Using the Broward County average for all audiences, this would result in approximately \$700,000 in local ancillary spending, including \$143,100 in expenditures for lodging (one night) using the 2007 analysis "Economic Impact of Nonprofit Arts and Culture Organizations and their Audiences in Broward County, FL" (Americans for the Arts).

The average daily rate for rooms was \$124.87 in Broward County in December 2012. If expenditures by attendees of the new Pompano Beach Cultural Center follow the County trend, this would translate into more than 1,100 room nights resulting from activities at the Center.

In Broward County, cultural tourism includes both the arts and local indigenous culture—visitors enjoy and consume both. This definition covers a wide range, including both what might be called Culture (centering on the arts) and what might be called culture (centering on ethnic traditions and expression). Because the arts can be, and often are, rooted in particular local ethnic cultures, the two overlap and reinforce one another, but they are two different aspects of cultural tourism. They, each and together, present opportunities for strengthening Broward's cultural tourism.

Current Cultural Arts offerings in Pompano Beach include theater and concerts in the City's Community Centers, tours and art exhibitions at the Sample-McDougald House, monthly events such as Music Under the Stars, public programs by the Pompano Beach Historical Society, and special events throughout the year.

The future Cultural Arts activities outlined for the Pompano Beach Cultural Center and within the City's adopted Cultural Arts Master Plan will entice visitors to the City's beaches, hotels and small lodgings and position the City as a Cultural Arts destination, making Pompano Beach a more interesting destination and encouraging guests to stay longer and take in a little more of the artsy side of "Florida's Warmest Welcome".

Broward County Tourist Development Tax Capital Challenge Grant Application

Broward County, in conjunction with its Tourist Development Council and Broward Cultural Council has formed a Cultural Tourism Committee (CTC) that is working in 2014 with the Broward County Cultural Division to create a Centennial Event.

Broward County was founded on April 30th, 1915. In 2015, the County will celebrate its Centennial. As of 2010 the population was 1,748,066, which is the second most populous county in Florida. The centennial creates an opportunity to celebrate the past as well as look forward to the future.

The fact that a county is 100 years old is not a wide spread newsworthy item. The goal of the centennial celebration is to create new awareness of the attributes of Broward County and engage the community. Research of other centennial celebrations illustrated a significant coordination effort with event organizers, local schools, the business community, and city and county governments.

Programming at the Pompano Beach Cultural Center can include working with the CTC and Broward County Cultural Division to incorporate Centennial celebration programming during the County's 2015 event.

6. Criteria (b) Scope and Reach of Organization Criteria (c) Community Need

Describe the impact, scope and reach of the organization. Provide statistical information for the reader that demonstrates the countywide or regional impact of the organization (audiences served and/ or membership growth).

(b) Scope and reach of organization.

Centrally located on Florida's famous Gold Coast, today Pompano Beach covers more than 25 square miles in northern Broward County. The City has just over 100,000 residents. Pompano Beach is located on the southeast coast of Florida, midway between Miami and Palm Beach, and just minutes from Ft. Lauderdale. Pompano Beach is the sixth largest of Broward County's 31 municipalities.

Currently, Cultural Arts activities in the City are programmed and coordinated through the City's Parks, Recreation, and Cultural Arts Department. Arts activities, take place in City Community Centers and recreational spaces that are generally heavily used for community programs as well as rentals such as private events, nonprofit meetings, fundraisers and celebrations.

In 2013, the City/Redevelopment Agency undertook and approved a year-long, community-based Cultural Arts Master Planning process to identify objectives/implementation strategies for future Cultural Arts programming, including:

1. A Vision for the Cultural Arts
2. Cultural Arts Venues
 - a. Pompano Beach Cultural Center
 - b. Pompano Beach Amphitheater
 - c. Hotel Bailey Arts Center
 - d. Ali Building Cultural Center
 - e. Sample-McDougald House -
3. Cultural Arts Operational Goals and Initiatives
4. Benefits/Economic Impacts
5. Future Cultural Arts Activities/Offerings
6. Cultural Arts Organizations
7. Potential Partners in Programming -- Regional

Broward County Tourist Development Tax Capital Challenge Grant Application

Community Need: What geographic area in Broward County does the organization serve? Have any surveys, focus groups or interviews been conducted with the community, residents, or audiences, to assess the need for this project? Are there any unique populations in the organization's service area? Describe how will this TDTCGP project enhance that area and serve these needs?

(Community Outreach Review Criteria)

The City of Pompano Beach is home to 102,239 residents of diverse socio-economic background (50.6% white, non-Hispanic; 28.9% African American; 17.5% Hispanic; 8.5% other). More than 20% of the population lives in poverty. To unite our diverse community in meaningful cultural, social, and civic engagement, the City of Pompano Beach is building a 21,980 sq. ft., state-of-the-art Cultural Center, a vital component of a comprehensive public-private redevelopment initiative guided by the Downtown Pompano Connectivity Plan.

Opening in 2015, the Pompano Beach Cultural Center will inspire artists to experiment and draw new audiences to Downtown Pompano. Innovative programming will celebrate the City's diverse history and nurture budding cultural organizations. Adjacent to City Hall and new Broward County Library, cultural, literary and civic activities will be juxtaposed at a vibrant, walkable hub and spill out onto a new Arts Plaza, into historic Old Pompano and along MLK Boulevard.

The Pompano Beach community, arts organizations and individual artists have participated in a three-year planning process culminating in a Cultural Arts Master Plan (PompanoBeachArts.com) that clearly identifies a Vision and Operational Goals for implementation. Arts disciplines, intertwined with innovative new library programming and a commitment to state-of-the-art digital technology throughout, promise to bring younger audiences and participants to both the traditional and contemporary arts.

Beginning in January 2011, the City of Pompano Beach worked with Webb Management, Inc. (New York) to conduct needs assessment to identify what cultural activities might create a program for the proposed Civic Campus. Webb conducted one-on one interviews with Pompano Beach residents and with representatives from Broward County, surveyed Broward County cultural organizations to identify demand for facilities for performance, rehearsal, teaching, production, storage and administration, and:

- reviewed City/CRA initiatives, arts and cultural activities in Pompano Beach and Broward County within the context of the 'arts as an industry' and economic, technological, environmental and social issues.
- presented trends in cultural participation by arts audiences, including a discussion of ethnically specific participation.
- analyzed Pompano Beach audiences, defining markets and characteristics of four segments:
 - . • the City of Pompano Beach
 - . • the 10-mile Radius surrounding the Northwest CRA
 - . • the 30-mile Radius surrounding the Northwest CRA
 - . • the US (when applicable) for context
- presented information regarding second homeowners and tourists.

The study effort found:

- latent demand for cultural programming given the characteristics of the population and limited local mix and levels of cultural programming and space.
- an inventory of local facilities of relatively low quality, low level of theatrical functionality and with limited seating capacity and availability that could be negatively affecting the presence and development of cultural organizations and programming as well as meeting and event activity.
- gaps for film, family arts, and touring dance, comedy and theatre programs. opportunities to strengthen and expand cultural activity with new and improved facilities.
- a number of interested and qualified partners to support the animation of new space.
- great potential for arts and cultural facilities and activity to contribute to the City's development plans, contributing to downtown development and vitality, economic development, quality of life and improving the regional profile of Pompano Beach.

A community meeting was held in May 2011, and Webb Management finalized a report in July 2011, including the following opportunities for programming and facility components in Pompano Beach:

Community Arts Education and Digital Media Facilities for Life Long Learning:

Pompano Beach has a need and opportunity to develop facilities and programming to build on existing offerings provided by the Parks, Recreation and Cultural Arts department, providing active arts education experiences for people of all ages in facilities appropriate for these types of activities. Other potential partners include the County Library, local artists, the school district, arts organizations and community colleges.

Flexible Performance, Meeting and Event Space for 300 to 400: The nature of the demand identified in the assessment suggests potential for a mid-sized space that can accommodate a variety of uses and users, from live performance to temporary art installation to meetings, special events and other activities, accommodating activity around the clock.

Artist Studio Center and Incubator: The Needs Assessment also suggested demand for more adequate artist workspace as well as sufficient retail and exhibition space.

300 to 600 seat Traditional Performance Space: At this time, there is limited rental demand for a traditional fixed-seat small to mid-sized proscenium theater. However, given some desire and demand for a more traditional space, and the potential for the cultural community to develop and increase demand for such a space, this type of facility could certainly be viable in the mid to long-term, particularly if it were programmed and positioned in unique ways.

In 2013, the City/Redevelopment Agency undertook and approved a year-long, community-based Cultural Arts Master Planning process to identify objectives/implementation strategies for future Cultural Arts programming, including focus group discussions, public meetings and community presentations.

7. Criteria (f) Organizational capacity and financial stability of the applicant

Organizational Capacity(f) Organizational capacity and financial stability of applicant(s). Describe the organization's record for developing resources and effectively implementing programs. Evidence of the competence of administrative staff and volunteer qualifications. Evidence of board involvement in sound financial management, planning, effective governance, fund raising, and policy development.

Broward County Tourist Development Tax Capital Challenge Grant Application

Organizational Capacity

City of Pompano Beach Comprehensive Annual Financial Reports (CAFR) are attached demonstrating the City's ability to fund the new Pompano Beach Cultural Center.

The City was incorporated in 1947 and covers an area of approximately 25 square miles. The legal authority by which the City was created and is governed is its charter, which was derived from Chapter 57-1754, Special Acts 1957, as amended. The City is governed by an elected five member district commission and a mayor at large. In addition to general government services, the City also provides community planning and redevelopment, public safety, public works and culture and recreation services to its residents. Furthermore, the City's water and sewer, stormwater, sanitation, golf, pier and airpark operations are reported as enterprise funds.

Located in Broward County, Florida, the City is centrally located between Palm Beach and Miami, and is the year round home to 102,239 residents. During the peak season (September through March), this number increases to nearly 150,000. As the name implies (Pompano - a species of in-shore tropical game fish) the City is famous for some of the world's best sport fishing and is locally known as the "dive capital" of Broward County. Once a thriving agricultural community, the City has evolved into a warehouse/distribution hub for a wide range of companies that service the over 5 million residents of the South Florida market. The Pompano Beach Air Park is also home to the famous Goodyear Blimp.

The City offers 3 miles of beautiful shoreline and the City's public beach has been declared a Blue Wave Award winner since 2000. Additionally, in 2005 the City was named an All-America City. The All-America City Award is America's original and most prestigious community recognition award honoring communities in which community members, government, businesses and non-profit organizations work together to address critical local issues. The City has also been declared a Tree City USA for the twenty-fourth year and is committed to enhancing its tree canopy and providing shade and fresh air to residents and guests. Due to its mild year round climate, visitors to the City can also enjoy its beautiful parks, beaches, boating, fishing, scuba diving and all other types of outdoor recreation.

Due to its tremendous transportation links, the City is now home to over 30 million square feet of industrial/warehouse/distributions space, which includes regional headquarters for companies such as Aetna, Aquathin, Associated Grocers, FedEx Ground and Stimpson Co. The City provides access to both the Florida Turnpike and Interstate 95 and also provides access to both the CSX and FEC railroads.

By 2030, Pompano Beach will be an even greater place to live along the Atlantic coast of South Florida. The sense of place and family, the distinctive architecture, the broad range of amenities, the comparative diverse economic sectors will make it a draw for many people. At the same time, the location and talent that exists in the City make it a very attractive site for businesses to locate and grow. Pompano Beach is a city of great places and of great opportunity.

Describe the board/trustee approved collaborations, or formal alliances with local (cultural) organizations or community organizations.

Collaborative Efforts, Alliances, and Partnerships.

The City of Pompano Beach is the sole applicant for funding from the Broward County TDT Capital Grant for the Pompano Beach Cultural Center.

Since the beginning of the 2011 Cultural Arts Needs Assessment, discussions have been held with local arts organizations to involve the arts community and cultural organizations in plans for the new facility, including the following:

Rock Road Restoration Historical Group

The Rock Road Restoration Historical Group is the culmination of many meetings, strategizing sessions, and the realization of a dream long deferred. A small group of like-minded residents began meeting to discuss how they could record, preserve and find a way to let citizens see and hear the contributions of earlier Colored/Negro/Black/African American settlers. The Historical Group is currently in discussions with the CRA to become a resident tenant of the Ali Building and will be an important partner in development of future historic tours and other cultural activities.

Old Dillard Foundation

The mission of the Old Dillard Foundation is to facilitate collaborative relationships and actions that allow and assure sustainable resources to support successful museum programs and projects that celebrate the pride, history and culture of the African American community and to be widely recognized for board excellence in governance, fund raising and stewardship in support of the African American heritage and culture. Old Dillard Foundation is currently in discussions with the CRA to act as Programming Consultant to coordinate tenant and programming activities for the Ali Building.

Ashanti Cultural Arts & Enrichment, Inc.

Ashanti Cultural Arts provides a variety of programs to enrich lives of all youngsters and adults through instruction in dance, music, literacy and wellness. Ashanti is dedicated to providing outreach programs to underserved communities throughout Palm Beach, Broward, and Dade Counties. Ashanti Cultural Arts is currently in discussions with the CRA to become a resident tenant of the Ali Building.

South Florida Artists Association

South Florida Artists Association is a non-profit organization that strives to promote and provide opportunities for the local artists of South Florida. SFAA focuses its efforts on the professional development of visual artists, performing artists and musicians. SFAA members have been actively involved in the CRA's ArtHall event, and it is anticipated that the organization and its members will provide key support for programming activities in the Hotel Bailey.

Curtain Call Playhouse

The mission of Curtain Call Playhouse is to promote cultural, educational and entertaining events through the medium of live theatre, while striving to preserve the highest professional standards; to develop and offer educational programs for children in the cultural medium of live theatre; and to develop and maintain community outreach efforts for the underserved segments of our community. With the opening of the new Pompano Beach Cultural Center, it is anticipated that Curtain Call will be able to significantly increase the number and quality of its theatrical productions, which currently take place in the City's Community Centers.

American Legion Symphonic Band

The American Legion Symphonic Band, under the direction of Mr. James McGonigal, is a 501(c)(3) non-profit organization, sponsored by the American Legion 9th District, which comprises the entirety of Broward County. With over 75 professional and amateur musicians who volunteer their time and talents, the band provides live music for enjoyment throughout the tri-county area (Broward, Palm Beach, and Miami-Dade).

Broward County Tourist Development Tax Capital Challenge Grant Application

South Florida Chamber Ensemble

The South Florida Chamber Ensemble is new to Pompano Beach in 2013/14. Concerts take place on Saturdays at 7:30pm and Sundays at 3pm at the Emma Lou Olson Center. General admission is \$15 and students, seniors and military pay only \$10. Children under 12 are free with a paid adult admission.

Pompano Beach Historical Society

The Pompano Beach Historical Society's mission is to collect, preserve and publicize the history of the greater Pompano Beach area. Pompano Beach Historical Society provides programming throughout the year, and members of the Historical Society have been involved in discussions from the beginning of the 2011 Cultural Arts Needs Analysis.

Sample-McDougald House Preservation Society

The historic Sample-McDougald House (1916), now located at Pompano Beach Centennial Park, 450 NE 10th Street, is one of South Florida's most historic structures, dating from the pioneer era of northern Broward County. The house was built on Dixie Highway, but was moved to its current site to insure its preservation.

Pompano Beach Friends of the Library, Inc.

The Pompano Beach Friends of the Library supports after school programs at Broward County Libraries in Pompano Beach and the recent AWESOME 2013 summer program "Dig Into Reading". Friends also supports the following programs: Nona Roy Book Award; Annual Author's Reception; Members Reception; and Community Outreach events.

Puppetry Center of the Americas

The Pompano Beach CRA has engaged in discussions with a prospective Cultural Arts organization regarding creation of a Puppetry Center of the Americas. A new non-profit organization would need to be created to manage a facility in the Old Pompano commercial district. The new organization could host exhibitions of puppets and the art of puppetry. It is anticipated that future performances would be programmed at the new Pompano Beach Cultural Center on the Civic Campus.

8. Criteria (g) Financial Information

Please provide a summary of the organization's financial information. The detail will be submitted in Attachment 1 the Excel sheet (Income, Expenses, In-Kind Volunteer).

INCOME/ REVENUES:

Total Income Recently Completed Fiscal Year

Total Income Current Fiscal Year

220,505,844

Total Income Next Fiscal Year

\$226,018,490

Broward County Tourist Development Tax Capital Challenge Grant Application

EXPENSES:

Total Expense Recently Completed Fiscal Year

Total Expense Current Fiscal Year

220,505,844

Total Expense Next Fiscal Year

\$226,018,490

Total Project Budget:

Total Project Budget:

\$11,000,000

Describe sources and composition of the Matching Funds for the project:

Matching Funds

Applicants must provide matching funds via cash contributions in a minimum ratio of two dollars matching funds to one dollar grant funds (2:1). Match funds must be detailed: any in-kind match must be identified and may not exceed 30% of the total projected cost; matching funds derived from projected earned income is not allowable under TDT-CCGP. The amount and source of all funds for the proposed project must be disclosed at the time of application. Broward County heavily discourages applicants from including projected amounts and/or anticipated revenue from fundraising or other activities. Only funds identified as "on hand" at the time of application will count towards required match.

The total budget for the Pompano Beach Cultural Center is \$11 million. Identified funding for the project including the Civic Campus/Arts Plaza is \$5.8 million, approximately a 9 to 1 match for expenses the Pompano Beach Cultural Center (\$4.3 million).

Committed Funding for Pompano Beach Cultural Center/Arts Plaza -- \$11 million

City of Pompano Beach -- \$4.3 million

Pompano Beach CRA -- \$1.8 million

(Future Allocation Required -- \$4.8 million)

Related Downtown Cultural/Arts Projects Funding:

Broward County Library Component -- \$11 million

CRA Cultural Art Facilities -- \$2.4 million

Downtown Pompano Streetscape -- \$8 million

Pending Funding:

Florida Department of Cultural Affairs \$5 million

ArtPlace America Grant - \$5 million

9. Project Budget Description

Explain how the funds will be utilized, including amount requested, total project budget, and an itemized description of the budget. Complete the Excel Form as Attachment XYZ

(Program Budget Narrative)

The total budget for the Pompano Beach Cultural Center is \$11 million. Identified funding for the project including the Civic Campus/Arts Plaza is \$5.8 million, approximately a 9 to 1 match for expenses for the Pompano Beach Cultural Center (\$4.3 million).

The \$11 million budget includes:

- Architectural Services - Fees for design work, including schematic design, design development, construction documents, bidding & negotiation, and construction oversight.
- General Requirements - Field engineering, shop drawings, allowances, construction photographs, quality control, LEED administration, temporary facilities, waste management.
- Site Construction - Site clearing, water & sewer work, underground utilities & building services, paving & drainage work, irrigation systems, earthwork, & landscaping.
- Concrete - Structural cast-in-place concrete for footings & miscellaneous beams, architectural site & pre-cast panels, & special concrete toppings & finishes.
- Masonry - Concrete unit masonry and reinforced concrete unit masonry construction.
- Metals - Structural steel, metal fabrication, steel joists and decks, metal framing, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.
- Wood and Plastic - Finish carpentry, interior architectural casework, and floor finish at Multi-Purpose Room.
- Thermal and Moisture Protection - Waterproofing, fireproofing, modified bituminous built-up roofing, metal roofing, and sealants.
- Doors and Windows - Impact resistant aluminum storefront/curtain wall systems, hollow metal doors and frames, interior aluminum storefronts, wood doors, & door hardware.
- Finishes - Stucco, drywall, VCT & linoleum flooring, ceramic & quarry tile, & carpet finishes throughout. Also includes acoustical wall & ceiling insulation.
- Specialties - Project signage, lockers, metal storage shelving, toilet accessories, and fire extinguishers.
- Equipment - Project passenger elevators and freight elevator.
- Furnishings - Full buildout of the Cultural Center's Performance & Event Space, Digital Arts & Media Center, offices and public areas.
- * Mechanical - Pumps, motors, sprinkler systems, plumbing fixtures, water heaters, HVAC controls, boilers, furnaces, air-conditioning units, chiller plant, fans, etc.
- Electrical - Wires & cables, transformers/switchgear, panel boards, fuses, disconnect switches, lighting, fire alarm & public address systems, & lighting control.

10. Criteria (h) Priority Given To Projects

Priority will be given to projects that demonstrate the following elements: 1.) Are shovel ready (already designed and permitted, including that the applicant has received all governmental and/or regulatory permits); 2.) Exceed the 2:1 match requirement; 3.) Achieve geographic distribution of TDT Capital Challenge Grant Program dollars across Broward County; or, 4.) Demonstrate substantial funding commitment to out-of-market advertising and promotion of Broward County with the intent of attracting overnight visitors to hotel(s) within Broward County.

Broward County Tourist Development Tax Capital Challenge Grant Application

Describe how your project will meet these "priority" items.

1) 100% Construction Documents are in final preparation and are due for County (Public Library) and City (Cultural Center/Arts Plaza) review in mid-February. Once the Construction Documents are approved, permitting will take place, and the project should break ground (April/May 2014).

2) Total budget for the Cultural Center is \$11 million (22:1 match). Committed funding for the Center is currently \$4.3 million (~9:1 match).

3) Pompano Beach's needs and efforts are in line with County plans and goals for arts and cultural development in the coming years. CreativeBROWARD 2020 is a ten-year plan that aims to organize the economic development of the creative sector in Broward County. It addresses the development of the creative economy, public art and design and cultural tourism. It also offers a number of key policy and infrastructure recommendations as well as a new signature international festival of creativity and other programming and positioning opportunities. Over the course of the planning process, which was completed in 2010, Division leadership heard need for arts facilities in the northern end of the County.

4) Marketing Plans will be developed during 2014 prior to the Cultural Center's opening in 2015. It is anticipated there will be a substantial funding commitment to out- of-market advertising and promotion of Broward County with the intent of attracting overnight visitors to hotel(s) within Broward County.

11. Fiscal Sponsorship and Collaborations (optional)

Fiscal Sponsorship and Collaborations:

Fiscal sponsors listed- Should an applicant propose collaboration with other party/entity for purposes of marketing, advertising, financial arrangements or other programming, such agreement must be disclosed at the time of application and agreements, signed by duly authorized representative of each entity, must be submitted as part of the application. Collaborative applications must clearly define in the Narrative how the relationship enhances tourism and destination attractiveness, beyond what the individual entities produce on their own.

Not applicable.

The City of Pompano Beach is the sole applicant for funding from the Broward County TDT Capital Grant for the Pompano Beach Cultural Center.

12. Criteria (j) Documented need for renovation or expansion, or completed

j) Need for Construction Project: In Attachment XYZ upload any preliminary drawings or completed architectural plans, and feasibility studies that document the need for the proposed project. Describe, below, the documented need for the renovation or expansion, or the completed feasibility study for project based on acquisition and new construction. (l) Describe how the project demonstrates consistency with the Broward County community's local cultural action plan. (m) Does the project have historic or architectural significance. (n) Describe how the project reflects energy efficient use in design and operation. (o) Applicant is an established organization/entity with no negative grant history. (p) Applicant has or will employ qualified professional staff for the provision of programming and services.

(Need for Project Assistance)

k) The Pompano Beach Cultural Center Program was developed as a split-level facility of 15,967 net assignable square feet, with a total gross square footage of 21,980 sf, in response to the following:

- Information gathered from the 2011 Needs Assessment for Facilities + Cultural Program completed by Webb Management Services, Inc. (See excerpt in Supporting Documents)
- Information gathered from the 2012 Business Plan for a Cultural Center at the Broward County Library by Webb Management Services, Inc.
- Program spaces based on List of Spaces (Scenario A) generated by Theatre Consultants Collaborative included in the Webb Management Business Plan and approved by the Pompano Beach City Commission.
- Recommendations based on site and budget considerations, opportunities, and constraints

The new Cultural Center, in conjunction with the Library, will serve as a significant catalyst for the redevelopment of a new Civic Campus, and the inclusion of the Cultural Center within the Public Library setting is an important element to compliment the programmatic needs of the Library as well as to offer a truly unique and vibrant place within Pompano Beach. Goals set forth in the Downtown Pompano Connectivity Plan will be achieved by bringing together cultural, educational and community programs that are aligned in a singular and significant setting at the heart of the community.

l) • Pompano Beach's needs and efforts are in line with County plans and goals for arts and cultural development in the coming years. CreativeBROWARD 2020 is a ten-year plan that aims to organize the economic development of the creative sector for the first time. It addresses the development of the creative economy, public art and design and cultural tourism. It also offers a number of key policy and infrastructure recommendations as well as a new signature international festival of creativity and other programming and positioning opportunities. Over the course of the planning process, which was completed in 2010, Division leadership heard need for arts facilities in the northern end of the County.

m) Historical Significance. The new Pompano Beach Cultural Center is sited directly south of the historic Old Pompano commercial district. Adjacent to City Hall and new Broward County Library, cultural, literary and civic activities will be juxtaposed at a vibrant, walkable hub and spill out onto a new Arts Plaza, into historic Old Pompano and along MLK Boulevard.

Architectural Significance. Given both the new Cultural Center's location as a terminus of the Downtown Pompano Connectivity Plan and the ambitious cultural goals for the new facility, the

Broward County Tourist Development Tax Capital Challenge Grant Application

City of Pompano Beach demanded iconic architecture. The project's design responds with a bold "inverted L" massing and structure that creates a central courtyard and pleasant breezeways that encourage Cultural Center and Library patrons to intermingle and move easily to a large public plaza in front.

The exterior of the building creates interplay between solid, transparent, and translucent materials. At night, a translucent "glowing crown" will highlight the drama of activities at the Cultural Center and serve as a beacon of light for the Cultural Arts in the City of Pompano Beach.

n) Sustainable Design is an important component of the building program for the new Cultural Center/Library building. Project is designed to meet the requirements of LEED 2009 for New Construction and Major Renovations.

It is important to note that the building design increases community connectivity and encourages use of public transportation due to its open and pedestrian friendly massing and access. Proximity to County and City bus lines increase this connectivity. Bicycle racks and showers for staff, as well as dedicated spaces for vanpools and carpools also help reduce requirements for vehicular traffic on site.

Stormwater is handled on-site and filtered to provide for both quantity and quality control. Heat island effect is mitigated by a reflective roof, and light pollution is reduced by providing full cut-off fixtures with carefully studied photometrics that limit light spillout to neighboring parcels. Building interior lighting is also provided with occupancy sensors and a building management system to avoid interior light pollution.

Project is designed to use 30% less water by specifying low flow and efficient plumbing fixtures. Irrigation water required is also reduced by specifying native and drought tolerant plant material, as well as providing a cistern that captures rainwater from the roof, which is then utilized for irrigation.

Project is designed to use approximately 25% less energy than an ASHRAE 90.1 standard building, via use of occupancy sensors, energy efficient lighting, efficient HVAC equipment, and a Building Management System designed to meter and monitor energy consumption by use so that building owners and occupants are accountable for energy use. Refrigerant systems are specified to be environmentally friendly.

(o) Applicant is an established organization/entity with no negative grant history.

(p) Applicant has or will employ qualified professional staff for the provision of programming and services.

13. Mission Statement

Express the mission statement of the organization.

(Mission Statement)

A Vision for the Cultural Arts

Pompano Beach will be a Cultural Arts destination in north Broward County, featuring innovative arts programming that includes the visual arts, music, film, theater, dance, public art, history, and historic preservation for the enjoyment and enrichment of residents of and visitors to Pompano Beach, Broward County, and the greater South Florida area.

Value Statement #1: Cultural Arts programming will be created and presented in state-of-the-art facilities.

Value Statement #2: The unique character of the Pompano Beach program will be enhanced through digital media support of and cultural education opportunities in all art disciplines to bring younger audiences and participants to both traditional and contemporary arts.

14. Demographic Information

Describe the demographic composition of the organization's staff, board, and volunteers. Enter the "number" (not percentage) of members in each category are minorities, senior citizens, and persons with disabilities.

BOARD- Please tell us about the composition of your Board.

(Board Disabled)

0

(Board African American)

1

(Board Latin American)

0

(Board Asian American)

0

(Board Native American)

0

(Board Seniors)

2

Broward County Tourist Development Tax Capital Challenge Grant Application

(Total Board Members)

6

STAFF- Please tell us about the composition of your staff.

(Staff Disabled)

(Staff Minorities)

(Staff Seniors)

(Total Staff)

VOLUNTEERS- Please tell us about the composition of your volunteers.

(Volunteers Disabled)

(Volunteers Minorities)

(Volunteers Seniors)

(Total Volunteers)

15. ADA Compliance

Americans With Disabilities Act - Answer the questions for ADA compliance, using the "drop down" box (yes / no), as appropriate.

Project accessible to persons with disabilities?

Yes

If 'No,' is accessibility part of long range planning

<None>

Policies and procedures been established?

No

ADA Self Evaluation of facility been conducted?

No

Complaint process in place?

No

Is ADA information posted?

No

Are Staff Members informed and trained?

No

Provide the designated staff person who is responsible for Section 504, ADA, and Florida Statutes 553 compliance.

Name of ADA compliance officer

Phyllis A. Korab, Assistant City Manager

Please select the Commissioner districts that will be served by your funded projects /programs next year.

Broward County Tourist Development Tax Capital Challenge Grant Application

Geographical Area Served

- District 2
- District 4
- District 9
- All Districts

16. Certification

The applicant certifies that the data in this application and its various sections, including budget data, are true and correct and that the filing of this application for funding by the Tourist Development Tax Capital Challenge Grant has been duly authorized.

(Name and Title of CEO)

Dennis Beach
City Manager
City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, 33060
954-786-4601
dennis.beach@copbfl.com

Primary contact for this application request (Development Director, or Project Administrator)

First Name:

Brian

Last Name:

Donovan

Title:

Assistant to the City Manager



Tourist
Development Tax
Capital Challenge
Grant Program
(TDT-CCGP)

Tourist Development Tax Capital Challenge Grant Program
(TDT-CCGP)

Application Guideline FY 2015
(October 2014 through September 2015)

Fiscal Year

2015

Deadline: February 15, 2014
on, or before, 11:59 PM

Broward County Board of County Commissioners /Broward Cultural Council



Broward County Cultural Division



**Broward County Cultural Division
Tourist Development Tax Capital Challenge Grant Program (TDT-CCGP)
FY2015 Guideline (October 1, 2014 - September 30, 2015)
Application and attachment outline**

Funding period: October 1, 2014 - September 30, 2015

Purpose – The Tourist Development Tax (TDT) is a local sales tax, authorized and governed by Florida Statute 125.0104. In 1980, Broward County Ordinance #80-70 authorized the Board of County Commissioners to levy and impose a two percent (2%) TDT. Periodically, Broward County receives requests for financial assistance from local municipalities or NPOs to support capital projects using proceeds from this tax. If an applicant is seeking capital funds and is otherwise ineligible under the County's existing Cultural Division Grants Program solicitations, the following guidance must be followed. Any award and expenditures of tourist development tax funds must comply with the express authorized use(s) of such funds pursuant to Florida Statutes Section 125.0104. Applicants shall ensure that the proposed use(s) and, if awarded, the actual use of the tourist development tax funds are expressly permitted by Section 125.0104, and shall provide documentation sufficient to substantiate same to County upon request.

Deadline- All applications must be submitted electronically online on, or before, **February 15, 2014** at 11:59PM. Late applications cannot be accepted without specific action by the Board of County Commissioners. Applications filed electronically online: Any application filed electronically online must be filed by midnight of the deadline listed as described. If such deadline falls on a Saturday or Sunday, the deadline shall automatically become midnight of the following Monday. If the deadline falls on a Broward County, State of Florida, or national (federal) holiday, the grant deadline will become midnight of the following business day.

Who May Apply:

A public entity or a nonprofit organization that has been operational in a tourism-related discipline(s) or administered tourist-related facilities or activities for a minimum of five (5) uninterrupted years immediately preceding the date of application, which public entity or nonprofit organization meets the following qualifications:

(A) Nonprofit organization:

(1) Incorporated in and qualified to do business in the state of Florida.

(2) Has tax-exempt status under Section 501(c) subsections (3), (4), (5), (6) or (7) of the Internal Revenue Code.

(3) A copy of the most recent IRS determination letter must accompany the application, to confirm tax-exempt status.

(4) Has a governing board which meets regularly and operates under a set of bylaws, and has fifty percent (50%) of governing board members residing in Broward County.

(5) Which must have a bank checking account confirmed at the time of application.

(6) Whose principal office address, as recorded in the Secretary of State's Office, is in Broward County with a minimum of one (1) full-time staff position in that office.

(B) A public entity located primarily in Broward County, which is a municipality, state government agency, or political subdivision of state government, or sovereign Native American Nation; however, evidence of impact on countywide tourism and economic development must be demonstrable.

(C) Applicants may not have received TDT Capital Challenge Grant funding from Broward County in the previous five (5) years.

(D) A consortium or alliance or organizations may apply for a challenge incentive; however, all members of the consortium or alliance must meet all eligibility requirements. One (1) organization must be the lead applicant.

(E) An applicant can receive only one (1) TDT Capital Challenge Grant award during any five-year period and never again for the same project.

Requested Award Size:

Requests may be made in any amount up to Five Hundred Thousand (\$500,000), and any awarded grant is contingent upon available capital funds as determined annually by the Broward County Board of County Commissioners. Multiple year awards may be considered, but the total grant may not exceed \$500,000. The applicant must also demonstrate the ability to provide in-kind services and other available funding for the project equal to the amount requested as follows:

The cash matching portion shall be used solely for the project for which the TDT Capital Challenge Grant funds are awarded. The cash match may include: applicant's available cash-on-hand earmarked for the project; irrevocable contributions of cash that will be received and obligated by the end of the project period; the cost of site acquisition (for owned property) if acquired within three (3) years prior to the date of application, or the Broward County Property Appraiser's official assessed valuation if acquired more than three (3) years prior to the date of application.

T (total project costs) = A (amount requested) + B (cash match of A × 2) + optional C (in-kind services).

What may be funded:

- (a) Project funds may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote certain facilities as authorized by the Local Option Tourist Development Act (as authorized in Section 125.0104, Florida Statutes), including convention centers, sports stadiums, sports arenas, coliseums, auditoriums, aquariums, or museums that are publicly owned and operated, or owned and operated by non-profit organizations (NPOs) and open to members of the public, within the boundaries of Broward County. Leased facilities must also be located within the boundaries of Broward County.
- (b) Applicants must demonstrate how the project(s) will enhance Broward County as a tourist destination and a project must have as one of its main purposes a tourist-related component evidenced by the promotion of the activity, service, venue, or event thereby generating hotel and motel (lodging) "bed nights" as required by the Local Option Tourist Development Act (as outlined in Florida Statutes Section 125.0104).
- (c) The maximum award amount is Five Hundred Thousand Dollars (\$500,000).
- (d) Applicants must provide matching funds via cash contributions in a minimum ratio of two dollars matching funds to one dollar grant funds (2:1).
- (e) Project timelines may not exceed three (3) years from execution of grant funding award agreement with the County.
- (f) For leased property, the following will govern the project scope and the lease period required:

Project Scope	Minimum Number of Remaining Years on Lease Period at Time of Application
Equipment, capital fixtures (excluding office furniture)	10 years
Building renovation, improvement	20 years
Building expansion	30 years
Building construction on leased land	50 years

(g) General funding restrictions listed in Section 29.17(b) of the Broward County Administrative Code are applicable to a TDT Capital Challenge Grant Program's facility incentive except that facility funds may be used for capital construction or acquisition of real property.

Review Criteria: In order to be deemed responsive, an application for a TDT Capital Challenge Grant must be for a purpose expressly authorized by the Local Option Tourist Development Act (Florida Statutes Section 125.0104).

Review Panel: The Cultural Division will appoint a review panel of subject matters experts and hoteliers in March of each year to complete a Due Diligence Review (as described below) of each application and determine eligibility and proposed funding, if any, for each applicant. Application reviews will be completed prior to the commencement of the County's Budget Workshops, usually in June of each year. The review panel will consist of five (5) members: one (1) member who has served on the Broward Cultural Council ("Council") for at least five (5) consecutive years; one (1) member who is the Tourist Development Council liaison to the Council; and three (3) members who are hoteliers identified by the Cultural Division.

Scoring: Each application will be reviewed by the panel and given a narrative rating of: (1) High; (2) Medium; (3) Low; or (4) Non-Responsive/Ineligible. A copy of the Review Sheet that will be used by the review panel will be included with each application. Due Diligence Review will ensure verification of documentation submitted, including, but not limited to: active non-profit status, financial capacity and organizational capacity.

Review Criteria:

- (a) Sufficiency of marketing plan/strategy.
- (b) Scope and reach of organization.
- (c) Community need.
- (d) Number of projected hotel room nights generated annually within the boundaries of Broward County.
- (e) Contribution to Broward County's reputation as an attractive destination for tourists.
- (f) Organizational capacity and financial stability of applicant(s).
- (g) Appropriate documentation of all funding sources (e.g., cash match and other in-kind).
- (h) Priority will be given to projects that:
 - 1. Are shovel ready (already designed and permitted, including that the applicant has received all governmental and/or regulatory permits);
 - 2. Exceed the 2:1 match requirement;
 - 3. Achieve geographic distribution of TDT Capital Challenge Grant Program dollars across Broward County; or
 - 4. Demonstrate substantial funding commitment to out-of-market advertising and promotion of Broward County with the intent of attracting overnight visitors to hotel(s) within Broward County.
- (i) Ability to demonstrate legal proof of ownership or the right to undisturbed use of the leased property for the minimum number of remaining years on the lease period indicated above, and documentation and written explanation of any easements, covenants, or other conditions affecting the use of the site or facility, or both. The documentation may be in the form of an executed copy of a lease, deed, agreement for deed, title, or copy of a recent tax statement. If the application is for acquisition, the application must include a description of the site or facility, purchase price, and a letter of intent or contract to sell signed by the seller.
- (j) Documented need for renovation or expansion, or completed feasibility study for project based on acquisition and new construction.

- (k) Completed preliminary drawings or completed architectural plans.
- (l) Demonstrates consistency with the Broward County community's local cultural action plan.
- (m) Project has historic or architectural significance.
- (n) Project reflects energy efficient use in design and operation.
- (o) Applicant is an established organization/entity with no negative grant history.
- (p) Applicant has or will employ qualified professional staff for the provision of programming and services.

Application Requirements

- a. An explanation of how the funds will be utilized, including amount requested, total project budget, itemized budget (EXCEL attachment section) and documentation of existing bank checking account.
- b. Match funds must be detailed; any in-kind match must be identified and may not exceed 30% of the total projected cost; matching funds derived from *projected earned income* is not allowable under TDT-CCGP. The amount and source of *all funds* for the proposed project must be disclosed at the time of application. Broward County heavily discourages applicants from including projected amounts and/or anticipated revenue from fundraising or other activities. Only funds identified as "on hand" at the time of application will count towards required match.
- c. Explanation of "shovel readiness" of project; including explanation of design, permitting and construction status. (provide preliminary drawings or completed architectural plans as an attachment).
- d. Demonstration of how the project will generate hotel and motel (lodging) "bed nights".
- e. Fiscal Sponsorship and Collaborations: Should an applicant propose collaboration with other party/entity for purposes of marketing, advertising, financial arrangements or other programming, such agreement must be disclosed at the time of application and agreements, signed by duly authorized representative of each entity, must be submitted as part of the application. Collaborative applications must clearly define in the Narrative how the relationship enhances tourism and destination attractiveness, beyond what the individual entities produce on their own.
- f. Applicants must provide matching funds via cash contributions in a minimum ratio of 2:1.
- g. Project timelines may not exceed 3 years from notification of award from the County.

Eligibility Requirements- The eligibility requirements must be met at the time of application deadline. Applicants must have complied with all reports and audited financial reporting requirements of previous Broward County agreements, if any. An applicant organization may not apply under more than one organizational name in one Broward County fiscal year unless a new name is registered with the Secretary of State during that period. A **late** or **incomplete** application will not be eligible for funding. An incomplete application (i.e., missing attachments, lack of proper support materials, etc.) may be rejected at the Division Staff level and not recommended to the Panel for consideration. Applications with deficiencies will receive a lower score. An organization may submit only one application to the Tourist Development Tax Capital Challenge Grant Program (TDT-CCGP) per fiscal year.

Funding Restrictions - These funding restrictions are applicable to all Broward Cultural Council incentive programs unless such expenditures are specifically authorized in program guidelines. Funds may not be used for:

- (a) Expenses incurred or obligated prior to or after the award period.
- (b) Capital Construction or real property.
- (c) Interest or reductions or deficits or loans, fines, penalties or cost of litigation.
- (d) Prize money, scholarships, awards, plaques, certificates, or contributions.
- (e) Benefits and projects planned primarily for fund raising purposes.
- (f) Entertainment and promotions including related expenses such as receptions, food, beverages, flowers, t-shirts.
- (g) Projects or organizations whose primary purpose is not secular and programs where the primary effect of funding would be to support a religion.
- (h) Travel.
- (i) Any expenditure not authorized by Section 1-90 Broward County Code of Ordinances.
- (j) Matching funds from another Council funding program.
- (k) Admissions to cultural programs, exhibits or performances.
- (l) Projects that are restricted to private participation, including those programs which would restrict public access on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression (including, but not limited to, Broward County Code, Chapter 16½).
- (m) Telemarketing.

Application Deadline: February 15, 2014- 11:59 PM. All applications must be submitted electronically online on, or before, **11:59 PM.** Late applications cannot be accepted without specific action by the Board of County Commissioners. **Applications will be accepted between January 1st and February 15th of each year.**

Funding period: October 1, 2014 - September 30, 2015

Review and Scoring Process

Staff Review - The Division Staff reviews the application for its completeness and compliance with all program policies, guidelines, and requirements. Incomplete applications will not be forwarded to the review panel for consideration. Official documents such as corporate status, bylaws, and board roster are checked and verified for accuracy.

Peer Panelists - Appointed by the Broward Cultural Council, Peer Panelists consider the applications and rate them. Any panelists having a Conflict of Interest (as defined by Chapter 112, Part III, Code of Ethics, Florida Statutes) with an applicant is prohibited from participating in the evaluation process for that applicant's application.

Panel Meetings Are Public - Applicants are encouraged to attend and be prepared, if asked, to respond to questions panelists may have about their applications.

Scoring - Peer Panelists score applicants based upon review criteria as listed in the program's guidelines. Each application will be reviewed by the panel (consisting of no less than three members) and given a narrative rating of: (1) High; (2) Medium; (3) Low; or (4) Non-Responsive/Ineligible.

Funding Approval - *The Panel's recommendations are forwarded to the Board of County Commissioners for approval. Awards will take place subsequent to Budget Workshops and Board approval.*

Appeals Process

Applicants have two opportunities (oral and written) to appeal the Review Panel's recommendation regarding their applications. Each applicant must substantiate at least one of the following reasons for any appeal:

Reasons for an Appeal

1. The Review Panel failed to follow published procedures for applications and review.
2. The Review Panel acted in an unfair manner, or,
3. The Review Panel's decision was based on insufficient information through no fault of the applicant.

Oral Appeals at the Panel Review Meeting

After all applications have been scored by the panel, the Chair announces a break while scores are computed and ranked.

Chair inquires if the applicant wants to present an oral appeal based on any of the three reasons for appeals.

Speaking time is limited to three minutes per organization. The representative of the organization making the appeal must state on which of the three reasons the appeal is based. Upon conclusion of the oral appeal(s), chair asks if any panelist wants to alter a score for the applicant(s) making an oral appeal. Panelists must state the name of the applicant and a revised score at this time.

Revised scores for the appealing applicant are re-averaged and all scores are ranked.

Panel makes funding motions and votes on them.

Written Appeals

Written appeals are to be addressed to the Chair, Broward Cultural Council, 100 S. Andrews Avenue, Fort Lauderdale, FL 33301-1829 and submitted within 14 days of the date of the review panel meeting. Written appeals must state the reason for the appeal.

Staff will prepare a fact sheet concerning the application and scoring by the panel.

The appeals are then forwarded to the Council for consideration in an appeals workshop.

The appeals workshop occurs at the next Council meeting.

At The Appeals Workshop

- Chair opens public workshop.
- Chair calls upon organization(s) that submitted a written appeal. (Speaking time is limited to three (3) minutes per organization).\
- Chair calls upon Chair of the Review Panel to address the Council concerning the appeals(s).
- The Appeals Workshop is adjourned.
- Council Meeting Convened
- Council may discuss the appeal(s), may vote to alter the funding recommendations, or may vote on a motion concerning the funding recommendations on the consent agenda.
- If the motion on the consent agenda is passed, Chair explains the ramifications to the appealing applicant(s).

Managing Awards

Administration of the Award – Awardees will be first notified in writing by the Cultural Division.

Revisions and Defining Units of Service - Before an Agreement can be issued, awardees are asked to provide updated information regarding changes in the project/program that have been made since the date of the original application. At that time the awardee also will be asked to help define the “units of service” that serves as the basis on which the funding will be distributed.

Agreements and Workshop - After submitting revisions, and the units of service are defined, awardees are sent an agreement for services which will have to be executed in a timely manner. A workshop is offered, as well as a detailed administration manual to assist in managing the agreement.

Change Requests – Awardees must keep the Contract Administrator informed about any changes in the project or program that effect the provisions found in “Exhibit A” of the agreement. All changes must be submitted on a *Change Request* form prior to their implementation.

Invoices and Project Evaluation Reporting - Awardees are required to keep accurate records and receipts of funded activity and document such on invoices and final Project Report (Exhibit B) (submitted online) to the county. Payment of all funding is on a reimbursement basis, contingent upon successful completion of the project or program and meeting the requirements of the (contract) agreement.

Insurance Requirements - If insurance is required by the County's Risk Management Division, the awardee shall furnish a Certificate of Insurance or endorsements evidencing the insurance coverages specified by the agreement and such Certificate of Insurance shall be attached and incorporated as part of the agreement. Such required Certificate shall be provided prior to the awardee beginning

performance of work under the agreement. The Certificate must name **Broward County** as an additional insured. Please maintain the organization's coverage with your agent by keeping an up-to-date Certificate of Insurance. Failure to provide an up-to-date, or renewed, Certificate could delay the execution of the agreement, and payments, until the insurance requirements are met.

The Correct Use of County Logos and Attribution in Printed Materials - Awardees must adhere to all provisions of the agreement giving appropriate attribution to the Broward County Board of County Commissioners, and other participating funders (e.g., The Tourist Development Council, National Endowment for the Arts, etc.). Failure to use the correct attribution to the County in printed publication/ publicity materials could be detrimental to future funding.

For LOGOS:

<http://www.broward.org/ARTS/FUNDING/Pages/Logos.aspx>

For Tourist Development Tax Capital Challenge Grant Program (TDT-CCGP) funded projects. - Use both the Broward County Logo and the Greater Fort Lauderdale Convention and Visitors Bureau (CVB) Logo with the funding statement (listed below) in flyers, programs, brochures, newsletters, direct mail, sponsor recognition, signage, etc. In press releases only the funding statement is required.

Example:

	
Funding for this event is provided in part by the Broward County Board of County Commissioners as recommended by the Broward Cultural Council and Greater Fort Lauderdale Convention & Visitors Bureau.	

or

	
Funding for this event is provided in part by the Broward County Board of County Commissioners as recommended by the Broward Cultural Council and Greater Fort Lauderdale Convention & Visitors Bureau.	

ArtsCalendar.com, South Florida's Complete Guide to the Arts, is collaboration between ArtServe and Broward Cultural Division and includes listings of all cultural arts events, directories, reviews, auditions, calls for artists, classes and workshops and so much more. ArtsCalendar.com is the leading online resource for Arts and Cultural information for Broward County.



During the term of the agreement, if an awardee's program was funded by Broward County, these programs, or events, are to be added into the ArtsCalendar.com. event schedule

See: (<http://www.artscalendar.com/>).

Awardees must post the **ArtsCalendar.com** banner web link on their organization's website. Go to: <http://www.broward.org/Arts/Funding/Pages/ArtsCalendar.aspx> for instructions. There is no need to upload any images to your site, simply copy the code into body of your webpage at its designated location. The logo will appear in the location linked to ArtsCalendar.com.

Extensions/Waivers - If an awardee is unable to file and project evaluation reports on time, then the organization will have to request either an extension and /or waiver of the deadline for submission.

Application Process

Plan ahead - Applicants are urged to plan ahead and begin preparation of their applications well in advance of the due date for submission. Before starting the writing process, applicants should read the guidelines and instructions carefully and follow them. **Failure to follow instructions could result in disqualification of an application.**

1. Plan to attend the workshop designed for applicants to the Tourist Development Tax Capital Challenge Grant Program (TDT-CCGP).

2. Schedule a meeting with a member of the Staff if you would like personal guidance regarding your application. **Note:** First-time applicants to the TDT-CCGP program are required to meet with a Staff member prior to submitting an application for funding.

3. **Check and double check** - Applications should be checked carefully to assure that all sections of the application form is complete and the required attachments are provided in the order listed.

Note: The Cultural Division cannot allow applicants to add omitted attachments or other documents once the deadline for submission has passed. Guidelines require that an application be complete and that it meets all applicable eligibility requirements at the program deadline for submission of applications.

Application Instructions - Complete the Cultural Investment Program application form as follows, and submit with the required attachments on, or before, **11:59 PM** on **February 1**.

Application Guidance

Online application outline

If you are creating an online proposal on behalf of the primary contact (proposal writer, or executive director), please use their account login to ensure proper distribution of future correspondence concerning the proposal. Application landing page:

<http://www.broward.org/Arts/Funding/Pages/Tourist-Development-Tax-.aspx>

SEE: “**Application Instructions**” for the *Guide to the Online Application*.

To start a new online TDT application, (or create an account login) click link below:

→ https://www.grantrequest.com/SID_391?SA=SNA&FID=35106



(on the web page)

Return to your previously started (*In progress application*) online application return to your *MY ACCOUNT*, click link below (if you are a returning applicant, please enter your email and password to access your saved and completed applications):

➤ https://www.grantrequest.com/SID_391?SA=AM



(on the web page)

Online application outline

Page 1- Introduction

Page 2 - Organization Information- Enter the legal name of the applicant organization as registered with the Florida Secretary of State.

Contact Person – (Primary contact for the application) List the name, title, e-mail address of the person with in-depth knowledge of the organization and its application to be contacted in the event there is a question concerning the application. If the project is funded, this person will be listed as the official contact in the agreement and the person to whom Division award related correspondence should be sent.

Federal Identification Number - Provide the organization’s federal employer identification number (FEIN) as established by the IRS and the number of people employed by the organization.

Date Incorporated - List the month, day, and year in which the organization was incorporated (as shown on the organization's charter as filed with the Secretary of State).

Month and Day Fiscal Year Ends - List the month, day, year the organization's fiscal year ends.

Last Fiscal Year Data - List the number of performances, exhibits, or events in Broward County provided by the organization during the previous fiscal year; the total attendance at those events; and the number of paid subscribers/members during the fiscal year. Please enter the number Full-time, Part-time, and Contract Employees within your organization.

D&B D-U-N-S Number: All artists and arts organizations are encouraged to obtain their own free Dun & Bradstreet (D&B) number—or if you already have a D&B number, to ensure that they are accurately coded as an arts organization or artist. To find your DUNS number, please go to: <http://smallbusiness.dnb.com> If you do not have a DUNS number, you can get one for free by either calling 1-800-333-0505.

Page 3 - Project / Program Description- Provide a title and a **brief summary** of your organization's yearly program of activities for which you are requesting support. Cultural disciplines- Select the discipline most appropriate for the project up to five areas.

Page 4 - Program Narrative

What Impact would the maximum award have on your project and your organization. The application score will heavily influence the size of award you receive, explain here the true impact of you receiving the largest award possible within the competitive pool of applicants. Also help the panelists measure the impact of a lesser award on the quantity/quality of your activities proposed during the project period.

Indicate if any extraordinary or special fiscal circumstances exist for your organization at this time. Include any significant change in annual operations (growth or decline), and the reason for any deficits and the plan to solve them. If the auditor included any management letters, provide information as to corrective action planned or taken by the organization in response to the management letters. If there are not special financial circumstances in your organization at this time, convey that to the reader.

Page 5 – Criteria (a) Marketing Plan Strategy Criteria (d) Criteria (e)

Review Criteria - This is the basis on which a review panel scores or evaluates an application. State how the proposed project addresses the specific review criteria listed in the guidelines for the Cultural Investment Program. List each criterion and show how the project meets it.

Page 6 - Criteria (b) Scope and Reach of Organization Criteria (c) Community Need

Page 7 Criteria (f) Organizational capacity and financial stability of the applicant

Page 8- Criteria (g) Financial Information

Page 9- Project Budget Description

Page 10- Criteria (h) Priority to Projects with the following elements: 1.) Are shovel ready (already designed and permitted, including that the applicant has received all governmental and/or regulatory permits); 2.) Exceed the 2:1 match requirement; 3.) Achieve geographic distribution of TDT Capital Challenge Grant Program dollars across Broward County; or, 4.) Demonstrate substantial funding commitment to out- of-market advertising and promotion of Broward County with the intent of attracting overnight visitors to hotel(s) within Broward County.

Page 11- Fiscal Sponsorship and Collaborations (optional)- Fiscal sponsors listed- Should an applicant propose collaboration with other party/entity for purposes of marketing, advertising, financial arrangements or other programming, such agreement must be disclosed at the time of application and agreements, signed by duly authorized representative of each entity, must be submitted as part of the application. Collaborative applications must clearly define in the Narrative how the relationship enhances tourism and destination attractiveness, beyond what the individual entities produce on their own.

Page 12 - Criteria (j) Documented need for renovation or expansion, or completed.

Page 13- Mission Statement, Key Goals and Accomplishments – Express the mission statement of the organization. When completed, the reader should have a clear understanding of the **key** area(s) that the organization will focus on for the coming funding period (up to three key goals). These goals should be realized in time lines, budgets, and be realistic and quantifiable. Also, describe any major accomplishments, or progress, that has been made toward long-term and short-term goals and objectives from the previous year. When completed, the reader should be able to see the progress that the organization has made over the past year. For each goal and objective(s) that are selected, highlight any significant developments. Also, if the organization did not achieve a key goal from the past year, explain why, what the organization learned and what would have been done differently.

Page 14- Demographic Background - Describe the demographic composition of the organization's staff, board, and volunteers. Include the **total number (not percentages)** of members in each category and indicate are minorities, senior citizens, and persons with disabilities.

Page 15- -Americans With Disabilities Act - Answer the questions for ADA compliance.

Commissioner districts served – Activate the appropriate number of box(es) indicating the Commissioner districts that will be served by your funded projects/programs next year.

To locate the correct Commissioner district, refer to: Click on ->

<http://bcgis.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=c7f7450dc0b147d4b4b9526d9b1f93e7> and type in the street address and zip code of the program's venue, or location.

If your County funded projects/programs will occur at different venues, please indicate all the districts that would apply.

Page 16- Certification - The applicant certifies that the data in this application and its various sections, including budget data, are true and correct and that the filing of this application for funding by the Cultural Investment Program has been duly authorized.

Attachments

UPLOAD ATTACHMENTS:

Attachment 1- Financial Information -

Operating Budget- (Cash Revenues, Expenses, Volunteer and In-Kind) Created in an Excel file format which you can download from the Division Web-site:

<http://www.broward.org/Arts/Funding/Pages/Tourist-Development-Tax-.aspx>

Financial Information - Operating Budget - Provide financial information in an Excel format for cash revenues and expenditures of the three (3) years indicated: Column 1 - most recently completed fiscal year; column 2 - your current year; column 3 - the year for which you are requesting funding. At the FORMS AND LINKS section Download the blank Excel form "Operating Budget Form XLS" to your computer and complete and upload. Note, there are three pages: Sheet 1- Income; Sheet 2- Expenses; Sheet 3 - Volunteer In-Kind.

Attachment 2- Project Budget

Attachment 3- Provide short-term and long-term organizational and programmatic goals and objectives. Explain how they relate to the mission statement.

Attachment 4- List of current officers and board members showing terms, residential addresses, and phone numbers and e-mail addresses.

Attachment 5- List of exhibits, programs, events or performances presented in the last funding period, or the previous 12 months (including dates and locations).

Attachment 6- Names of Key Program and Artistic Staff - List the names of key organizational artistic and program personnel. Provide brief resumes for each name listed.

Attachment 7- Names, qualifications and support material (news clippings, programs, biographical information, resume, etc.) for creative artists involved in the proposed project year. Letters of commitment from these participating artists for the proposed period (up to 5 pages)

Attachment 8- Appropriate and clearly labeled supportive material (not to exceed 5 pages).

Attachment 9- Submit the most recent IRS 990 Return of Organization Exempt From Income Tax for the organization.

Attachment 10- IRS Letter of Determination- Proof of non-profit status

Attachment 11- Documentation of existing bank checking account.

Attachment 12- Lease or Deed, Title, or Sales Contract

Attachment 13- Preliminary drawings, or architectural plan.

Attachment 14- Provide an organizational history which includes a founding date.

Attachment 15- Business Plan for Applicant.

Attachment 16- Provide three years of audited certificated financial statements.

Attachment 17- Application by a Consortium, attach the completed, and signed, copies of the Individual Commitment Form from each individual applicant member organization that will be participating in the Consortium.

At the ATTACHMENTS page: Use the "drop down" feature to select the correct "Title" for each Attachment. "Browse-in" in your attachment file, then, click the "Upload" button to attach the file to the title. Upload the attachment files in chronological order (1, 2, 3 etc.) one- at- a- time. The maximum size for all attachments combined is 200 MB. Please note that files with certain extensions (such as "exe", "com", "vbs", or "bat") cannot be uploaded.

In Progress "Draft" Application:

If you need to stop at any time, simply scroll to the bottom of the page, "**click**" on **SAVE & FINISH LATER**. This will save what you have entered, close your application, and allow you to return later. You can **SAVE & FINISH LATER** as often as necessary while you complete the application. You will receive a "Draft" of the application in your e-mail box.

To Submit the Application:

1. CLICK the button, or tab: "**Review My Application.**" This will take you to a review screen. This function will generate one continuous page of your entire Application for easy review (proof reading stage). If there are any errors with your Application, red notes will be listed next to the field in error. Make the edits, or add the missing attachments. Once you have fixed any errors, CLICK the UPDATE button to save your changes.
2. CLICK: **SUBMIT** button to send in your Application to the Division.

Broward Cultural Division
100 South Andrews Avenue, 6th Floor
Fort Lauderdale, FL 33301-1829
Adriane Clarke, Grants Management Specialist, 954-357-7530 E: acclarke@broward.org
Susan Schultz, Financial Analyst, 954-357-6704 E: sschultz@broward.org
James Shermer, Grants Administrator, 954-357-7502 E: jshermer@broward.org
Division Home page: <http://www.broward.org/arts/Pages/Default.aspx>



Broward County Cultural Division
Greater Fort Lauderdale Convention & Visitors Bureau

Meeting Date: February 10, 2015

Agenda Item

25

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE MARINE ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE MARINE ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS: SAID TERM TO EXPIRE ON JANUARY 10, 2018; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Lee A. Corson – *(Incumbent)* – District 3



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.

This is a Commission's appointment. Additionally, there are no other applications on file.

The Marine Advisory Board membership consists of: **Frank Pelly** (District 1) appointed by Mayor Fisher; **Jean McPhail Flom** (District 1), **Gwendolyn S. Leys** (District 3), **Vincent Scutellaro** (District 3), and **Penny L. Cutt** (District 3) appointed by Comr. Hardin; **W. P. Davis, Jr.**, (District 1/Alter.1) and **Daniel Horak** (District 3/Alt. 2) appointed by Comr. Dockswell; and **Lee A. Corson** (District 5) appointed by former Vice Mayor Brummer.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Mary L. Chambers/Asceleta Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u> 	<u>1/29/15</u>	<u>Approve</u>	
<input checked="" type="checkbox"/> City Manager	_____	_____	

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE MARINE ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS: SAID TERM TO EXPIRE ON JANUARY 10, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Marine Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Marine Advisory Board of the City of Pompano Beach, for a term of three (3) years; said term to expire January 10, 2018.

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



MEMORANDUM

Engineering

Memorandum No. 15-71

DATE: January 28, 2015
TO: Asceleta Hammond, Acting City Clerk
FROM: Missy Stanley, Engineering Secretary/Recording Secretary
SUBJECT: Marine Advisory Board Attendance for Lee A. Corson

Below is the attendance record for Lee A. Corson for the period of January 2012 to present.

<u>Year</u>	<u>No. of Meetings</u>	<u>No. Attended</u>
2012	10	8
2013	12	10
2014	9	8
2015	0	0



**CITY OF POMPAÑO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: LEE A. CORSON
(Optional)

Residence Information:

Home Address: 4112 W. PALM AIRE DRIVE, APT. 123 B
City/State/Zip: POMPAÑO BEACH, FL 33069
Home Phone: 954-971-2986 Cell Phone: 704-965-8217
Email: lee.corson62@aol.com Fax: 954-957-8788

Business Information:

Employer/Business Name: CORSON FURNITURE INTERNATIONAL, INC.
Current Position / Occupation: CHAIRMAN / CEO
Business Address: PO BOX 667575
City/State/Zip: POMPAÑO BEACH, FL 33066-7575
Business Phone: 954-971-2986 Fax: 954-957-8788 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: MARINE ADVISORY BOARD

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

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

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: BOSTON UNIVERSITY / NY UNIVERSITY

Experience: 51 YEARS GENERAL BUSINESS

Past Positions: CHAIRMAN/PRESIDENT - AMERICAN FURNITURE MANUFACTURERS ASSOCIATION
CHAIRMAN/PRESIDENT/CEO - CARSON FURNITURE INDUSTRIES INC.
PRESIDENT, HICKORY HILL FURNITURE CO. INC. HICKORY, NC
PRESIDENT, BRAMAN FURNITURE, LETHBRIDGE, ALBERTA CANADA
NUMEROUS PUBLIC + PRIVATE BOARDS - NUMEROUS CHARITABLE BOARDS

Hobbies: YACHT RACING, SKIING, FLYING

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

Signature: 

Date: 4 NOV 11

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.121, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE MARINE ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Marine Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Marine Advisory Board and establish a term of office for member; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 33.121 "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.121 MEMBERS.

(A) The Marine Advisory Board shall consist of ~~five (5)~~ six (6) members who are residents of the City of Pompano Beach. Members of this Board shall serve without compensation

(B) Members shall be appointed by resolution of the City Commission. Terms of the ~~first~~ members shall be ~~as follows: one member shall serve one year; two members shall serve two years; and two members shall serve three years~~ except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. All members appointed in the future after the expiration of the original terms shall be appointed to serve for a period of three years. Any vacancies shall be filled by resolution of the City Commission, and where the vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

...

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. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.



JOHN C. RAYSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/10/04
l:ord/ch33/2005-88

ORDINANCE NO. 2001- 61

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.121, "MEMBERS", TO PROVIDE FOR ALTERNATE MEMBERS OF THE MARINE ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING — AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Marine Advisory Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Marine Advisory Board; and

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 33.121, "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.121 MEMBERS.

(A) The Marine Advisory Board shall consist of five (5) members who are residents of the City of Pompano Beach. Members of this Board shall serve without compensation

(B) Members shall be appointed by resolution of the City Commission. Terms of the first members shall be as follows: one member shall serve one year; two members shall serve two years; and two members shall serve three years. All members appointed in the future after the expiration of the original terms shall be appointed to serve for a period of three years. Any vacancies shall be filled by resolution of the City Commission, and where the vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

(C) The City Commission shall appoint two (2) alternate members of the Marine Advisory Board, 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 Marine Advisory Board occur, the Chairman of the Board 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.

~~(C)~~ (D) The City Manager shall appoint one member of staff to serve as secretary to the Board who shall perform the following duties:

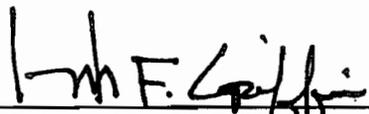
- (1) Prepare all minutes.
- (2) Process all items to be placed on Commission agenda.
- (3) Coordinate staff input and provide advice as needed.

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.

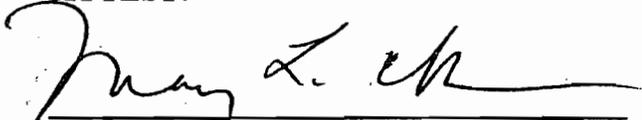
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/16/01
l:ord/ch33/2001-225

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE CREATING THE MARINE ADVISORY BOARD OF THE CITY OF POMPANO BEACH; PROVIDING FOR POWERS AND DUTIES; PROVIDING A SAVINGS CLAUSE; 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 Commission Meeting Room of the City of Pompano Beach, Florida; 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: ESTABLISHMENT.

Pursuant to the provisions of Section 234 of the Charter, there is hereby established a Marine Advisory Board.

SECTION 2: MEMBERS.

(A) The Marine Advisory Board shall consist of five (5) members who are residents of the City of Pompano Beach. Members of this Board shall serve without compensation.

(B) Members shall be appointed by resolution of the City Commission. Terms of the first members shall be as follows: one member shall serve one year; two members shall serve two years; and two members shall serve three years. All members appointed in the future after the expiration of the original terms

shall be appointed to serve for a period of three years. Any vacancies shall be filled by resolution of the City Commission, and where the vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

(C) The City Manager shall appoint one member of staff to serve as secretary to the Board who shall perform the following duties:

- (1) Prepare all minutes.
- (2) Process all items to be placed on Commission agenda.
- (3) Coordinate staff input and provide advice as needed.

SECTION 3: POWERS AND DUTIES.

(A) The members of the Marine Advisory Board shall meet and organize by electing from the membership a Chairman. The Board may adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. It is suggested that the Board meet not less than once every two (2) months, and more frequently if the press of business requires. The Board shall keep minutes of its meetings, copies of the minutes to be provided to the City Commission. The Board shall make a quarterly report to the City Commission, and shall make other reports as may from time to time be requested by the City Commission or desired to be submitted by the Board.

(B) The Board may consider any subject matter, it considers appropriate and in addition, is specifically directed to consider and make recommendations on the following subjects:

- (1) Conditions of waterways and needed corrections including the study of the most feasible and economic method of maintaining the depths of waterways within the City.

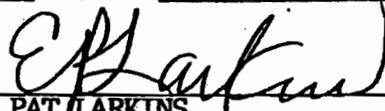
- (2) Waterways, safety and traffic control on waterways.
- (3) Activities of any authority assigned to patrol the waterways within the City of Pompano Beach.
- (4) Operation of privately owned marinas.
- (5) Operations of small boat docking areas.
- (6) Hurricane procedures.
- (7) Instructional schools.
- (8) Relations with Coast Guard.
- (9) Regulation of water skiing and surfboarding.
- (10) Operations of excursion boats.
- (11) Regulation of boat docking on any navigable waterway within the City of Pompano Beach.
- (12) Regulation of water and boat shows and boat races.
- (13) Service operation of City marinas, boat launching, docks, etc.
- (14) Traffic conditions under bridges.
- (15) Sanitation problems and proposed laws governing effluents from boats.
- (16) Advertising and publicity. The Marine Advisory Board shall work with the City Administration on any activity relating to boating.

SECTION 4: If any section or provision of this Ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 5: This Ordinance shall become effective upon passage.

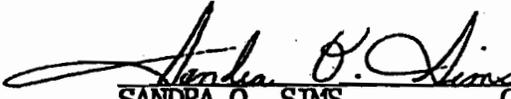
PASSED FIRST READING this 24th day of September, 1985.

PASSED SECOND READING this 1st day of October, 1985.



E. PAT LARKINS MAYOR

ATTEST:



SANDRA O. SIMS CITY CLERK

ABA/md
5/23/85
#198
Rev. 9/25/85
DCR/mv 

Marine Advisory Board		MEMBERS				
Name	Address	City/At	Phone	Appointed	Expires	Reso No.
Jean McPhail Flom (Vice Chair)	801 Briny Ave, # 1204 (33062)	1	954-941-5813 h	10/22/2013	10/28/2016	2014-38
City Commission At Large	dajmf@comcast.net		954-439-1200 c			
Gwendolyn S. Leys	620 S.E. 5th Terrace (33060)	3	954-942-8108 h	10/28/2014	10/28/2017	2015-36
City Commission At Large	gsleysrn@bellsouth.net		954-783-1998 o			
			954-647-3539 c			
Frank Pelly (Chair)	1051 NE 28th Ave. (33062)	1	954-943-7885	10/9/2012	10/28/2015	2013-17
City Commission At Large	frankpel5@aol.com					
Penny L. Cutt	291 S.E. 9th Court (33060)	3	954-942-8353 h	10/28/2014	10/28/2017	2015-35
City Commission At Large	pcutt@coastalsystemsint.com		561-640-1003 o			
	reefrats@hotmail.com		954-401-2578 c			
Vincent Scutellaro	1100 S.E. 5th Court #93 (33060)	3	954-943-5957	10/9/2012	10/28/2015	2013-18
City Commission At Large	vincentscutellaro@southernboating.com		954-522-5515 o		**Title	
Lee A. Corson	4112 Palm Aire Drive West	5	954-971-2986 h	1/10/2012	1/13/2015	2012-115
City Commission At Large	# 123-B (33069)		704-965-8217 c			
	leecorson62@aol.com					
(1) W. P. Davis, Jr.	2731 NE 14th St. Cswy.	1	561-325-1366 c	6/25/2013	7/1/2016	2013-291
City Commission At Large	#618 (33062)		954-782-5906 h			
	ldavi94@yahoo.com					
(2) Daniel Horak	224 NE 16th Avenue, (33060)	3	954-914-6204 h	6/25/2013	7/1/2016	2013-292
City Commission At Large	d_horak@bellsouth.net		305-541-8080 o			

Missy Stanley - Secretary	Public Works Administration	954-786-4506
	1201 N.E. 5th Avenue	

Meets: Third Monday of each month @3:30pm in the Public Works Admin. Building
Established: City Resolution No.86-1
Elections: Annually in January

Meeting Date: February 10, 2015

Agenda Item

26

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON DECEMBER 12, 2018; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Matthew Cheshire – (Incumbent) - District 3
Predrag P. Jovanov – District 3



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.

This is a Commission's appointment.

The EMS Advisory Board membership is as follows: Frank Desiderio (District 5) appointed by former Vice Mayor Brummer, Dr. Matthew H. Cheshire (District 3), Michelle Rhouhac (District 2/Alternate #2) appointed by Vice Mayor Burrie; Latoya T. Almonord and Joseph Wells (District 4) appointed by former Commissioner Poitier; Michael Miller (District 1) appointed by Mayor Fisher; Harry Diamond (District 1/Alternate #1) appointed by Commissioner Dockswell and Daniel Horak (District 3) appointed by Commissioner Hardin.

- (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. Includes signatures of City Clerk's Office, City Manager, and Asceleta Hammond.

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance 1st Reading, Resolution 1st Reading, Consideration Results, Workshop Results. Includes 2nd Reading rows.

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON DECEMBER 12, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Emergency Medical Services Advisory Board of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That _____ is hereby appointed to the Emergency Medical Services Advisory Board for the term of three (3) years; said term to expire on December 12, 2018.

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



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 15-A040**

To: Asceleta Hammond, Acting City Clerk
From: Robin Burns
VIA: Michael Hohl, Assistant Chief *MH*
Date: 1/28/2015
Re: Matthew Cheshire- EMS Advisory Board Attendance

Listed below are the dates of the EMS Advisory Board from December 2011 to present for Matthew Cheshire:

- 1/12/12 - Meeting Cancelled (firefighter death)
- 3/15/12 - Present
- 5/17/12 - Present
- 7/19/12 - Present
- 9/20/12 - Excused
- 11/15/12 - Present
- 1/17/13 - Present
- 3/21/12 - Excused
- 5/16/13 - Present
- 7/18/13 - Excused
- 9/19/13 - Excused
- 11/21/13 - Present
- 1/16/14 - Excused
- 3/20/14 - Meeting Cancelled (due to construction)
- 5/15/14 - Present
- 7/17/14 - Excused
- 9/18/14 - Present
- 11/20/14 - Present
- 1/15/15 - Present

There were 17 scheduled meeting for this time period. Dr. Cheshire was Present for 11 meetings and Excused for 6 meetings.



**CITY OF POMPANO BEACH, FLORIDA
ADVISORY BOARD/COMMITTEE APPLICATION**

**City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061**

**Phone No. (954) 786-4611
Facsimile No. (954) 786-4095**

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: EMS

NAME OF APPLICANT: Matthew Cheshire

RESIDENCY ADDRESS: 737 N.E. 7th St. Pomp.

ZIP CODE: 33060 HOME PHONE NO.: 954 942 1816

MAILING ADDRESS: Same

CITY/STATE/ZIP CODE: _____

ARE YOU A CITY RESIDENT? YES: NO: _____

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN : 1 _____ 2 3 4 _____ 5 _____ OK
M

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: NO: _____

ARE YOU A REGISTERED VOTER? YES: NO: _____

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED? YES: _____ NO:

BUSINESS OR OCCUPATION: Chiropractor

BUSINESS ADDRESS: 4 N.E. 4th Av.

CITY/STATE: Pompano Beach FL

ZIP CODE: 33060 BUSINESS PHONE NO: 954 943 1066

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? EMS only

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? _____

IF YES, PLEASE LIST NAME(S): _____

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? _____

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: _____

EXPERIENCE: _____

CURRENT POSITION: _____

PAST POSITIONS: _____

HOBBIES: _____

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

Matthew H. Cheek
SIGNATURE OF APPLICANT

11-4-02
DATE OF APPLICATION

AD
INITIALS OF CLERK OR DEPUTY

12-2-11
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: _____



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: PREDRAG PATRICK JOVANOVIĆ
(Optional)

Residence Information:
Home Address: 411 N.E. 18TH AVENUE
City/State/Zip: POMPANO BEACH FL 33060
Home Phone: 954.785.6100 Cell Phone: 954.240.8334
Email: FLPATRICK@YAHOO.COM Fax: _____

Business Information:
Employer/Business Name: FLORIDA ATLANTIC UNIV. OFFICE OF EXECUTIVE PROG.
Current Position / Occupation: STUDENT - PROJECT MANAGEMENT
Business Address: 777 GLADES ROAD, BLDG. 93, SUITE 201
City/State/Zip: BOCA RATON FL 33431
Business Phone: 954.297.2179 Fax: _____ Email: _____
FAU EXECUTIVE PROGRAMS.COM

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___ COMM. REX HARRIS
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: POMPANO F.D. CERT

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

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

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.
G/CC/Adv Brd App Page 1 of 2 6/23/2010

In addition a Resume may be attached

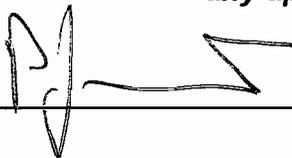
Education: POMPANO BEACH SR. HIGH SCHOOL 1977
FLORIDA ATLANTIC UNIV. BBA 1982
FLORIDA INTL. UNIV. GRAD. COURSES 1983

Experience: MANAGEMENT, AUTOMOTIVE, CONSTRUCTION,
TOURISM,

Past Positions: _____

Hobbies: INTERESTS: CHILDRENS SPORTS, CHILDRENS ISSUES,
POMPANO F.D. CERT, ECONOMIC DEVELOPMENT

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

Signature: 

Date: 26 JAN 2011

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

Please check one: New Application Currently Serving on Board Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS", OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.036, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Emergency Medical Services Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Emergency Medical Services Advisory Board and establish a term of office for member; and

WHEREAS, the City Charter has been amended to allow the City Commission to establish the number and term of office of members on advisory boards; and

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 33.036 "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.036 MEMBERS.

(A) The membership of the Emergency Medical Services Advisory Board shall consist of men or women who are residents of the city, ~~and~~ shall consist of ~~five~~ six (6) members serving without pay, and shall serve for a term of three (3) years except the sixth member appointed after the effective date of this ordinance may be initially appointed for a shorter term. Two of the members should be persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise then by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

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. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

SECTION 4. This Ordinance shall become effective upon passage.

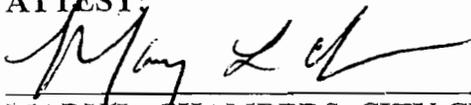
PASSED FIRST READING this 11th day of January, 2005.

PASSED SECOND READING this 25th day of January, 2005.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBU/jrm
12/14/04
I:ord/ch33/2005-94

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 33, "BOARDS AND COMMISSIONS" OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 33.036, "MEMBERS", TO PROVIDE FOR ALTERNATE MEMBERS OF THE EMERGENCY MEDICAL SERVICES ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Emergency Medical Services Advisory Board without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Emergency Medical Services Advisory Board; and

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 33.036, "Members", of Chapter 33, "Boards and Commissions", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 33.121 MEMBERS.

(A) The membership of the Emergency Medical Services Advisory Board shall consist of men or women who are residents of the City of Pompano Beach, and shall consist of five members serving without pay. Two of the members should be persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such

vacancy shall be for the unexpired term. members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

(B) Terms of the first members shall be as follows. One member shall serve one year; two members shall serve two years; two members shall serve three years; and all future appointments shall be three-year terms. Members shall be appointed by the City Commission.

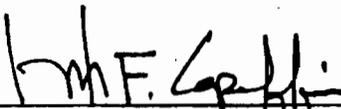
(C) The City Commission shall appoint two (2) alternate members of the Emergency Medical Services Advisory Board, who are residents of the City and licensed to practice medicine in the United States or admitted to practice law in the United States, if persons having such qualifications are available to serve, 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 Emergency Medical Services Advisory Board occur, the Chairman of the Board 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: 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.

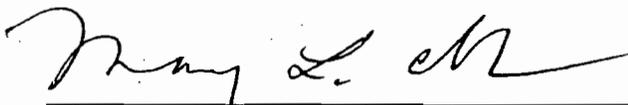
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH; AMENDING THE TITLE OF SAID CHAPTER 16 TO READ: "FIRE AND RESCUE"; ADDING ARTICLE III CREATING AN EMERGENCY MEDICAL SERVICES ADVISORY BOARD; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, fourteen (14) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the Commission Meeting Room of the City of Pompano Beach, Florida; and,

WHEREAS, a public hearing before the City Commission was held, pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were in fact heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the title of Chapter 16 of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

"Chapter 16

FIRE AND RESCUE"

SECTION 2: Chapter 16 of the Code of Ordinances of the City of Pompano Beach is hereby amended by the addition of a new Article III, said Article to read as follows:

"ARTICLE III. Emergency Medical Services Advisory Board.

Section 16.24. Established.

Pursuant to the provisions of Section 234 of the Charter of the City of Pompano Beach, Florida, there is hereby established an Emergency Medical Services Advisory Board.

Section 16.25. Membership; vacancies.

The membership of this Board shall consist of men or women who are residents of the City of Pompano Beach; and shall consist of five members serving without pay. Two of the members should be

persons who are or have been licensed to practice medicine in one of the United States, and one member should be a person who is or has been admitted to the practice of law in one of the United States, if persons having such qualifications are available to serve. Any vacancies in such Board shall be filled by the City Commission, and where such vacancy occurs otherwise than by expiration of the term, the appointment filling such vacancy shall be for the unexpired term. Members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

Section 16.26. Term.

Terms of the first members shall be as follows:

One (1) member to serve one (1) year; Two (2) members to serve two (2) years; Two (2) members to serve three (3) years; all future appointments to be three (3) year terms. Members shall be appointed by the City Commission.

Section 16.27. Powers and duties.

(a) The Emergency Medical Services Advisory Board shall advise the City Commission in all matters pertaining to the providing of emergency medical services within the City of Pompano Beach. For purposes of this Article, emergency medical services is defined as emergency diagnostic and treatment services rendered to any ill or injured person at the scene of the onset of illness or injury. Said services are rendered by paramedical personnel who perform such services at the direction of a medical practitioner at a remote location who is kept apprised of the condition of the ill or injured person by voice radio communication and telemetered physiological data.

(b) The members of the Board shall meet and organize by electing from the membership a chairman. The Board may adopt rules and regulations for the conduct of its meetings, including the methods of calling a meeting. The Board shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission. The Board shall make an annual report to the City

Commission, and shall make such other reports as may from time to time be requested by the City Commission or desired to be submitted by said Board."

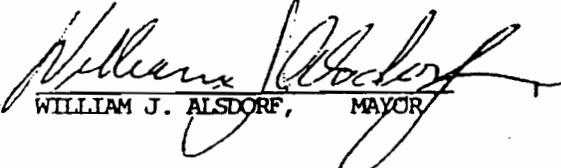
SECTION 3: If any section or provision of this ordinance shall be held invalid, such holding shall not affect or invalidate any other section or provision which is not of itself invalid.

SECTION 4: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

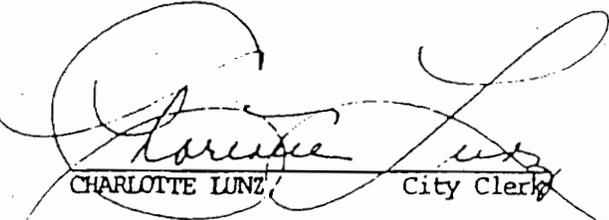
SECTION 5: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14 day of October, 1975.

PASSED SECOND READING this 21 day of October, 1975.


WILLIAM J. ALSDORF, MAYOR

ATTEST:


CHARLOTTE LUNZ City Clerk

Emergency Medical Services Advisory Board MEMBERS						
<i>Name</i>	<i>Address</i>	<i>PL 176</i>	<i>Phone</i>	<i>Appointed</i>	<i>Expires</i>	<i>Reso.No.</i>
Frank Desiderio (Chair)	806 Cypress Grove Lane	5	954-979-6985	3/11/2014	3/22/2017	2014-176
City Commission At Large	# 509 (33069)		954-489-3188 (O)			
	FDFL99@msn.com					
Matthew H. Cheshire (Vice Chair)	737 N.E. 7th Street (33060)	3	954-942-1816	12/13/2011	12/16/2014	2012-89
City Commission At Large	4 N.E. 4th Avenue	3	954-943-1044 (O)			
	raqtime737@juno.com					
Michael Miller	2725 S.E. 6th Street (33063) (H)	1	954-783-5663	12/11/2012	12/12/2015	2013-105
City Commission At Large	millerappraisal@aol.com		954-785-0606 (O)			
Latoya T. Almonord	501 N.W. 17th Avenue (33069)	4	954-394-3473	11/12/2013	12/12/2016	2014-70
City Commission At Large						
Joseph Wells	789 N.W. 15th Place (33060)	4	954-294-9443	5/26/2012	5/26/2015	2012-231
City Commission At Large	hbnjw@yahoo.com					
Daniel Horak	224 NE 16th Ave., (33060)	3	954-914-6204	5/26/2012	5/26/2015	2012-230
City Commission At Large	d_horak@bellsouth.net					
(1) Harry Diamond	3313 S.E. 3rd Street, (33062)	1	802-688-3909 c	6/11/2013	7/1/2016	2013-285
City Commission At Large	applebarnharry@gmail.com		954-545-5141 h			
(2) Michelle Rhouhac	3021 N.E. 1st Avenue, (33064)	2	954-592-9492 h	7/24/2012	7/1/2015	2012-339
City Commission At Large	nothingbutbiz@yahoo.com					*Wells term

Robin Burns	Fire Administration Bldg.	954-786-4338
Recording Secretary	120 SW 3rd Street	

Meets: Third Thursday of every odd month @ 7:00pm in the Fire Administration Bldg.	
Established: City Ordinance No. 76-3	

Meeting Date: February 10, 2015

Agenda Item 27

Memorandum No. #15-050

REQUESTED COMMISSION ACTION:

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

SHORT TITLE **A discussion item about the separation requirements for liquor stores; the state and city definitions of restaurants with accessory bars; and the lack of separation requirements for restaurants with accessory bars in the AOD and DPOD Districts.**

Summary of Purpose and Why:

During the Reports portions of both the December 9, 2014 and the January 13, 2015 City Commission hearings, the Staff was directed to report back regarding alcoholic beverage establishments. In particular Staff was directed to report as to the distance requirements of liquor stores, the differences between the state and city definitions of restaurant with accessory bars, and the lack of distance requirements of restaurants with accessory bars in the AOD and DPOD Districts. Memo #15-049 (copy attached) includes staff's analysis and request for direction regarding Liquor Stores. Specifically Staff is seeking direction as to undertaking a study to determine if additional distance requirements are needed. Memo #15-048 (copy attached) includes staff's analysis and recommendation regarding restaurants with accessory bars. Staff is recommending the city's definition be revised to be consistent with the state's recently changed definition. Staff is not recommending any revisions to the distance requirements for restaurants with accessory bars.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman KBF Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	01/22/2015		Memo #15-049 <i>[Signature]</i>
Dev. Services	01/23/2015		Memo #15-048 <i>[Signature]</i>
X City Manager			<i>[Signature]</i>

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



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-049

DATE: January 22, 2015
TO: Robin M. Bird, Development Services Director
FROM: Karen Friedman, AICP, Planner *KBF*
RE: Liquor store locations and distance requirements

At the December 9, 2014 City Commission Hearing, the Commission directed staff to research the proliferation of liquor stores in the NW section of the City and separations between liquor stores and residential areas.

This memo contains Staff's analysis.

ANALYSIS: POMPANO BEACH

Existing Liquor Stores in Pompano Beach

Liquor stores aka package stores are alcoholic beverage establishments with a 3PS license ("Beer, Wine, and Liquor; package sales only in sealed containers. No sales by the drink or consumption on premises").

The City currently has 13 establishments with a 3PS license (A copy of the list of liquor stores is attached). The location of the 13 establishments is shown on the attached map. Four of the establishments are located west of I-95, with the remainder located east of I-95. The 13 establishments range in size from 2,500 sq ft to 10,000 sq ft.

Pompano Beach Regulations of Liquor Stores

The Zoning Code regulates the location of Liquor or Package Stores via §155.4222.K (Liquor or Package Stores) and §155.4501 (Alcoholic Beverage Establishments).

- §155.4222.K (Liquor or Package Stores) Permitted Zoning Districts: B-1, B-2, B-3, B-4, TO and PD Districts.
- §155.4501 (Alcoholic Beverage Establishments) Required Separation Distances:
 - 1,000 feet from another Alcoholic Beverage Establishment (airline route)
 - 1,000 feet from a Sexually Oriented Business (airline route)
 - 500 feet from a Child Care facility, School and/or Place of Worship (shortest route of normal pedestrian traffic)
 - 300 feet from a Child Care facility, School and/or Place of Worship (airline route)
- *Liquor or Package Stores that are an anchor store containing more than 10,000 square feet of gross floor area are exempt from separation standards in §155.4501. (An example of a liquor store that would likely receive this exemption is a Total Wine located within a shopping center).*



MEMORANDUM

Development Services

Estimated Additional Liquor Stores in Pompano Beach

Based on the permitted Zoning Districts as well as the required separation distances, Staff has estimated 25 new liquor stores could be established in the city.

ANALYSIS: OTHER MUNICIPAL REGULATIONS

Local Municipal Regulations

In order to determine if the City's distance / separation standards are consistent with those required by local municipalities, Staff researched the distance requirements utilized by Coconut Creek, Coral Springs, Deerfield Beach, Fort Lauderdale, Hollywood, Lauderdale By The Sea, Lauderdale Hill, Margate, Miami Beach, and Oakland Park (*a copy of the table is enclosed*). The research indicates that Pompano Beach's separation standards are more restrictive than all reviewed cities.

Orange County, FL Regulations

Therefore Staff expanded the research to other municipal regulations throughout the state. Orange County Florida §38-1414, requires 5,000 feet between package stores. This regulation was challenged by Costco Wholesale. In 2002 the Florida Supreme Court upheld the distance requirement (*a copy of the decision is enclosed*). In the Supreme Court's decision, the testimony of the County's Planning Director was provided. The Planning Director stated the 5,000 foot distance provides residents enough opportunity to use such facilities without allowing such businesses to become so dense that they, along with activities they generate, become a problem. He noted that Orange County is far different from other jurisdictions in that it has "more commercial acreage per thousand population than just about any other jurisdiction in the country."

STAFF REQUEST / RECOMMENDATION

While Orange County's regulations are a precedent for an increased distance separation for liquor or package stores, the Supreme Court's decision noted time and again there must be a rational basis for establishing an expanded distance requirement (including additional distance or from additional uses such as residential use). In order to implement an additional distance requirement, a study would need to be undertaken. Staff is therefore seeking further direction from the City Commission as to the following specific questions:

- Does the City Commission want to undertake a study to determine additional distance requirements and/or other limitations on the location or operation of liquor stores?
- Does the City Commission want to enact a moratorium on the establishment of new Liquor Stores until such time as the study is complete?

Distance / Separation Requirements for Alcoholic Beverage Establishments with Consumption Off Premises Only				
City	Distance	From	Measurement	Additional Information
Coconut Creek	500 feet	Place of Worship or School	Pedestrian travel on public-right-of way, main entrance to main entrance. Except for school, to the nearest point of the school grounds used as part of the school facilities.	Does not apply to – <ul style="list-style-type: none"> Establishments that are licensed for beer, wine, or beer and wine, only. Beverages containing alcohol of 14% or less by weight.
Coral Springs	Only has separation for consumption on the premises			
Deerfield Beach	Only has separation for consumption on the premises			
Fort Lauderdale	300 feet	Another place of business for sale of alcoholic beverages for consumption on or off site	Main normal public entrances along public thoroughfares by the shortest route of ordinary pedestrian traffic	Schools do not include pre-kindergarten school, nursery school or day care center, or adult education center
	500 feet	Church or public or private school	Main normal public entrance of ABE to the nearest point of the church or school property used as part of such facility along public thoroughfares by the shortest route of ordinary pedestrian traffic	
Hollywood	500 feet	Place of Worship or School	Nearest pedestrian travel on the public right-of-way from main entrance to main entrance, except that in case of a school, to the nearest point of the school grounds used as part of the school facilities	Does not apply to – <ul style="list-style-type: none"> Sale of malt beverages and wine for off-premise consumption.
Lauderdale by the Sea	500 feet	Another such establishment	Airline measurement from main entrance to main entrance	Does not apply to – <ul style="list-style-type: none"> Food Store (which does not include package store)
Lauderhill	1000 feet	Any other alcoholic beverage establishment OR Public or private elementary or secondary school OR Place of Worship	Shortest route of ordinary pedestrian travel along the public thoroughfare or any walkway made available for public use from the main entrance of the establishment in question to the main entrance of the other establishment	Does not apply to – <ul style="list-style-type: none"> grocery store, supermarket, a pharmacy Within the Commercial Entertainment (CE) and Town Center (TC) zoning districts
Margate	No distance separation required but city limits the number of licenses to be issued both city-wide and within five alcoholic beverage districts			
Miami Beach	300 feet	Public or private school operated for the instruction of minors in the common branches of learning OR Place of Worship OR Retail stores primarily selling alcohol beverages for consumption off the premises as a main permitted use	Straight line from the main entrance or exit in which the use associated with alcohol beverages occurs to the nearest point of the property used for a public or private school. In cases where a minimum distance is required between two uses associated with the alcohol beverages for consumption on or off the premises, the minimum requirement shall be determined by measuring a straight line between the principal means of entrance of each use.	Liquor can not be sold at filling stations
Oakland Park	500 feet	Church or school	Closest feasible route on public right-of-way from main entrance to main entrance, except, in case of a school, to the nearest point of the school grounds used as part of the school facilities	School shall mean any state-accredited elementary, middle or high school.

Supreme Court of Florida

No. SC01-382

ORANGE COUNTY,
Petitioner,

vs.

COSTCO WHOLESALE CORPORATION,
Respondent.

[June 27, 2002]

LEWIS, J.

We have for review Costco Wholesale Corp. v. Orange County, 780 So. 2d 198 (Fla. 5th DCA 2001), which expressly and directly conflicts with our decision in Glackman v. City of Miami Beach, 51 So. 2d 294 (Fla. 1951). We have jurisdiction. See art. V, § 3(b)(3), Fla. Const.

MATERIAL FACTS

In this case, the respondent, Costco Wholesale Corporation (“Costco”), constructed two membership warehouse clubs in unincorporated Orange County,

Florida. It then sought to transfer two of its package store liquor licenses to these new locations, both of which are located less than 5000 feet from existing package stores.¹ However, section 38-1414(b) of the Orange County Code,² which applies to properties located in unincorporated Orange County, clearly prohibits any new or relocated package liquor sale vendor from opening or starting a package liquor sales business within 5000 feet of an established, licensed package liquor sale vendor's place of business.³ Indeed, except for a hiatus which occurred sometime between

1. A “package store” as defined in the ordinance is an establishment which sells beer, wine, and liquor for off-site consumption.

2. Section 38-1414(c) of the Orange County Code provides:

The purpose of creating the distance requirements mentioned in subsection (b) of this section is to provide and require that no package sale vendor which is located or proposes to locate in the unincorporated portion of the county outside of any municipality shall be permitted to operate at a new location within a distance of five thousand (5,000) feet of the location of any package sale vendor which is both (i) established, existing and licensed at the time of the package sale vendor's application to operate at the new location and (ii) located in any area of the county either unincorporated or within a municipality in the county.

Orange County, Fla., Code of Ordinances § 38-1414(c) (1993).

3. Of some historical interest, in October 1999, the Orange County Zoning Department proposed to the Planning and Zoning Commission (the “P & Z”) that the provision restricting the distance between package stores be repealed, suggesting that it furthered no public health, safety, moral or welfare purpose. In the Zoning Department's presentation to the P & Z, it indicated that the greatest distance separation it had discovered in Florida outside Orange County was in Dade

1964 and 1966, this 5000 foot distance requirement has been in effect in Orange County since 1956. Section 38-1414 was first adopted by the Orange County Board of County Commissioners (the “Board” or the “BCC”) in 1956, at which time the Zoning Commission amended its regulations by designating “County Beverage Zones,” and prohibiting any new package good vendor from opening a new establishment within such zones. The preamble to the resolution stated its purpose was “to prevent the further scattering of business, trade and industrial uses within the unincorporated portions of the (county) to the detriment of homes and uses of higher character.” This continued in effect until sometime after 1964, when the 5000-foot separation distance for package sales vendors was repealed. Subsequently, in 1966, the Board adopted a resolution to once again impose the 5000 foot separation distance on February 14, 1966, which provision was eventually

County (where the distance is 1500 feet), noting that the 5000-foot separation requirement is “extreme when compared to other jurisdictions.” The Zoning Director was of the opinion that the regulation advanced no particular zoning purpose but only served to keep new package stores from locating within three square miles of long-established stores. The Orange County Sheriff's Office was of the view that no additional problems would be created by repeal of the restriction. While it is interesting, but certainly not determinative, that the P & Z subsequently recommended to the Orange County Board of County Commissioners that the restriction be repealed, the representatives elected by the citizens as members of the Board of County Commissioners did not adopt the recommendation to reduce the distance of the separation requirement.

codified as section 38-1414(b). In 1992 and 1993, the BCC amended section 38-1414(b) by adopting Ordinance No. 92-7 and Ordinance No. 93-01, respectively, resulting in section 38-1414(b) of the Orange County Code as it currently exists.

To implement the license transfers despite this restriction, Costco applied for a variance from Orange County, which application was denied.⁴ After denial of the variance requests, Costco filed an action seeking declaratory and injunctive relief, asserting that because the distance separation ordinance was arbitrary and capricious, it should be declared unconstitutional. The parties stipulated that the only issue of law to be determined was “whether the County's imposition of a 5,000 foot separation distance between package goods stores is a constitutional exercise of the police powers.” 780 So. 2d at 201.

At trial, Edward John Williams, who had been the director of the Orange County Planning Department at the time all of the county ordinances had been readopted and consolidated into one code, testified that the purpose of the ordinance was to provide a balance between the desired use and the desirability of protecting

4. The district court quoted isolated portions of the variance proceedings which it apparently thought important to the validity of the ordinance which restricted liquor locations, even though the validity of the ordinance was not the subject of the formal hearing.

residential districts. Williams noted that the 5000-foot distance separation requirement represents approximately a one-mile radius, which is “typically the distance for a primary market for a store or facility of this nature.” He observed that this distance provides residents enough opportunity to use such facilities without allowing such businesses to become so dense that they, along with activities they generate, become a problem. He noted that Orange County is far different from other jurisdictions in that it has “more commercial acreage per thousand population than just about any other jurisdiction in the country.” At the time the ordinance was reenacted in 1992, the County had over 8000 acres zoned commercial where package liquor stores could be located, with an additional 7000 acres projected by the year 2010. According to Williams, “there were more than enough opportunities to accommodate and provide reasonable use” for package liquor stores. For that reason, in Williams’ experience, the ordinance was not overly restrictive.

According to Williams, the purpose of section 38-1414 was not to protect the economic interests of package liquor store owners, but to have a reasonable buffer and distance between their businesses, and to respect both residential and business considerations. He had observed that the problem with aggregating such businesses was not necessarily an evil inherent in the stores themselves, but primarily rested in the secondary effects associated with such business operations. He stated that

allowing such stores in close proximity to each other “lowers residential property values and creates an extraordinary amount of traffic in and about those residential areas.” He opined that, because there are certain problematic activities (such as drinking in the parking lots, fights, and driving while intoxicated) typically associated with package stores, “[s]preading them out while allowing sufficient opportunity to accommodate the need for them was [the County's] primary objective.” The regulatory strategy reflected in the distance restriction “seemed to minimize the adverse impacts associated with such uses, while allowing them to congregate seemed to create an impact greater than the number of uses.”

The parties stipulated that there are currently 65 licenses (designated as 3PS) specifically for package liquor stores issued in unincorporated Orange County. There are currently 149 businesses within the unincorporated areas which hold licenses designated as 4COP which permits the sale of package alcoholic beverages. Of these businesses, only about twelve are unable to offer package sales because of the 5000-foot distance separation requirement. Mitch Gordon, Acting Zoning Director of Orange County, testified by affidavit: “At no time have I been told that there is an insufficient supply of package stores in Orange County or that they are located in areas that inconvenienced the shopping public.”

The trial court judicially noticed that alcohol is a harmful and heavily regulated product. It reasoned that because Orange County could ban alcoholic sales completely, the county's less restrictive regulation was substantially related to a legitimate government goal. Id. at 202.

On appeal, the Fifth District strongly disagreed with this rationale, stating:

While the County may have the power to ban alcoholic products completely, the ban, or any ban for that manner, must have a reasonable relationship to public health, morals and welfare. When the lesser regulation impacts constitutionally-protected rights, the government still carries the burden of demonstrating the reasonable relationship. In this case, the record below fails to meet that burden.

Id. at 202-03: Although stating that it recognized that a presumption of constitutionality applied in assessing Costco's facial challenge to the ordinance, the district court reasoned that "the constitutional right of property owners to make legitimate use of the property 'may not be curtailed by unreasonable restrictions under the guise of police power.' If the regulation 'exceeds the bounds of necessity for the public welfare,' it must be 'stricken as an unconstitutional invasion of property rights.'" Id. at 201 (quoting Burritt v. Harris, 172 So. 2d 820, 823 (Fla. 1965)). After applying a "substantial relationship" analysis to the record evidence, the district court concluded: "While we generally agree with established case law that courts should not invade the authority of elected officials absent a paramount

constitutional right and duty, we believe this case represents an exception and presents a situation in which there exists both a right and a duty for this court to hold the regulation unconstitutional.” Id. at 203. This timely petition for review followed.

ANALYSIS

In State ex rel. Eichenbaum v. Cochran, 114 So. 2d 797 (Fla. 1959), this Court specifically expressed the correct standard of review applicable in determining the validity of a county ordinance regulating the distance between holders of liquor licenses:

We should also retain in our thinking the proposition that the regulation and control of the alcoholic beverage business is peculiarly a legislative function. In this connection, as in all similar situations, when the legislative branch of the government exercises a legislative power in the form of a duly enacted statute or ordinance it is not the function of a court to explore the wisdom or advisability of the enactment in order to bring its enforceability into question. To this end the limit of the court's authority is to measure the validity of the legislative enactment by the requirements of the controlling law. If those standards are met the legislation should be upheld.

Id. at 800. Applying this appropriate standard of review, we conclude that here, the trial court correctly determined that the subject ordinance was within constitutional parameters, as reflected in its final judgment:

The right of the County to regulate locations that sell alcoholic beverages is grounded in Section 562.45(2), Florida Statutes,^[5] and is clearly related to the health, safety and welfare of its citizens.

Glackman v. City of Miami Beach, 51 So. 2d 294 (Fla. 1951). . . .

The Supreme Court of Florida has upheld numerous distance regulations between vendors selling alcoholic beverages. While this 5000-foot restriction in Section 38-1414 is longer than those approved by the Supreme Court of Florida, nothing before this Court has demonstrated that the 5000 foot restriction is arbitrary and capricious or unrelated to the health, safety and welfare of the citizens of Orange County.

5. Section 562.45(1)(a), Florida Statutes (1999), provides:

(2)(a) Nothing contained in the Beverage Law shall be construed to affect or impair the power or right of any county or incorporated municipality of the state to enact ordinances regulating the hours of business and location of place of business, and prescribing sanitary regulations therefor, of any licensee under the Beverage Law within the county or corporate limits of such municipality. However, except for premises licensed on or before July 1, 1999, and except for locations that are licensed as restaurants, which derive at least 51 percent of their gross revenues from the sale of food and nonalcoholic beverages, pursuant to chapter 509, a location for on-premises consumption of alcoholic beverages may not be located within 500 feet of the real property that comprises a public or private elementary school, middle school, or secondary school unless the county or municipality approves the location as promoting the public health, safety, and general welfare of the community under proceedings as provided in s. 125.66(4), for counties, and s. 166.041(3)(c), for municipalities. This restriction shall not, however, be construed to prohibit the issuance of temporary permits to certain nonprofit organizations as provided for in s. 561.422. The division may not issue a change in the series of a license or approve a change of a licensee's location unless the licensee provides documentation of proper zoning from the appropriate county or municipal zoning authorities.

Costco Wholesale Corp. v. Orange County, No. C10 00-1136, final judgment at 2 (Fla. 9th Cir. Ct. order filed June. 7, 2000).⁶

Because the challenged ordinance embodies a policy decision of broad application, it reflects a legislative action, rather than conduct that would be classified quasi-judicial. See generally Board of County Comm'rs of Brevard County v. Snyder, 627 So. 2d 469, 474 (Fla. 1993) (“Generally speaking, legislative action results in the formulation of a general rule of policy, whereas judicial action results in the application of a general rule of policy.”). The subject ordinance was, therefore, entitled to a presumption of validity. See Glackman v. City of Miami Beach, 51 So. 2d 294, 295-96 (Fla. 1951) (observing that an ordinance which prohibited a vendor from selling liquors “in any place of business located within 1000 feet in an air line, measured from main entrance to main entrance, from another [like] place” was presumptively valid). Indeed, here, the district court stated that it started “with the presumption of constitutionality and the general rule that courts should try to uphold the constitutionality of the enactment when lawfully possible to do so.” 780 So. 2d at 201. Nonetheless, by shifting the burden of proof to the local government to “[establish] that the regulation here imposed bears

6. We specifically do not comment or rule upon the various separation distances mentioned by the trial court, because such are not before us today. Our decision is limited exclusively to the Orange County ordinance before us.

substantially on the public health, morals, safety or welfare of the community,” id. at 202, the district court effectively disregarded that presumption--conducting, instead, a “de novo” reweighing of the evidence presented in the trial court--and substituted its judgment regarding the wisdom of such restriction for that of the legislative body.

This Court’s precedent makes it clear that the substantial relationship test does have application here. See State ex rel. Dixie Inn v. City of Miami, 24 So. 2d 705, 706 (Fla. 1946) (observing, in considering the validity of an ordinance “intended to regulate or restrict the location within the City of Miami where intoxicating liquors could be sold,” that the Court would determine whether the ordinance was “arbitrary and unreasonable and [had] no substantial relation to health, safety, morals or the general welfare”). However, it is the challenger that has the burden to establish, in the first instance, that no such substantial relationship exists.

Further, as this Court observed in Glackman, “the basic purpose for restricting the distances between businesses of this kind seems well founded in the protection of the health and morals of the general public.” 51 So. 2d at 296. In assessing the validity of such a restriction, unless, based upon the record before it, the challenged ordinance is clearly not reasonable, a reviewing court will not substitute its judgment for that of the local governing body:

To adopt the appellant's view would be to hold that the last amendatory ordinance is unconstitutional simply because it imposes the additional restriction that a removal to a place within two hundred feet of the first location may not be made unless the new location is more than one thousand feet from another like business; that the restriction of two hundred feet is reasonable but the one of one thousand feet is not. We are unable to follow the reasoning which leads to such a conclusion. Both appear to us reasonable. The appellant could remove his business for two hundred feet in any direction which would not bring it within the proscribed area; and the basic purpose for restricting the distances between businesses of this kind seems well founded in the protection of the health and morals of the general public.

Id.; see also City of Jacksonville v. Nichol's Alley of Jacksonville, Inc., 402 So. 2d 1319, 1320-21(Fla. 1st DCA 1981) (approving an ordinance requiring that the location of the premises of a liquor license applicant be no closer than 1500 feet from the premises of any other valid existing liquor license holder, church, or school, on the ground that it was “neither arbitrary nor discriminatory,” observing: “The courts should not substitute their judgment for that of the legislative body as to the reasonableness of the 1500 feet distance limitation.”). In light of this precedent, here, the district court, under the rubric of an “equal protection” analysis, applied the rationale that:

Further, if Orange County were to ban alcohol completely, everyone would be treated the same. However, if Orange County permits some vendors to sell alcoholic beverages, then it must permit all citizens to have an equal right unless there is a reason substantially related to the public health, safety, morals and welfare of the community which justifies unequal treatment under the law. Equal

protection of the governed is the bedrock of constitutional government. Without it, government fails.

780 So. 2d at 203 (emphasis added). Such logic does not accommodate the fact that this Court, as well as many others, has consistently approved distance limitations between liquor license holders as “well founded in the protection of the health and morals of the general public.” Glackman, 51 So. 2d at 296; cf. also 44 Liquormart Inc. v. Rhode Island, 517 U.S. 484, 515 (1996) (“Entirely apart from the Twenty-first Amendment, the State has ample power to prohibit the sale of alcoholic beverages in inappropriate locations.”); Dixie Inn, 24 So. 2d at 707 (observing that the State, in the exercise of its police power, “has the power to regulate and even to prohibit the sale of intoxicating liquors in designated areas and may confer on municipalities similar power”). Under the challenged ordinance, all authorized vendors do have the same right to sell intoxicating liquors--just not within 5000 feet of another such licensee.

Correctly applying the teachings of Glackman, we conclude that, on this record, the challenged ordinance is a valid exercise of police power, bearing a substantial relationship to the health, safety, morals, or general welfare of the community. As reflected in the testimony presented at trial here, Florida’s counties are diverse, and--absent clear proof that a challenged enactment in the area of liquor

license regulation does not bear such a substantial relationship to the health, safety, morals, or general welfare of the community--the legitimate exercise of a governing body's authority in addressing the particular needs of each community cannot be judicially constrained by requiring conformity to a single, inflexible rule. Our precedent in this area does not suggest that such a result would be appropriate, nor is it required by concepts of "equal protection." The means and methods chosen here to address the concerns related to alcohol do not exceed the bounds of lawful State or local government police power authority, nor are the limitations imposed so restrictive as to be unconstitutional.⁷

7. Where, in contrast, no such rational basis undergirds the statutory criteria used to distinguish between license holders, challenged legislation has not withstood attack. Thus, we invalidated a statute which "was enacted to increase revenues at pari-mutuel wagering facilities by providing protection to thoroughbred horse breeders from the state policy against off-track betting" where no rational relationship existed between this purpose and the detailed licensure criteria in the challenged statute. Ocala Breeders' Sales Co., Inc. v. Florida Gaming Centers, Inc., 793 So. 2d 899, 902 (Fla. 2001) (invalidating as a "special law enacted under the guise of a general law in violation of article III, section 10 of the Florida Constitution" a state statutory scheme governing intertrack wagering license applications whose provisions "in tandem created an impenetrable barrier to all intertrack wagering applicants except [the currently licensed wagering facility]"). In Ocala Breeders, prospective licensees were required by statute to conduct "at least one day of nonwagering thoroughbred racing, with a purse structure of at least \$250,000 per year for two consecutive years." As this Court observed, "curiously," Ocala Breeders' Sales Company, Inc. was "the only business entity that had ever obtained a nonwagering thoroughbred racing permit." Id.

Based on the foregoing analysis, we quash the district court's decision, and remand for further proceedings consistent with our opinion in Glackman.

It is so ordered.

WELLS, C.J., and SHAW, HARDING, ANSTEAD, PARIENTE, and QUINCE, JJ., concur.

NOT FINAL UNTIL TIME EXPIRES TO FILE REHEARING MOTION, AND IF FILED, DETERMINED.

Application for Review of the Decision of the District Court of Appeal -
Direct Conflict

Fifth District - Case No. 5D00-1728

(Orange County)

James F. Page, Jr., and G. Robertson Dilg of Gray, Harris & Robinson, P.A., Orlando,
Florida,

for Petitioner

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William H. Adams, III, Jacksonville, Florida,

Amicus Curiae



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-048

DATE: January 23, 2015
TO: Robin M. Bird, Development Services Director
FROM: Karen Friedman, AICP, Planner *KBF*
RE: Restaurants with Accessory Bars - locations and distance requirements

At the January 13, 2015 City Commission Hearing, the Commission directed staff to research inconsistencies between the State's and City's licensure of restaurants with accessory bars. Further staff was directed to report back as to different distance separation standards for restaurants with accessory bars within the City's two redevelopment Zoning Districts (AOD and DPOD) versus the remainder of the city.

This memo contains Staff's analysis and recommendation.

ANALYSIS

State Regulations: "4COP SRX" Definition and License

The Florida Department of Business and Professional Regulations, Division of Alcoholic Beverages and Tobacco Bureau of Licensing, issues licenses for the sale of alcoholic beverages. Though the licenses are issued by the state, license standards can vary by county (or the city in some locations).

Prior to September 2014, Broward County's requirement for the Special License / Restaurant (4COP SRX / "Beer, Wine and Spirits (Package and Consumption)") was for restaurants with at least 4,000 square feet of service area and equipped to serve 200 persons full course meals at tables one at a time, and deriving at least 51% of the gross revenue from the sale of food and non-alcoholic beverages.

However in September 2014 the standards for a 4COP SRX in Broward County were revised as follows: Restaurants with at least 2,500 square feet of service area and equipped to serve 150 persons full course meals at tables one at a time. The 51% non-alcoholic sales requirement was not revised. These standards are consistent with Florida State Statute §561.20(2)(a)(1) (*copy attached*).

Pompano Beach Regulations: "4COP SRX" Definition and License

The Zoning Code regulates the definition and location of Restaurants with Accessory Bars via §155.4218.A.3 (Bar or Lounge) and §155.4501 (Alcoholic Beverage Establishments).

- §155.4218.A.3 states that a bar or lounge may be considered an accessory use to a restaurant provided it is operated by the same management, and the restaurant has dining accommodations for service of 200 or more patrons at tables occupying more than 3,000 square feet of customer service area, and the sale of alcoholic beverages is strictly incidental to the serving of food.
- §155.4501.B lists uses that are exempt from the required separation standards for alcoholic beverage establishment. §155.4501.B.3 exempts a bar or lounge operated as an accessory use

MEMORANDUM

Development Services

to a restaurant whose dining area(s) accommodate 200 or more seated customers and occupy more than 3,000 square feet of floor area.

Therefore prior to September 2014, the City's definition of Restaurant with Accessory Bar and the state's licensure requirements for a 4COP SRX license in Broward County were almost the same. The city only required 3,000 sq ft of customer service area, where as the 4COP SRX license required 4,000 sq ft of service area. However both standards required 200 seats.

Pompano Beach Regulations: Separation of Alcoholic Beverage Establishments

Zoning Code §155.4501 requires alcoholic beverage establishments to be separated from certain existing uses, including other Alcoholic Beverage Establishments, Sexually Oriented Businesses, Child Care Facility, Schools, and Places of Worship. Certain uses, however, are exempt from the required separation standards.

- *Specifically within the AOD*, the following uses are exempt: Bar or lounge, Restaurant, or Specialty eating establishment (whether a principal use or an accessory use to a hotel, and including any accessory outdoor seating) (per §155.4501.B.3)
- *Specifically within the DPOD*, and only if directly abutting MLK Boulevard, Dixie Highway, or Atlantic Boulevard, or located within the Historic Core Area, the following uses are exempt: Bar or lounge, Brewpub, Restaurant, Specialty eating establishment, Hotel, and Community Center Community Center, Library, and Civic Centers owned or operated by the City or CRA (per §155.3708.H.4.g)
- *Citywide* there are several exempt uses. The full list of exemptions is attached, and includes restaurants with accessory bars (3,000 sq ft and 200 sets).

The 4COP SRX license's revised requirements, and the resulting discrepancy between the state and city standards for minimum service area size and number of seats, could result in an establishment that is eligible for the 4COP SRX license, but not eligible for the citywide exemption for restaurants with accessory bar.

As to the greater exemptions permitted in the AOD and DPOD, the purpose of the exemptions is not to be punitive to the other locations in the city. Rather the intent is to incentivize redevelopment of the two areas of the city that are recognized as in need of redevelopment.

STAFF RECOMMENDATION

In an effort to be consistent with the state's recently revised standards for 4COP SRX licenses, Staff recommends revising the Zoning Code to be the same as the state's standards. Staff does not recommend revising the exemptions for the AOD and DPOD.

Select Year:

The 2014 Florida Statutes

Title XXXIV
ALCOHOLIC BEVERAGES AND
TOBACCO

Chapter 561
BEVERAGE LAW:
ADMINISTRATION

View Entire
Chapter

561.20 Limitation upon number of licenses issued.—

(1) No license under s. 565.02(1)(a)-(f), inclusive, shall be issued so that the number of such licenses within the limits of the territory of any county exceeds one such license to each 7,500 residents within such county. Regardless of the number of quota licenses issued prior to October 1, 2000, on and after that date, a new license under s. 565.02(1)(a)-(f), inclusive, shall be issued for each population increase of 7,500 residents above the number of residents who resided in the county according to the April 1, 1999, Florida Estimate of Population as published by the Bureau of Economic and Business Research at the University of Florida, and thereafter, based on the last regular population estimate prepared pursuant to s. 186.901, for such county. Such population estimates shall be the basis for annual license issuance regardless of any local acts to the contrary. However, such limitation shall not prohibit the issuance of at least three licenses in any county that may approve the sale of intoxicating liquors in such county.

(2)(a) No such limitation of the number of licenses as herein provided shall henceforth prohibit the issuance of a special license to:

1. Any bona fide hotel, motel, or motor court of not fewer than 80 guest rooms in any county having a population of less than 50,000 residents, and of not fewer than 100 guest rooms in any county having a population of 50,000 residents or greater; or any bona fide hotel or motel located in a historic structure, as defined in s. 561.01(21), with fewer than 100 guest rooms which derives at least 51 percent of its gross revenue from the rental of hotel or motel rooms, which is licensed as a public lodging establishment by the Division of Hotels and Restaurants; provided, however, that a bona fide hotel or motel with no fewer than 10 and no more than 25 guest rooms which is a historic structure, as defined in s. 561.01(21), in a municipality that on the effective date of this act has a population, according to the University of Florida's Bureau of Economic and Business Research Estimates of Population for 1998, of no fewer than 25,000 and no more than 35,000 residents and that is within a constitutionally chartered county may be issued a special license. This special license shall allow the sale and consumption of alcoholic beverages only on the licensed premises of the hotel or motel. In addition, the hotel or motel must derive at least 60 percent of its gross revenue from the rental of hotel or motel rooms and the sale of food and nonalcoholic beverages; provided that the provisions of this subparagraph shall supersede local laws requiring a greater number of hotel rooms;

2. Any condominium accommodation of which no fewer than 100 condominium units are wholly rentable to transients and which is licensed under the provisions of chapter 509, except that the license shall be issued only to the person or corporation which operates the hotel or motel operation and not to the association of condominium owners;

3. Any condominium accommodation of which no fewer than 50 condominium units are wholly rentable to transients, which is licensed under the provisions of chapter 509, and which is located in any county having home rule under s. 10 or s. 11, Art. VIII of the State Constitution of 1885, as amended, and incorporated by reference in s. 6(e), Art. VIII of the State Constitution, except that the license shall be issued only to the person or corporation which operates the hotel or motel operation and not to the association of condominium owners;

~~4. Any restaurant having 2,500 square feet of service area and equipped to serve 150 persons full course meals at tables at one time, and deriving at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages; however, no restaurant granted a special license on or after January 1, 1958, pursuant to general or special law shall operate as a package store, nor shall intoxicating beverages be sold under such license after the hours of serving food have elapsed; or~~

5. Any caterer, deriving at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages, licensed by the Division of Hotels and Restaurants under chapter 509. Notwithstanding any other provision of law to the contrary, a licensee under this subparagraph shall sell or serve alcoholic beverages only for consumption on the premises of a catered event at which the licensee is also providing prepared food, and shall prominently display its license at any catered event at which the caterer is selling or serving alcoholic beverages. A licensee under this subparagraph shall purchase all alcoholic beverages it sells or serves at a catered event from a vendor licensed under s. 563.02(1), s. 564.02(1), or licensed under s. 565.02(1) subject to the limitation imposed in subsection (1), as appropriate. A licensee under this subparagraph may not store any alcoholic beverages to be sold or served at a catered event. Any alcoholic beverages purchased by a licensee under this subparagraph for a catered event that are not used at that event must remain with the customer; provided that if the vendor accepts unopened alcoholic beverages, the licensee may return such alcoholic beverages to the vendor for a credit or reimbursement. Regardless of the county or counties in which the licensee operates, a licensee under this subparagraph shall pay the annual state license tax set forth in s. 565.02(1)(b). A licensee under this subparagraph must maintain for a period of 3 years all records required by the department by rule to demonstrate compliance with the requirements of this subparagraph, including licensed vendor receipts for the purchase of alcoholic beverages and records identifying each customer and the location and date of each catered event. Notwithstanding any provision of law to the contrary, any vendor licensed under s. 565.02(1) subject to the limitation imposed in subsection (1), may, without any additional licensure under this subparagraph, serve or sell alcoholic beverages for consumption on the premises of a catered event at which prepared food is provided by a caterer licensed under chapter 509. If a licensee under this subparagraph also possesses any other license under the Beverage Law, the license issued under this subparagraph shall not authorize the holder to conduct activities on the premises to which the other license or licenses apply that would otherwise be prohibited by the terms of that license or the Beverage Law. Nothing in this section shall permit the licensee to conduct activities that are otherwise prohibited by the Beverage Law or local law. The Division of Alcoholic Beverages and Tobacco is hereby authorized to adopt rules to administer the license created in this subparagraph, to include rules governing licensure, recordkeeping, and enforcement. The first \$300,000 in fees collected by the division each fiscal year pursuant to this subparagraph shall be deposited in the Department of Children and Families' Operations and Maintenance Trust Fund to be used only for alcohol and drug abuse education, treatment, and prevention programs. The remainder of the fees collected shall be deposited into the Hotel and Restaurant Trust Fund created pursuant to s. 509.072.