

Meeting Date: February 24, 2015

Agenda Item 1

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 ZONING BOARD OF APPEALS

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **GEORGE J. CUOLAHAN** TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS, 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.

This is a Commission's appointment.

The Zoning Board of Appeals consists of the following members: Daniel Yaffe (District 1) appointed by Comr. Dockswell; Paul S. Webb (District 1) appointed by Comr. Hardin; George J. Cuolahan (District 5) appointed by former Vice Mayor Brummer; Robert J. Kitchen, Jr. (District 4) and Robert Holmes (Alternate #1/District 4) appointed by former Comr. Poitier; M. Ross Schulmister (District 1) appointed by Comr. Burrie; Ray Lubomski (Alternate #2/District 3) and James R. Bunn (Alternate #3/District 3) appointed by Mayor Fisher.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: 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>2/10/15</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 GEORGE J. CUOLAHAN TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, George J. Cuolahan is well qualified to serve as a member of the Zoning Board of Appeals 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 George J. Cuolahan is hereby appointed to the Pompano Beach Zoning Board of Appeals of the City of Pompano Beach as appointee of Commissioner Barry Moss, 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:

ASCELETA HAMMOND, CITY CLERK



**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: ZONING BOARD OF APPEALS

NAME OF APPLICANT: GEORGE J. CUOLAHAN

RESIDENCY ADDRESS: 3150 N. PALMAIRE DR 10-305

ZIP CODE: 33069 HOME PHONE NO.: 954-977-3040

MAILING ADDRESS: SAME

CITY/STATE/ZIP CODE: POMPANO BEACH, FL 33069

ARE YOU A CITY RESIDENT? YES: NO:

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

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: RETIRED

BUSINESS ADDRESS: -

CITY/STATE: -

ZIP CODE: - BUSINESS PHONE NO: -

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

IF YES, PLEASE LIST NAME: _____

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

IF YES, PLEASE LIST NAME(S): _____

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: VICE PRES CONDO #1 ASSOCIATION, EXTENSIVE & VARIED BUSINESS CAREER

EDUCATION: B.A. QUEENS COLLEGE, NYC

EXPERIENCE: INTERNATIONAL SALES & MARKETING

CURRENT POSITION: CAPT. BSO COP. PROGRAM SINCE 1998

PAST POSITIONS: _____

HOBBIES: COMPUTER, CHESS, READING. TEACHING SPANISH ESOL. VOLUNTEER B.C.C.

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

George J. Cuolaban
SIGNATURE OF APPLICANT

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: _____

D. OTHER ACTIONS

To take any other action not assigned or delegated to the Zoning Board of Appeals, Planning and Zoning Board, Architectural and Appearance Committee, Historic Preservation Committee, Development Review Committee, Development Services Director, or other advisory or decision-making authority as the City Commission may deem desirable and necessary to implement the provisions of this Code.

155.2203. ZONING BOARD OF APPEALS (ZBA)

A. ESTABLISHMENT

The Zoning Board of Appeals (ZBA) is hereby established in accordance with state law.

B. POWERS AND DUTIES

The ZBA 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. Special Exception (Sec. 155.2406);
- b. Major Temporary Use Permit (Sec. 155.2412.C);
- c. Interim Use Permit (Sec. 155.2415);
- d. Variance (Sec. 155.2420); and
- e. Appeal of a decision of the Development Services Director on an application for an Interpretation (Sec. 155.2424).

2. Other Powers and Duties

- a. To review and decide appeals of relating to regulations in Section 100.40 (Movable Fixtures in the Public Right-of-Way) of the Code of Ordinances, in accordance with procedures and standards in that section;
- b. To review and decide requests for variances relating to regulations in Chapter 151 (Beaches and Waterways) of the Code of Ordinances, in accordance with procedures and standards in that chapter;
- c. To review and decide requests for variances and appeals relating to floodplain management regulations in, and actions authorized by, Chapter 152 (Buildings) of the Code of Ordinances, in accordance with procedures and standards in that chapter; and
- d. 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 ZBA shall consist of five regular voting members and three alternate members, appointed by resolution of the City Commission as a whole.
- b. Appointed regular voting members shall include one person nominated by each City Commissioner from among residents of the City Commissioner's district—provided, however, that a 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.
- 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. Regular voting members and alternate members shall serve without compensation.

2. Terms

- a. Regular voting members of the ZBA 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 voting members and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the ZBA 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 ZBA 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 155.2203.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 ZBA 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 ZBA 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 shall be filled by the City Commissioner in whose district the appointment originated.
- b. A vacancy in the term of an alternate member shall be filled by the City Commission as a whole.

D. CHAIR AND VICE-CHAIR

- 1. The ZBA 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 ZBA 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 ZBA, 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 ZBA shall adopt a schedule establishing the date, time, and location of regular meetings. 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 ZBA shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law¹ 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 ZBA meetings to each board member at least 48 hours before the meeting.
- b. Notice of all ZBA 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 ZBA shall be open to the public.

5. Procedure

In conducting its meetings, the ZBA shall follow rules of procedure adopted in accordance with Section 155.2203.I, Rules of Procedure.

G. QUORUM AND NECESSARY VOTE

1. Quorum

Four members of the ZBA shall constitute a quorum. No official business of the board shall be conducted without a quorum present.

2. Voting

The concurring vote of four members of the ZBA shall be necessary to approve a Special Exception, Major Temporary Use Permit, or Interim Use Permit, grant any Variance, or approve any appeal reversing or modifying a decision. An affirmative vote of the majority of board members present and constituting a quorum shall be required for all other decisions.

H. DISQUALIFICATION FROM PARTICIPATION AND VOTING BASED ON CONFLICT OF INTEREST

1. A member of the ZBA 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.

¹ Sec. 286.011, Fla. Stat.

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 155.2203.C.4, Removal and Replacement; Attendance.

I. RULES OF PROCEDURE

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

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

CITY OF POMPANO BEACH
Broward-County, Florida

AN ORDINANCE AMENDING CHAPTER 155 OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 155.022, "ZONING BOARD OF APPEALS", SUBSECTION (B), RELATING TO THE METHOD OF APPOINTMENT; 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 155.022, "Zoning Board of Appeals", is hereby amended to read as follows:

Section 155.022 ZONING BOARD OF APPEALS.

(B) There is hereby established a Zoning Board of Appeals which shall consist of five (5) members appointed by resolution of the City Commission. Each Commissioner shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner, 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. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the

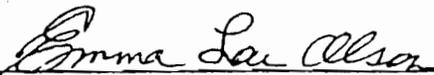
Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three (3) years from the date of appointment. The Board, from its membership shall select a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designed by the City Manager, each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Zoning Board of Zoning Appeals in an advisory capacity but shall not have any vote. The 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.

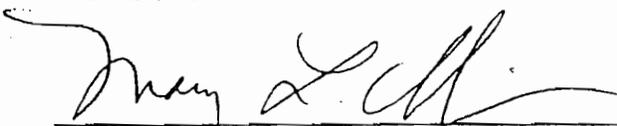
SECTION 3: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 30th day of May, 1995.

PASSED SECOND READING this 6th day of June, 1995.


EMMA LOU OLSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

abate violation, to prevent the occupancy of the buildings, structure, or land or to prevent any illegal act, conduct, business, or use in or about the premises. Whenever a violation of this chapter occurs, or is alleged to have occurred, any person may file a written complaint. The complaint, stating fully the causes and basis therefor, shall be filed with the Zoning Director.

(B) When as a condition of the issuance of a Certificate of Occupancy by the Building Department or as a condition of final inspection by the Engineering Department, the Zoning Department is required to perform a site inspection, the following inspection fees shall apply, which fees shall be in addition to any and all fees as required pursuant to Chapter 152:

(1) If a Zoning Inspector upon the first inspection finds the work conforms to or complies with the provisions of this chapter or conforms to or complies with the approved plans on file with the city, there shall be no inspection fee.

(2) If a Zoning Inspector upon the first inspection finds the work does not conform to or comply with the provisions of this chapter or does not conform to or comply with the approved plans on file with the city, the Code Inspector shall notify the owner or contractor indicating the corrections required.

(3) When the corrections have been made, the Zoning Inspector shall re-inspect the site.

(4) A certificate of occupancy shall not be issued by the Building Department nor any final inspection be performed by the Engineering Department if any reinspection fees required by this section remain unpaid. ('58 Code, § 50.001) (Ord. 664, passed - - ; Am. Ord. 75-15, passed 12-30-74; Am. Ord. 82-1, passed 10-20-81; Am. Ord. 95-61, passed 5-9-95; Am. Ord. 2000-16, passed 10-26-99; Am. Ord. 2007-50, passed 4-24-07)

§ 155.022 ZONING BOARD OF APPEALS.

(A) As used in this chapter, Board means the Zoning Board of Appeals as established herein. ('58 Code, § 50.270)

(B) There is hereby established a Zoning Board of Appeals which shall consist of five members appointed by

resolution of the City Commission. Each Commissioner shall nominate for appointment one member who shall be a resident in the district of the nominating Commissioner; 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. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three years from date of appointment. The Board, from its membership, shall elect a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designated by the City Manager. Each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Board of Appeals in an advisory capacity but shall not have any vote. The members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

('58 Code, § 50.271) (Ord. 75-15, passed 12-30-74; Am. Ord. 82-1, passed 10-20-81; Am. Ord. 83-68, passed 9-6-83; Am. Ord. 95-44, passed 3-14-95; Am. Ord. 95-68, passed 6-6-95)

(C) No member of the Board shall draw any compensation for his services. ('58 Code, § 50.274)

(D) Meetings of the Board shall be held at the call of the Chairman and at other times as the Board may determine. All meetings of the Board shall be open to the public, and the Board shall keep minutes of its proceedings showing the vote of each member on each question submitted to it, or, if a member is absent or fails to vote, the fact shall appear in its minutes. Copies of its minutes shall be immediately filed with the City Clerk and shall become a public record. ('58 Code, § 50.275)

(E) The purpose of the Board is to hear and determine appeals from refusal of building permits and to permit special exceptions or variances from the terms of this chapter in harmony with its general purpose and intent, and in accordance with the principles, conditions, and procedures specified in this section and §§ 155.023 through 155.025. ('58 Code, § 50.2751)

(F) The Board shall have the following powers.

(1) Hear and decide appeals where it is alleged there in error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance.

(2) Hear and decide special exceptions to the terms of any zoning ordinance upon which the Board is required to pass.

(3) Authorize on appeal in specific cases any variance from the terms of any zoning ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.

(4) Grant temporary permits for nonconforming use of buildings or lands in the city; however, the temporary permits shall expire up to one year, after their issuance.

(5) Hear and decide requests and/or motions for rehearings in accordance with the procedures set forth in the Code of Ordinances addressing the Zoning Board of Appeals.

(6) Hear and decide any variance request made for relief from the provisions of § 151.03, in accordance with the principles, conditions and procedures specified in this chapter. Prior to its review of any such variance request, the Board shall first be provided the recommendations of the Marine Advisory Board on the specific request.

('58 Code, § 50.276) (Ord. 666, passed - - ; Am. Ord. 66-A, passed - - ; Am. Ord. 93-32, passed 3-16-93; Am. Ord. 97-42, passed 3-11-97; Am. Ord. 98-10, passed 11-25-97; Am. Ord. 2005-79, passed 9-27-05)

Cross-reference:

Zoning Board of Appeals, see Charter sections 221 through 227

Board to act as board of adjustment for airport zoning, see § 150.11

Authority to grant floodplain variances, see § 152.25

§ 155.023 VARIANCES.

(A) In exercising the powers and duties prescribed by § 155.022, the Zoning Board of Appeals shall not grant a variance unless and until the following has been demonstrated.

(1) Special and peculiar conditions and circumstances affect the land, building, or structure concerning which variance is sought, which conditions and

circumstances do not apply generally to neighboring lands, buildings, and structures in the same district.

(2) The existing conditions and circumstances are not the result of the actions of the applicant or his agents.

(3) The existing conditions and circumstances are such that strict application of the provisions of the ordinance would deprive the applicant of reasonable use of the land, building, or structure, equivalent to the use made in neighboring lands, buildings, or structures in the same district and permitted by the terms of this provision, however, no nonconforming use of neighboring lands, buildings, or structures, legal or illegal, in the same district and no permitted use of lands, buildings, or structures in adjacent areas shall be considered grounds for issuance of a variance permitting similar uses.

(4) The Board shall find that the granting of the variance will be in harmony with the general purpose and intent of the zoning ordinance, and that the variance proposed to be granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

(B) The Board shall not be empowered or authorized to issue variances or exceptions to permit a use in a district in which the use is prohibited by this chapter unless the variance falls under the conditions set out by subsection (A) above.

(C) The Board shall not be empowered or authorized to grant a variance which has the effect of providing relief from a code requirement under which a property owner or his agent has been cited for a zoning violation unless and until one of the following events has occurred:

(1) The Code Enforcement Officer has determined that the violation no longer exists or recurs;

(2) The property owner or his agent has appeared before the Special Master for Code Enforcement, who shall determine whether or not a violation has occurred and issue the appropriate order.

(D) It is hereby declared that any person, which term shall include, but is not limited to, an individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, corporation, business or other similar entities, that do not meet or adhere to any and all restrictions or conditions imposed by the Zoning Board of Appeals and any of its orders shall be deemed in violation of the provisions of this chapter.

Sec. 191. METHOD OF MAKING SPECIAL ASSESSMENTS.

Editor's note: See editor's note following section 184.

Sec. 192. ASSESSMENT ROLL AND NOTICE.

Editor's note: See editor's note following section 184.

Sec. 193. ASSESSMENTS AGAINST UNITED STATES OR POLITICAL SUBDIVISIONS.

Editor's note: See editor's note following section 184.

Sec. 194. HEARING; CONFIRMATION OF ASSESSMENT LIST.

Editor's note: See editor's note following section 184.

Sec. 195. SETTING ASIDE SPECIAL ASSESSMENTS.

Editor's note: See editor's note following section 184.

Sec. 196. SUITS, ACTIONS, WRITS, OR SPECIAL PROCEEDINGS.

Editor's note: See editor's note following Section 184.

Sec. 197. METHOD OF COLLECTION.

Editor's note: See editor's note following section 184.

Sec. 198. LIEN DOCKET.

Editor's note: See editor's note following section 184.

Sec. 199. SPECIAL ASSESSMENT REVOLVING FUND.

Editor's note: See editor's note following section 184.

Sec. 200. ASSIGNMENT OF ASSESSMENT LIENS.

Editor's note: See editor's note following section 184.

Sec. 201. FORECLOSURE BY CITY.

Editor's note: See editor's note following section 184.

Sec. 202. FORECLOSURE WHEN LIENS ASSIGNED.

Editor's note: See editor's note following section 184.

ARTICLE XXI: (RESERVED)

Secs. 203 through 213.

Editor's note: Charter Amendment No. 1, approved by the electorate on

March 10, 1981, repealed Article XXI, previously contained herein, which dealt with the Planning Board.

ARTICLE XXII: (RESERVED)

Secs. 214. through 220.

Editor's note: Charter Amendment No. 1, approved by the electorate on March 10, 1981, repealed Article XXII, previously contained herein, which dealt with the Zoning Board. Pursuant to the Municipal Home Rule Powers Act, the substantive provisions of Sections 218 - 220 have been transferred to §§100.45, 100.46, 155.026, and 155.027.

ARTICLE XXIII: ZONING BOARD OF APPEALS

Sec. 221. ESTABLISHMENT AND MEMBERSHIP.

There is hereby created and established a Zoning Board of Appeals which shall consist of five (5) members, each of whom shall be a resident of the City of Pompano Beach, appointed by resolution of the City Commission, and each member shall be appointed for a term of three (3) years and removable for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Said Board, from its membership, shall elect a Chairman and Vice-Chairman, and each member of said Board shall serve without compensation. The Zoning Administrator shall meet with said Board in an advisory capacity but shall have no vote. The purpose of the Board is to hear and determine appeals from refusal of building permits and to permit special exceptions and/or variances from the terms of the zoning ordinances in harmony with its general purpose and intent, and in accordance with the principles, conditions and procedures specified in the ordinances. (Ref. of 3-9-76; Ref. of 3-11-80; Amend. No. 8)

Sec. 222. SUBSTITUTE MEMBERS.

The City Commission shall by resolution appoint three (3) alternate members of the Zoning Board of Appeals, 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 Zoning Board of Appeals, 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 Zoning Board of Appeals 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 Board of Appeals 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 Zoning Board of Appeals before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members. (Ref. of 3-9-76)

Sec. 223. RULES, REGULATIONS AND PROCEDURE.

The City Commission may by ordinance fix and determine procedure for the Zoning Board of Appeals and such Board shall adopt reasonable rules and regulations consistent with the provisions of such ordinance for the presentation of matters before such Board, for notifying interested parties, for charging and collecting an application fee, for conducting and holding hearings, and for calling in advisors or assistants from time to time. The city shall furnish to the Board stenographers, typists and clerical help and pay miscellaneous expenses from time to time. No member of the Board shall draw any compensation for his services. All meetings of the Board shall be open to the public, and the Board shall keep minutes of its proceedings showing the vote of each member upon each question submitted to it, or, if a member is absent or fails to vote, such fact shall appear upon its minutes. Copies of its minutes shall be immediately filed with the Clerk and the city and shall become a public record.

Sec. 224. ADMINISTRATION FUND.

Editor's note: This section was repealed in March, 1981.

Sec. 225. POWERS.

The Zoning Board of Appeals shall have the following powers:

(1) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance;

(2) To hear and decide special exceptions to the terms of any zoning ordinance upon which such Board is

required to pass under such zoning ordinance;

(3) To authorize upon appeal in specific cases such variance from the terms of any zoning ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship, and so justice done.

In exercising the above powers and duties, the Board shall not grant a variance unless and until:

(1) It shall be demonstrated that special and peculiar conditions and circumstances affect the land, building or structure concerning which variance is sought, which conditions and circumstances do not apply generally to neighboring lands, buildings and structures in the same district.

(2) It shall be demonstrated that the existing conditions and circumstances are not the result of the actions of the applicant or his agents.

(3) It shall be demonstrated that the existing conditions and circumstances are such that strict application of the provisions of the ordinance would deprive the applicant of reasonable use of said land, building or structure, equivalent to the use made in neighboring lands, buildings or structures in the same district and permitted by the terms of this provision provided, however, that no nonconforming use of neighboring lands, buildings or structures, legal or illegal, in the same district and not permitted use of lands, buildings or structures in adjacent areas shall be considered grounds for issuance of a variance permitting similar uses.

(4) The Zoning Board of Appeals shall find that the granting of the variance will be in harmony with the general purpose and intent of the zoning ordinance, and that the variance proposed to be granted is the minimum variance that will make possible the reasonable use of the land, building or structure. The Zoning Board of appeals shall not be empowered or authorized to issue variances or exceptions to permit a use in a district in which such use is prohibited by the zoning ordinance unless such variance falls under the preceding conditions.

Sec. 226. DECISION OF BOARD.

In exercising the foregoing powers mentioned herein, such Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, or may make such order, requirement, decision or determination as ought to be made, and to that end, shall have all the powers of the officer from whom the appeal is

taken. Each decision of the Board shall set out with sufficient clarity and succinctness the exact and particular decision made by such Board, and all such decisions shall be on an appropriate form. One copy of the decision shall be kept by the Board of Appeals, one copy shall be forwarded to the City Clerk and shall become a public record, and at least one copy shall be forwarded to the applicant. The concurring vote of four (4) members of the Board shall be necessary to reverse any order, requirement, decision or determination of any such administrative officer, or decide in favor of the applicant on any matter upon which it is required to pass under any zoning ordinance, or to effect any variance in such zoning ordinance.

Sec. 226.1. REVERSAL OR MODIFICATION BY CITY COMMISSION.

All final decisions of the Zoning Board of Appeals granting appeals, special exceptions and/or variances, may be appealed to the City Commission which shall be empowered to affirm, reverse or modify such decision under the same criteria the Board is required by law to follow. Such appeal may be instituted by a City Commissioner, the City Manager or any individual entitled to notice of the original proceeding before the Zoning Board of Appeals. Procedures for the filing of decisions of the Board and taking appeals therefrom shall be established by ordinance. (Sp. Acts, Ch. 69-1511, § 2) (Amendment adopted by electorate 3-13-90)

Editor's note: Ch. 69-1511, § 2, ratified Feb. 18, 1969, amended Ch. 57-1754 by adding thereto section 226.1.

Sec. 227. APPEAL TO COURT.

Any person or persons, jointly or severally, aggrieved by any decision of the Zoning Board of Appeals, may petition the circuit court for issuance of a writ of certiorari, appealing such decision, in whole or in part, and specifying the grounds for the appeal in the manner and within the time provided by the Florida Appellate Rules. (Ref. of 3-8-77)

ARTICLE XXIV: FRANCHISE
AND PUBLIC UTILITIES

Sec. 228. GRANTING OF FRANCHISES.

The City Commission may by ordinance grant franchises of all kinds, to any individual, firm or corporation for the use of city streets, water and waterways, public beaches, and recreational facilities, lands and ways, but no such franchise shall be granted for more than 30 years, nor shall it be exclusive. Such franchise may be renewed for additional periods at the expiration date provided the same procedure is followed as is required for new franchises. No such franchise or renewal shall be assigned

except by consent and approval of the City Commission. (Ref. of 3-9-76)

Sec. 229. FRANCHISE NOTICE AND PUBLIC HEARING.

Before any such franchise is granted there shall be a public hearing after notice has been published once in a newspaper of general circulation in the City of Pompano Beach, Florida not less than five (5) days prior to the date of the hearing. (Ref. of 3-9-76)

Sec. 230. FRANCHISE, GENERAL PROVISIONS.

Nothing contained in this Charter shall in any way limit the City Commission in the exercise of any of its lawful powers with respect to public utilities, or to prohibit the City Commission from imposing in any such grant restrictions and provisions as it may deem to be in the public interest, provided they are not inconsistent with the provisions of this Charter or of the Constitution of the State of Florida. (Ref. of 3-9-76)

Sec. 231. PURCHASING OF PUBLIC UTILITIES.

Whenever the City Commission shall determine, and in accordance with the franchise terms, the city may purchase the properties of a privately owned public utility and may include in such purchase properties located outside as well as within the city.

The city may also condemn any public utility properties pursuant to the general condemnation provisions of this Charter. (Ref. of 3-9-76)

Sec. 232. FINANCIAL PROVISIONS.

The city may finance the acquisition of privately owned utility properties, the purchase of land, and the cost of all construction and property installation for utility purposes by borrowing, in accordance with the provisions of Article XIX of this Charter. Appropriate provisions shall be made however, for the amortization and retirement of all bonds within a maximum period of forty (40) years. Such amortization and retirement may be effected through the use of depreciation funds or other financial resources provided through the earnings of the utility. (Special Acts, Ch. 61-2711, § 8; Ref. of 3-9-76)

Sec. 233. ESTABLISHMENT OF MUNICIPALLY OWNED AND OPERATED UTILITIES.

The city shall have power to own and operate any public utility, to construct and install all facilities that are reasonably needed, and to lease or purchase any existing utility properties used and useful in public service. The city may also furnish service in adjacent and nearby communities which may be conveniently and economically served by the municipally owned and operated utility, subject to agreements with such communities, and subject to provisions of state law. The

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155 OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 155.022, "ZONING BOARD OF APPEALS", SUBSECTION (B), RELATING TO THE METHOD OF APPOINTMENT AND REMOVAL OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the 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 COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 155.022, "Zoning Board of Appeals", is hereby amended to read as follows:

Section 155.022 ZONING BOARD OF APPEALS.

...

SECTION 3. This Ordinance shall become effective upon passage.

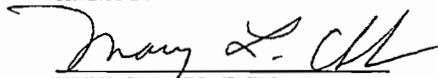
PASSED FIRST READING this 7th day of March, 1995.

PASSED SECOND READING this 14th day of March, 1995.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

PDE/jrm
1/24/95
Ord D-61 95-070

Zoning Boards of Appeals

Name	Address	District	Phone	Appointed	Expires	Res. No.
VACANCY Comr. Dockswell's Appointee		1	783-2300	4/23/2013	11/11/2014	2013-198 Daniel Yaffe
VACANCY Vice Mayor Burrie's Appointee		2	954-942-9759	10/8/2013	11/12/2014	2014-01 Paul S. Webb
VACANCY Comr. Hardin's Appointee		3	954-977-3040	7/26/2011	11/11/2014	2011-290 George J. Cuolahan
VACANCY Comr. Phillips' Appointee		4	954-785-4543	10/8/2013	11/12/2014	2014-02 Robert J. Kintchen, Jr.
VACANCY Comr. Moss' Appointee		1	954-785-9600	7/26/2011	11/11/2014	2011-288 M. Ross Schullmister
(1) Robert Holmes City Commission At Large	1577 NW 7th Avenue (33060) rholmes1577@att.net	4	954-943-7485	7/26/2011	11/11/2014	2011-299
(2) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	4/23/2013	4/4/2016	2013-216
(3) James R. Bunn City Commission At Large	360 S.E. 15th Avenue (33060) bunnsf@bellsouth.net	3	954-781-1746 (O) 954-296-7266	2/25/2014	2/22/2017	2014-154
Matthew DeSantis	Recording Secretary		954-786-4652			

Meets: Third Thursday of each month @ 6:00pm in the City Commission Chambers
 Elections: Annually in January

May serve on other boards also.

Meeting Date: February 24, 2015

Agenda Item

2

REQUESTED COMMISSION ACTION:

X Consent

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE BUDGET REVIEW COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **JUDI AHERN** TO THE BUDGET REVIEW COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN FOR A TERM TO COINCIDE WITH THE TERM OF OFFICE OF SAID APPOINTING COMMISSIONER; 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: 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	2/10/15	Approve	
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, APPOINTING JUDI AHERN TO THE BUDGET REVIEW COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN FOR A TERM TO COINCIDE WITH THE TERM OF OFFICE OF SAID APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Judi Ahern is well qualified to serve as a member of the Budget Review 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 Judi Ahern is hereby appointed to the Budget Review Committee as appointee of Commissioner Rex Hardin for a term to coincide with the term of office of said appointing commissioner.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



CITY OF POMPAÑO 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: Budget Review Committee

NAME OF APPLICANT: ^{Judi} Judi Ahern JIM AHERN (F)

RESIDENCY ADDRESS: 371 SE 3 street

ZIP CODE: 33060 HOME PHONE NO.: 954-942-7187

MAILING ADDRESS: Same as above

CITY/STATE/ZIP CODE: '' '' ''

ARE YOU A CITY RESIDENT? YES: NO:

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

DO YOU OWN REAL PROPERTY IN POMPAÑO 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: Operations Manager / City of Boca Raton

BUSINESS ADDRESS: 201 W. Palmetto Park Road

CITY/STATE: Boca Raton, FL

ah
m
City of Boca Raton

ZIP CODE: 33060

561-416-3343

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

IF YES, PLEASE LIST NAME: N/A

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

IF YES, PLEASE LIST NAME:
Charter Amendment Advisory Board
Employees' Board of Appeals

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: N/A

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

EDUCATION: One year college - 28 years develop
Budget for City of Boca Raton

EXPERIENCE: 28 years w/city of Boca Raton. Gener
Pension Plan Board Member/So. Atlantic Credit Unio
Board Member

CURRENT POSITION: Operations Manager /
Municipal Services

PAST POSITIONS: City of BR Pension Board

HOBBIES: Gardening / Riding

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

Geoff Rhems
SIGNATURE OF APPLICANT

9/2/2009
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.

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, CREATING A BUDGET REVIEW COMMITTEE; PROVIDING FOR MEMBERSHIP, QUALIFICATIONS, TERMS, POWERS AND DUTIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the annual budget process is the single most recurring task of the city each year; and

WHEREAS, the budget should reflect the needs and concerns of all sectors of the community; and

WHEREAS, the City Commission desires to involve interested and knowledgeable residents of the city in the budget review process; and

WHEREAS, the City Commission has determined that citizen participation in the budget process should facilitate a budget which is responsive to the needs of the city as a whole; now, therefore,

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

SECTION 1. There is hereby created a Budget Review Committee to serve in an advisory capacity to the City Manager and City Commission.

SECTION 2. The committee shall be composed of six members who shall serve without compensation at the pleasure of the City Commission. The Mayor and each City Commissioner shall be entitled to one appointment to the committee. The term of the committee members shall coincide with that of the Mayor or the City Commissioner who appointed the member.

SECTION 3. The committee's powers and duties shall be as follows:

1. To provide the city with input regarding the taxpayers' perspective in the development of the annual operating budget;
2. To review projections and estimates from the City Manager regarding revenues and expenditures for the upcoming fiscal year;
3. To advise the city on service levels and priorities;
4. To submit recommendations to the City Commission during the City Commission's scheduled budget workshops regarding the budget for the upcoming fiscal year;
5. All committee requests for information shall be directed and coordinated through the City Manager's office; and
6. The committee shall select its own Chair and shall adopt rules of procedure for the conduct of the meeting provided, however, that a quorum shall require the presence of at least four committee members.

SECTION 4. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution that can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

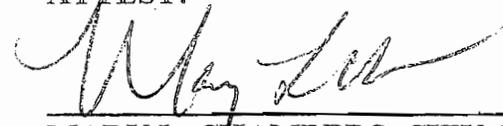
SECTION 5. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of April, 2008.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/28/08
l:reso/2008-139

Budget Review Committee		MEMBERS					
Name	Address	District	Phone	Appointed	Expires	Reso No.	
Carmen Jones Mayor Fisher's Appointee	721 N.W. 16th Street (33060) cjones @brrh.com <u>Cjones_2014@yahoo.com</u>	4	954-249-9026	5/14/2013	12/16/2016	2013-241	
VACANCY Comr. Dockswell's Appointee		1		4/27/2010	5/15/2012		
VACANCY Vice Mayor Burrie's Appointee		2		5/15/2014	11/11/2014	Predrag Patrick Jovanov	
VACANCY Comr. Hardin's Appointee		3		5/22/2012	11/11/2014	Jean Flom	
VACANCY Comr. Phillips' Appointee		4		4/23/2013	11/11/2014	Robert Holmes	
VACANCY Comr. Moss' Appointee		5		4/23/2013	11/11/2014		

Christine Kendel

Recording Secretary

954-786-4612

Meets: First Thursday @ 6:00pm in the City Commission Chambers Conference Room

Meeting Date: February 24, 2015

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
Discussion Presentation

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

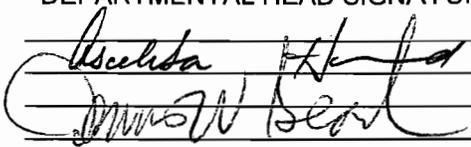
Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **DODIE KEITH-LAZOWICK** TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 30, 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: 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>2/12/15</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 DODIE KEITH-LAZOWICK TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON SEPTEMBER 30, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dodie Keith-Lazowick 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 Dodie Keith-Lazowick is hereby appointed to the Pompano Beach Economic Development Council, Inc., as appointee of Vice Mayor Charlotte Burrie for a term of three (3) years; said term to expire on September 30, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



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

City Clerk's Office Fax No.: (954) 786-4095
 Post Office Drawer 1300
 Pompano Beach, Florida 33061 Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: ECONOMIC DEVELOPMENT COUNCIL

NAME OF APPLICANT: DODIE KEITH-LAZOWICK

RESIDENCY ADDRESS: 8400 TROTTERS LANE, PARKLAND

ZIP CODE: 33067 HOME PHONE NO.: 954.649.8374

MAILING ADDRESS: KEITH & ASSOCIATES
301 E. ATLANTIC BLVD

CITY/STATE/ZIP CODE: POMPANO BCH, FL 33060

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

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

BUSINESS OR OCCUPATION: KEITH & ASSOCIATES, INC

BUSINESS ADDRESS: 301 E. ATLANTIC BLVD

CITY/STATE: POMPANO BCH, FL

ZIP CODE: 33060 BUSINESS PHONE NO. 954.788.3400

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

IF YES, PLEASE LIST NAME: N/A

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? No

IF YES, PLEASE LIST NAME: N/A

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: N/A

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

EDUCATION: UNIVERSITY OF FLORIDA, 1982
B.S. OF LAND SURVEYING

EXPERIENCE: SEE ATTACHED RESUME

CURRENT POSITION: PRESIDENT/OWNER
KEITH & ASSOCIATES, INC

PAST POSITIONS: SEE ATTACHED RESUME

HOBBIES: READING, BEACH

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

[Signature]
SIGNATURE OF APPLICANT

5.13.2010
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.



ADOLPHINE "DODIE" KEITH-LAZOWICK, P.L.S.

President



Ms. Keith-Lazowick joined the firm in 2006, succeeding her father, Bill Keith, as President and Managing Principal. Ms. Keith-Lazowick, is a former nine-year Partner and Managing Principal of Keith and Schnars, P.A., assisting in directing corporate operations statewide offering Surveying and Mapping, Land Planning, Civil, Environmental, Transportation Engineering, and Geodetic Surveying Services.

Under her leadership, Keith & Associates, Inc. has grown to a mid-size closely-knit firm of over 45 staff members providing civil engineering, CEI, comprehensive planning, and surveying and mapping services. Her dedication to expand the firm's areas of practice to include permit expediting, construction and program management as well as FDOT Work Groups 3, 8, 10, and 13 has been very successful for the firm.

Since 1982, Ms. Keith-Lazowick's experience has encompassed many phases of engineering, construction, surveying and mapping, land planning, site design and agency permitting. As a Senior Project Coordinator/Manager, she has supervised and provided complete project services, from planning, surveying and mapping and design for public, commercial and residential developments. As a Professional Surveyor and Mapper, she has been responsible for route/right-of-way, boundary, construction, topographic, and geodetic control surveys for transportation projects, electric transmission lines, commercial and residential developments. Her experience includes title and deed interpretation for the preparation of ALTA/ACSM land title boundary surveys, topographic/design surveys, preparation of right-of-way and municipal maps, plat preparation, horizontal and vertical project network control, sectional surveys, land descriptions, computer-aided mapping and survey calculations.

COMMUNITY-PROFESSIONAL INVOLVEMENT

Ms. Keith-Lazowick has a personal desire to contribute to the community and engineering related professions. She has actively participated in her community and served the Surveying and Mapping profession on a state level.

Broward County:

Ms. Keith-Lazowick is currently serving her profession and community on the following Boards:

- School Board of Broward County – Dr. Bob Park's Appointee (2007-present) Supplier Diversity & Outreach Advisory Board
- Broward Partnership for the Homeless, Inc. (2007-present) Board of Directors
- Broward County – Commissioner Ilene Lieberman Appointee (2007-present) Small Business Development Advisory Board
- Sample McDougald House Preservation Society, Inc. – City of Pompano Beach (2009-present) Board of Directors

Florida Society of Surveying & Mapping (FSMS):

Ms. Keith-Lazowick served on numerous elected offices in the state and local societies representing her profession of Land Surveying.

- Florida District 6 (Broward / Palm Beach County) – State Director
- State Membership Chairman / Annual Conference & Education Chairman
- Awards Received: State Board Member of the Year and President's Award
- Florida Surveying Technician's Education Trainig Program Advisory Board (2005-present)

Experience Highlights

More than 27 years of surveying and mapping experience

Expertise in preparation of survey data for use in land title transfers, platting, design surveys, right of way and municipal mapping

Education

*Bachelors of Science in Land Surveying
University of Florida, 1982*

Professional Registration

Professional Surveyor & Mapper, Florida (#4105)

Professional Affiliations

Florida Survey and Mapping Society (F.S.M.S.)

Broward County Chapter of F.S.M.S.

American Congress on Surveying and Mapping

National Society of Professional Surveyors

Publications

Co-editor, "Laws and Regulations Affecting Surveying Practice in Florida," ACSM/ FSPLS Student Chapter, 1982.

Co-author, "Total Station Capability," Proceedings of the ASCM, Fall 1984, San Antonio, TX, 1984.

COMMUNITY-PROFESSIONAL INVOLVEMENT

City of Parkland:

Ms. Keith-Lazowick has served in numerous elected and appointed positions throughout her 31 years as a resident of the City of Parkland.

- Parks & Recreation Board – Founding Chairman (1988)
- Youth Recreation Soccer Club – Founding President (1989)
- Parkland Education Resource Committee – Founding Board Member (1989)
- Planning & Zoning Board – Board Member (1990-91)
- City Commission – Commissioner District 2 (1991-95)
- Youth Competitive Soccer Program – Board Member/City Liaison (2000-04)
- Charter Review Board – Current Board Member (2004-09)

Additional Memberships

- Greater Pompano Beach Chamber of Commerce
- Greater Deerfield Beach Chamber of Commerce
- Pompano Beach Economic Group
- Fort Lauderdale Women's Club
- American Congress on Surveying and Mapping
- National Society of Professional Surveyors
- The Girl Scouts of Broward County – Fulfilling the Promise

PROFESSIONAL HISTORY

2006-Present: **President**, Keith & Associates, Inc., Pompano Beach, Florida

1977-2006: Survey Director/Manager/Shareholder, Keith and Schnars, P.A., FL

SELECTED COMMUNITY PROJECTS



Pompano Historical Society Sample-McDougal House Museum

This historic home was originally constructed in 1916 on Dixie Highway in the City of Pompano Beach. The goal of the project was to relocate the house in May of 2001 to its new location at a City park at 450 NE 10th Street in the City of Pompano Beach. The house interior has been renovated through community participation through 2008. Keith and Associates, Inc. is proud to have provided the required topographic/design surveys, and civil engineering for this community service project. Current services being contributed to this project included site plan processing, civil design for water, sewer, drainage, parking lot and driveways, permitting, and surveying. The firm plans to continue with its participation in this historic preservation project through construction inspections and final engineering certifications. Keith and Associates, Inc is a "Heritage Society" level donor to this facility through our in-kind donations thus far. Dodie Keith-Lazowick current serves on the Sample-McDougal Board of Directors.



Camp Telogia (The Girl Scouts of Broward County)

Hurricanes Wilma and Jean devastated this historic campsite in 2005. The majority of the mature trees and landscape vegetation were destroyed and in the post storms cleanup were removed. The existing structures and camp amenities were damaged resulting in the closing of the facility. As part of the redevelopment team, Keith and Associates, Inc. facilitated a number of charettes to provide project information and obtain community input and consensus from the estate homes that have been developed around the site in recent years. Dodie Keith-Lazowick was instrumental in obtaining the necessary governmental approvals for the final site plan in 2008.

SELECTED COMMUNITY PROJECTS

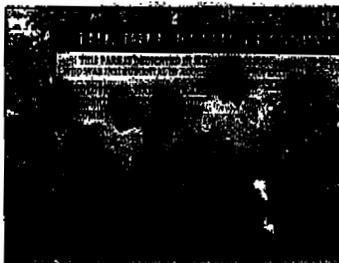
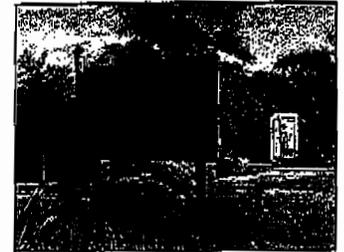
Broward Partnership for the Homeless

In memory of our founder, Bill Keith, The Broward Partnership for the Homeless, Inc. (BPHI) is creating an entry garden area at the Central Homeless Assistance Center located in downtown Fort Lauderdale. Bill Keith was very instrumental in the establishment of the Center and actually served on the Board of Directors as its first Chair. The majority of the improvement effort has been funded through in-kind donations. Keith & Associates, Inc. is proud to be continuing in Mr. Keith's footsteps with strong corporate involvement continuing for this organization. Dodie Keith-Lazowick, currently serves as a Board Member and Secretary for the Executive Board of BPHI and has established The Bill Keith Family Endowment Fund. BPHI's goal is to assist the homeless once again become self-sufficient members of our society, including obtaining and retaining both jobs and housing. They provide job training, medical, mental and dental assistance, child care as well as a stable safe housing to assist in their recovery efforts. 100% of endowment funds will be used to provide for the needs for the residents. Our passion is funding the specialized needs, such as tuition for specialized job training, tools or clothes for tradesman, a Girl Scout troop for the children or holiday celebrations for the residents.



Liberty Park, (Build-A-Park Community Project)

Keith and Associates, Inc. provided the required topographic/design surveys, engineering and construction layout for this community service project in the City of Parkland. Staff members also participated by providing labor in the actual construction of the facility. This was a project designed and constructed by a 100% volunteer work force. Keith and Associates, Inc. is proud to have the opportunity to participate in this community endeavor.



The Bill Keith Preserve

This 3.5 acres located on the north bank of the South Fork of the New River has been a joint effort between Broward County and City of Fort Lauderdale creating a Natural Preserve project funded with parks and open space bond monies. Bill Keith was instrumental in finalizing the extensive 10-years of negotiations which resulted in the acquisition of this property thereby eliminating the proposal of a 5-story industrial boat storage facility which would have stripped the native vegetation and bulk-headed the entire river bank. Members of the Keith and Associates, Inc. staff have continued to

participate with the City of Fort Lauderdale with the hand clearing and replanting efforts to eradicate all invasive plant species. The results of these community minded efforts is the naming of the site in memory of Bill Keith in the spring of 2008. Many Keith & Associates staff members are continuing in the community effort of the hand clearing and removal of exotic vegetation as required by the government grants.



Friends of (Herb Skolnick Cultural Arts Foundation) HSCAF Inc

Pompano Beach Commissioner Skolnick brought the Florida Philharmonic and other exciting programs to our community and was the driving force to foster the Cultural Arts in Pompano Beach. The foundation named in his honor tries to foster a local year round Renaissance of the Art in Pompano Beach that will enhance our community and serve our business interests. Dodie Keith is a founding member of this organization in an effort to bring cultural arts related programs into the public schools in the City of Pompano Beach.

**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.

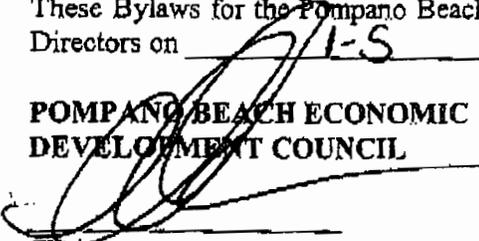
ARTICLE XII - COUNCIL SEAL

12.01 FORMS

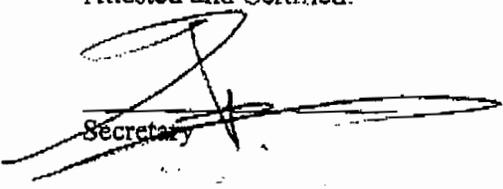
The seal of the Council shall have the name of the Council, the State, the year of its inception and the words "Council Seal" inscribed thereon.

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

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

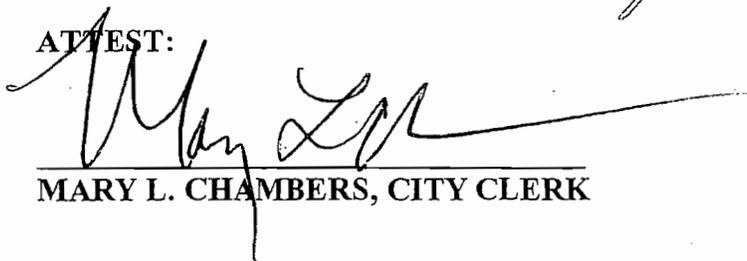
established for the purpose of improving economic development within the City. In order to accomplish the economic development in all sectors of the City, the City approves of a fifteen (15) member Board of Directors for the Council of which five (5) will be appointed by the Greater Pompano Beach Chamber 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,

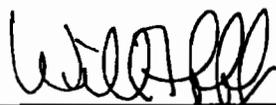
BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

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.

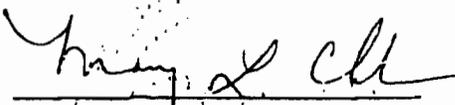
SECTION 3. This Resolution shall become effective upon passage.

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



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

GBL:jrr
7/8/97
I:reso/97-330

Name	Address	District	Phone	Appointed	Expires	Reso No.
Vince Johnson	671 N.w. 18th Court (33060)	4	754-234-5844	2/10/2015	11/6/2016	2015-169
Comr. Phillips' Appointment	vjohnson357@hotmail.com					
VACANCY					1/13/2015	
Comr. Moss' Appointment					Rawls Term	
Elaine Fitzgerald	1937 E. Atlantic Blvd., Ste 102 (33060)	1	954-471-6704 c	2/10/2015	11/6/2016	2015-168
Comr. Dockswell's Appointment	elaine@ourPRteam.com		954-942-2424 o			
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 24, 2015

Agenda Item 4

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE APPOINTMENT TO THE ZONING BOARD OF APPEALS

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **M. ROSS SHULMISTER** TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE, 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.

This is a Commission's appointment.

The Zoning Board of Appeals consists of the following members: Daniel Yaffe (District 1) appointed by Comr. Dockswell; Paul S. Webb (District 1) appointed by Comr. Hardin; George J. Cuolahan (District 5) appointed by former Vice Mayor Brummer; Robert J. Kitchen, Jr. (District 4) and Robert Holmes (Alternate #1/District 4) appointed by former Comr. Poitier; M. Ross Schulmister (District 1) appointed by Comr. Burrie; Ray Lubomski (Alternate #2/District 3) and James R. Bunn (Alternate #3/District 3) appointed by Mayor Fisher.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: 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>2/10/15</u>	<u>Approve</u>	
<u>X City Manager</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. ROSS SHULMISTER TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, M. Ross Shulmister is well qualified to serve as a member of the Zoning Board of Appeals 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. Ross Shulmister is hereby appointed to the Pompano Beach Zoning Board of Appeals of the City of Pompano Beach as appointee of Vice Mayor Charlotte Burrie, 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:

ASCELETA HAMMOND, 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: **Zoning Board of Appeals**

NAME OF APPLICANT: **M. Ross Shulmister**

RESIDENCY ADDRESS: **560 SE 12 Street**

ZIP CODE: **33060** HOME PHONE NO.: **(954) 785-9600**

MAILING ADDRESS: **- same -**

CITY/STATE/ZIP CODE: **Pompano Beach, FL 33060-9409**

ARE YOU A CITY RESIDENT? YES: NO:

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN : 1 2 3 4 5 *OR 12*

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: **Attorney, Licensed Real Estate Agent**

BUSINESS ADDRESS: **560 SE 12 Street**

CITY/STATE: **Pompano Beach, FL**

ZIP CODE: **33060** BUSINESS PHONE NO.: **(954) 785-9600**

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(S): _____

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? **Yes**
Charter Amendment

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: **Advisory Board (chair)**

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION, WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE: _____
Licensed attorney, real estate agent

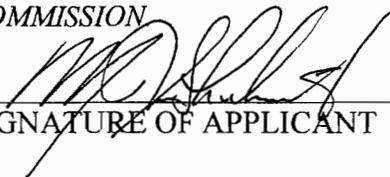
EDUCATION: **Post graduate and seminar courses in real estate, construction, zoning, and related matters**

EXPERIENCE: **Litigated numerous cases involving real estate, zoning and related matters, including cases involving Pompano Beach. Have been through variance process. Served as Pompano's first special master for code enforcement. Arbitrator for 17th Circuit and AAA.**
CURRENT POSITION: **Attorney, Arbitrator**

PAST POSITIONS: **Electrical Engineer, Military Combat Pilot**

HOBBIES: _____

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



SIGNATURE OF APPLICANT

July 1, 2008

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: _____

D. OTHER ACTIONS

To take any other action not assigned or delegated to the Zoning Board of Appeals, Planning and Zoning Board, Architectural and Appearance Committee, Historic Preservation Committee, Development Review Committee, Development Services Director, or other advisory or decision-making authority as the City Commission may deem desirable and necessary to implement the provisions of this Code.

155.2203. ZONING BOARD OF APPEALS (ZBA)

A. ESTABLISHMENT

The Zoning Board of Appeals (ZBA) is hereby established in accordance with state law.

B. POWERS AND DUTIES

The ZBA 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. Special Exception (Sec. 155.2406);
- b. Major Temporary Use Permit (Sec. 155.2412.C);
- c. Interim Use Permit (Sec. 155.2415);
- d. Variance (Sec. 155.2420); and
- e. Appeal of a decision of the Development Services Director on an application for an Interpretation (Sec. 155.2424).

2. Other Powers and Duties

- a. To review and decide appeals of relating to regulations in Section 100.40 (Movable Fixtures in the Public Right-of-Way) of the Code of Ordinances, in accordance with procedures and standards in that section;
- b. To review and decide requests for variances relating to regulations in Chapter 151 (Beaches and Waterways) of the Code of Ordinances, in accordance with procedures and standards in that chapter;
- c. To review and decide requests for variances and appeals relating to floodplain management regulations in, and actions authorized by, Chapter 152 (Buildings) of the Code of Ordinances, in accordance with procedures and standards in that chapter; and
- d. 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 ZBA shall consist of five regular voting members and three alternate members, appointed by resolution of the City Commission as a whole.
- b. Appointed regular voting members shall include one person nominated by each City Commissioner from among residents of the City Commissioner's district—provided, however, that a 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.
- 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. Regular voting members and alternate members shall serve without compensation.

2. Terms

- a. Regular voting members of the ZBA 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 voting members and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the ZBA 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 ZBA 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 155.2203.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 ZBA 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 ZBA 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 shall be filled by the City Commissioner in whose district the appointment originated.
- b. A vacancy in the term of an alternate member shall be filled by the City Commission as a whole.

D. CHAIR AND VICE-CHAIR

1. The ZBA 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 ZBA 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 ZBA, 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 ZBA shall adopt a schedule establishing the date, time, and location of regular meetings. 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 ZBA shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law¹ 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 ZBA meetings to each board member at least 48 hours before the meeting.
- b. Notice of all ZBA 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 ZBA shall be open to the public.

5. Procedure

In conducting its meetings, the ZBA shall follow rules of procedure adopted in accordance with Section 155.2203.I, Rules of Procedure.

G. QUORUM AND NECESSARY VOTE

1. Quorum

Four members of the ZBA shall constitute a quorum. No official business of the board shall be conducted without a quorum present.

2. Voting

The concurring vote of four members of the ZBA shall be necessary to approve a Special Exception, Major Temporary Use Permit, or Interim Use Permit, grant any Variance, or approve any appeal reversing or modifying a decision. An affirmative vote of the majority of board members present and constituting a quorum shall be required for all other decisions.

H. DISQUALIFICATION FROM PARTICIPATION AND VOTING BASED ON CONFLICT OF INTEREST

1. A member of the ZBA 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.

¹ Sec. 286.011, Fla. Stat.

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 155.2203.C.4, Removal and Replacement; Attendance.

I. RULES OF PROCEDURE

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

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

CITY OF POMPANO BEACH
Broward-County, Florida

AN ORDINANCE AMENDING CHAPTER 155 OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 155.022, "ZONING BOARD OF APPEALS", SUBSECTION (B), RELATING TO THE METHOD OF APPOINTMENT; 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 155.022, "Zoning Board of Appeals", is hereby amended to read as follows:

Section 155.022 ZONING BOARD OF APPEALS.

...

(B) There is hereby established a Zoning Board of Appeals which shall consist of five (5) members appointed by resolution of the City Commission. Each Commissioner shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner, 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. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the

Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three (3) years from the date of appointment. The Board, from its membership shall select a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designed by the City Manager, each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Zoning Board of Zoning Appeals in an advisory capacity but shall not have any vote. The 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: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 30th day of May, 1995.

PASSED SECOND READING this 6th day of June, 1995.


EMMA LOU OLSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

abate violation, to prevent the occupancy of the buildings, structure, or land or to prevent any illegal act, conduct, business, or use in or about the premises. Whenever a violation of this chapter occurs, or is alleged to have occurred, any person may file a written complaint. The complaint, stating fully the causes and basis therefor, shall be filed with the Zoning Director.

(B) When as a condition of the issuance of a Certificate of Occupancy by the Building Department or as a condition of final inspection by the Engineering Department, the Zoning Department is required to perform a site inspection, the following inspection fees shall apply, which fees shall be in addition to any and all fees as required pursuant to Chapter 152:

(1) If a Zoning Inspector upon the first inspection finds the work conforms to or complies with the provisions of this chapter or conforms to or complies with the approved plans on file with the city, there shall be no inspection fee.

(2) If a Zoning Inspector upon the first inspection finds the work does not conform to or comply with the provisions of this chapter or does not conform to or comply with the approved plans on file with the city, the Code Inspector shall notify the owner or contractor indicating the corrections required.

(3) When the corrections have been made, the Zoning Inspector shall re-inspect the site.

(4) A certificate of occupancy shall not be issued by the Building Department nor any final inspection be performed by the Engineering Department if any reinspection fees required by this section remain unpaid. ('58 Code, § 50.001) (Ord. 664, passed - - ; Am. Ord. 75-15, passed 12-30-74; Am. Ord. 82-1, passed 10-20-81; Am. Ord. 95-61, passed 5-9-95; Am. Ord. 2000-16, passed 10-26-99; Am. Ord. 2007-50, passed 4-24-07)

§ 155.022 ZONING BOARD OF APPEALS.

(A) As used in this chapter, Board means the Zoning Board of Appeals as established herein. ('58 Code, § 50.270)

(B) There is hereby established a Zoning Board of Appeals which shall consist of five members appointed by

resolution of the City Commission. Each Commissioner shall nominate for appointment one member who shall be a resident in the district of the nominating Commissioner; 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. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three years from date of appointment. The Board, from its membership, shall elect a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designated by the City Manager. Each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Board of Appeals in an advisory capacity but shall not have any vote. The members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission.

('58 Code, § 50.271) (Ord. 75-15, passed 12-30-74; Am. Ord. 82-1, passed 10-20-81; Am. Ord. 83-68, passed 9-6-83; Am. Ord. 95-44, passed 3-14-95; Am. Ord. 95-68, passed 6-6-95)

(C) No member of the Board shall draw any compensation for his services. ('58 Code, § 50.274)

(D) Meetings of the Board shall be held at the call of the Chairman and at other times as the Board may determine. All meetings of the Board shall be open to the public, and the Board shall keep minutes of its proceedings showing the vote of each member on each question submitted to it, or, if a member is absent or fails to vote, the fact shall appear in its minutes. Copies of its minutes shall be immediately filed with the City Clerk and shall become a public record. ('58 Code, § 50.275)

(E) The purpose of the Board is to hear and determine appeals from refusal of building permits and to permit special exceptions or variances from the terms of this chapter in harmony with its general purpose and intent, and in accordance with the principles, conditions, and procedures specified in this section and §§ 155.023 through 155.025. ('58 Code, § 50.2751)

(F) The Board shall have the following powers.

(1) Hear and decide appeals where it is alleged there in error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance.

(2) Hear and decide special exceptions to the terms of any zoning ordinance upon which the Board is required to pass.

(3) Authorize on appeal in specific cases any variance from the terms of any zoning ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.

(4) Grant temporary permits for nonconforming use of buildings or lands in the city; however, the temporary permits shall expire up to one year, after their issuance.

(5) Hear and decide requests and/or motions for rehearings in accordance with the procedures set forth in the Code of Ordinances addressing the Zoning Board of Appeals.

(6) Hear and decide any variance request made for relief from the provisions of § 151.03, in accordance with the principles, conditions and procedures specified in this chapter. Prior to its review of any such variance request, the Board shall first be provided the recommendations of the Marine Advisory Board on the specific request.

('58 Code, § 50.276) (Ord. 666, passed - - ; Am. Ord. 66-A, passed - - ; Am. Ord. 93-32, passed 3-16-93; Am. Ord. 97-42, passed 3-11-97; Am. Ord. 98-10, passed 11-25-97; Am. Ord. 2005-79, passed 9-27-05)

Cross-reference:

Zoning Board of Appeals, see Charter sections 221 through 227

Board to act as board of adjustment for airport zoning, see § 150.11

Authority to grant floodplain variances, see § 152.25

§ 155.023 VARIANCES.

(A) In exercising the powers and duties prescribed by § 155.022, the Zoning Board of Appeals shall not grant a variance unless and until the following has been demonstrated.

(1) Special and peculiar conditions and circumstances affect the land, building, or structure concerning which variance is sought, which conditions and

circumstances do not apply generally to neighboring lands, buildings, and structures in the same district.

(2) The existing conditions and circumstances are not the result of the actions of the applicant or his agents.

(3) The existing conditions and circumstances are such that strict application of the provisions of the ordinance would deprive the applicant of reasonable use of the land, building, or structure, equivalent to the use made in neighboring lands, buildings, or structures in the same district and permitted by the terms of this provision, however, no nonconforming use of neighboring lands, buildings, or structures, legal or illegal, in the same district and no permitted use of lands, buildings, or structures in adjacent areas shall be considered grounds for issuance of a variance permitting similar uses.

(4) The Board shall find that the granting of the variance will be in harmony with the general purpose and intent of the zoning ordinance, and that the variance proposed to be granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

(B) The Board shall not be empowered or authorized to issue variances or exceptions to permit a use in a district in which the use is prohibited by this chapter unless the variance falls under the conditions set out by subsection (A) above.

(C) The Board shall not be empowered or authorized to grant a variance which has the effect of providing relief from a code requirement under which a property owner or his agent has been cited for a zoning violation unless and until one of the following events has occurred:

(1) The Code Enforcement Officer has determined that the violation no longer exists or recurs;

(2) The property owner or his agent has appeared before the Special Master for Code Enforcement, who shall determine whether or not a violation has occurred and issue the appropriate order.

(D) It is hereby declared that any person, which term shall include, but is not limited to, an individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, corporation, business or other similar entities, that do not meet or adhere to any and all restrictions or conditions imposed by the Zoning Board of Appeals and any of its orders shall be deemed in violation of the provisions of this chapter.

Sec. 191. METHOD OF MAKING SPECIAL ASSESSMENTS.

Editor's note: See editor's note following section 184.

Sec. 192. ASSESSMENT ROLL AND NOTICE.

Editor's note: See editor's note following section 184.

Sec. 193. ASSESSMENTS AGAINST UNITED STATES OR POLITICAL SUBDIVISIONS.

Editor's note: See editor's note following section 184.

Sec. 194. HEARING; CONFIRMATION OF ASSESSMENT LIST.

Editor's note: See editor's note following section 184.

Sec. 195. SETTING ASIDE SPECIAL ASSESSMENTS.

Editor's note: See editor's note following section 184.

Sec. 196. SUITS, ACTIONS, WRITS, OR SPECIAL PROCEEDINGS.

Editor's note: See editor's note following Section 184.

Sec. 197. METHOD OF COLLECTION.

Editor's note: See editor's note following section 184.

Sec. 198. LIEN DOCKET.

Editor's note: See editor's note following section 184.

Sec. 199. SPECIAL ASSESSMENT REVOLVING FUND.

Editor's note: See editor's note following section 184.

Sec. 200. ASSIGNMENT OF ASSESSMENT LIENS.

Editor's note: See editor's note following section 184.

Sec. 201. FORECLOSURE BY CITY.

Editor's note: See editor's note following section 184.

Sec. 202. FORECLOSURE WHEN LIENS ASSIGNED.

Editor's note: See editor's note following section 184.

ARTICLE XXI: (RESERVED)

Secs. 203 through 213.

Editor's note: Charter Amendment No. 1, approved by the electorate on

March 10, 1981, repealed Article XXI, previously contained herein, which dealt with the Planning Board.

ARTICLE XXII: (RESERVED)

Secs. 214. through 220.

Editor's note: Charter Amendment No. 1, approved by the electorate on March 10, 1981, repealed Article XXII, previously contained herein, which dealt with the Zoning Board. Pursuant to the Municipal Home Rule Powers Act, the substantive provisions of Sections 218 - 220 have been transferred to §§100.45, 100.46, 155.026, and 155.027.

ARTICLE XXIII: ZONING BOARD OF APPEALS

Sec. 221. ESTABLISHMENT AND MEMBERSHIP.

There is hereby created and established a Zoning Board of Appeals which shall consist of five (5) members, each of whom shall be a resident of the City of Pompano Beach, appointed by resolution of the City Commission, and each member shall be appointed for a term of three (3) years and removable for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Said Board, from its membership, shall elect a Chairman and Vice-Chairman, and each member of said Board shall serve without compensation. The Zoning Administrator shall meet with said Board in an advisory capacity but shall have no vote. The purpose of the Board is to hear and determine appeals from refusal of building permits and to permit special exceptions and/or variances from the terms of the zoning ordinances in harmony with its general purpose and intent, and in accordance with the principles, conditions and procedures specified in the ordinances. (Ref. of 3-9-76; Ref. of 3-11-80; Amend. No. 8)

Sec. 222. SUBSTITUTE MEMBERS.

The City Commission shall by resolution appoint three (3) alternate members of the Zoning Board of Appeals, 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 Zoning Board of Appeals; 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 Zoning Board of Appeals 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 Board of Appeals 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 Zoning Board of Appeals before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members. (Ref. of 3-9-76)

Sec. 223. RULES, REGULATIONS AND PROCEDURE.

The City Commission may by ordinance fix and determine procedure for the Zoning Board of Appeals and such Board shall adopt reasonable rules and regulations consistent with the provisions of such ordinance for the presentation of matters before such Board, for notifying interested parties, for charging and collecting an application fee, for conducting and holding hearings, and for calling in advisors or assistants from time to time. The city shall furnish to the Board stenographers, typists and clerical help and pay miscellaneous expenses from time to time. No member of the Board shall draw any compensation for his services. All meetings of the Board shall be open to the public, and the Board shall keep minutes of its proceedings showing the vote of each member upon each question submitted to it, or, if a member is absent or fails to vote, such fact shall appear upon its minutes. Copies of its minutes shall be immediately filed with the Clerk and the city and shall become a public record.

Sec. 224. ADMINISTRATION FUND.

Editor's note: This section was repealed in March, 1981.

Sec. 225. POWERS.

The Zoning Board of Appeals shall have the following powers:

(1) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance;

(2) To hear and decide special exceptions to the terms of any zoning ordinance upon which such Board is

required to pass under such zoning ordinance;

(3) To authorize upon appeal in specific cases such variance from the terms of any zoning ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship, and so justice done.

In exercising the above powers and duties, the Board shall not grant a variance unless and until:

(1) It shall be demonstrated that special and peculiar conditions and circumstances affect the land, building or structure concerning which variance is sought, which conditions and circumstances do not apply generally to neighboring lands, buildings and structures in the same district.

(2) It shall be demonstrated that the existing conditions and circumstances are not the result of the actions of the applicant or his agents.

(3) It shall be demonstrated that the existing conditions and circumstances are such that strict application of the provisions of the ordinance would deprive the applicant of reasonable use of said land, building or structure, equivalent to the use made in neighboring lands, buildings or structures in the same district and permitted by the terms of this provision provided, however, that no nonconforming use of neighboring lands, buildings or structures, legal or illegal, in the same district and not permitted use of lands, buildings or structures in adjacent areas shall be considered grounds for issuance of a variance permitting similar uses.

(4) The Zoning Board of Appeals shall find that the granting of the variance will be in harmony with the general purpose and intent of the zoning ordinance, and that the variance proposed to be granted is the minimum variance that will make possible the reasonable use of the land, building or structure. The Zoning Board of appeals shall not be empowered or authorized to issue variances or exceptions to permit a use in a district in which such use is prohibited by the zoning ordinance unless such variance falls under the preceding conditions.

Sec. 226. DECISION OF BOARD.

In exercising the foregoing powers mentioned herein, such Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, or may make such order, requirement, decision or determination as ought to be made, and to that end, shall have all the powers of the officer from whom the appeal is

taken. Each decision of the Board shall set out with sufficient clarity and succinctness the exact and particular decision made by such Board, and all such decisions shall be on an appropriate form. One copy of the decision shall be kept by the Board of Appeals, one copy shall be forwarded to the City Clerk and shall become a public record, and at least one copy shall be forwarded to the applicant. The concurring vote of four (4) members of the Board shall be necessary to reverse any order, requirement, decision or determination of any such administrative officer, or decide in favor of the applicant on any matter upon which it is required to pass under any zoning ordinance, or to effect any variance in such zoning ordinance.

Sec. 226.1. REVERSAL OR MODIFICATION BY CITY COMMISSION.

All final decisions of the Zoning Board of Appeals granting appeals, special exceptions and/or variances, may be appealed to the City Commission which shall be empowered to affirm, reverse or modify such decision under the same criteria the Board is required by law to follow. Such appeal may be instituted by a City Commissioner, the City Manager or any individual entitled to notice of the original proceeding before the Zoning Board of Appeals. Procedures for the filing of decisions of the Board and taking appeals therefrom shall be established by ordinance. (Sp. Acts, Ch. 69-1511, § 2) (Amendment adopted by electorate 3-13-90)

Editor's note: Ch. 69-1511, § 2, ratified Feb. 18, 1969, amended Ch. 57-1754 by adding thereto section 226.1.

Sec. 227. APPEAL TO COURT.

Any person or persons, jointly or severally, aggrieved by any decision of the Zoning Board of Appeals, may petition the circuit court for issuance of a writ of certiorari, appealing such decision, in whole or in part, and specifying the grounds for the appeal in the manner and within the time provided by the Florida Appellate Rules. (Ref. of 3-8-77)

ARTICLE XIX: FRANCHISE
AND PUBLIC UTILITIES

Sec. 228. GRANTING OF FRANCHISES.

The City Commission may by ordinance grant franchises of all kinds, to any individual, firm or corporation for the use of city streets, water and waterways, public beaches, and recreational facilities, lands and ways, but no such franchise shall be granted for more than 30 years, nor shall it be exclusive. Such franchise may be renewed for additional periods at the expiration date provided the same procedure is followed as is required for new franchises. No such franchise or renewal shall be assigned

except by consent and approval of the City Commission. (Ref. of 3-9-76)

Sec. 229. FRANCHISE NOTICE AND PUBLIC HEARING.

Before any such franchise is granted there shall be a public hearing after notice has been published once in a newspaper of general circulation in the City of Pompano Beach, Florida not less than five (5) days prior to the date of the hearing. (Ref. of 3-9-76)

Sec. 230. FRANCHISE, GENERAL PROVISIONS.

Nothing contained in this Charter shall in any way limit the City Commission in the exercise of any of its lawful powers with respect to public utilities, or to prohibit the City Commission from imposing in any such grant restrictions and provisions as it may deem to be in the public interest, provided they are not inconsistent with the provisions of this Charter or of the Constitution of the State of Florida. (Ref. of 3-9-76)

Sec. 231. PURCHASING OF PUBLIC UTILITIES.

Whenever the City Commission shall determine, and in accordance with the franchise terms, the city may purchase the properties of a privately owned public utility and may include in such purchase properties located outside as well as within the city.

The city may also condemn any public utility properties pursuant to the general condemnation provisions of this Charter. (Ref. of 3-9-76)

Sec. 232. FINANCIAL PROVISIONS.

The city may finance the acquisition of privately owned utility properties, the purchase of land, and the cost of all construction and property installation for utility purposes by borrowing, in accordance with the provisions of Article XIX of this Charter. Appropriate provisions shall be made however, for the amortization and retirement of all bonds within a maximum period of forty (40) years. Such amortization and retirement may be effected through the use of depreciation funds or other financial resources provided through the earnings of the utility. (Special Acts, Ch. 61-2711, § 8; Ref. of 3-9-76)

Sec. 233. ESTABLISHMENT OF MUNICIPALLY OWNED AND OPERATED UTILITIES.

The city shall have power to own and operate any public utility, to construct and install all facilities that are reasonably needed, and to lease or purchase any existing utility properties used and useful in public service. The city may also furnish service in adjacent and nearby communities which may be conveniently and economically served by the municipally owned and operated utility, subject to agreements with such communities, and subject to provisions of state law. The

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155 OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 155.022, "ZONING BOARD OF APPEALS", SUBSECTION (B), RELATING TO THE METHOD OF APPOINTMENT AND REMOVAL OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the 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 COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 155.022, "Zoning Board of Appeals", is hereby amended to read as follows:

Section 155.022 ZONING BOARD OF APPEALS.

. . .

(B) There is hereby established a Zoning Board of Appeals which shall consist of five (5) members appointed by resolution of the City Commission/. Each Commissioner shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner. Alternate members shall be City residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. ~~W/~~ Members shall serve for a term of three (3) years from the date of appointment. The Board, from its membership shall select a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designated by the City Manager, each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Board of Zoning Appeals in an advisory capacity but shall not have any vote. The members of the Board ~~may be removed by the City Commission on written charges after public hearing before the City Commission.~~ 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. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 7th day of March, 1995.

PASSED SECOND READING this 14th day of March, 1995.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

PDE/jrm
1/24/95
Ord D-61 95-070

Name	Address	District	Phone	Appointed	Expires	Res. No.
VACANCY Comr. Dockswell's Appointee		1	783-2300	4/23/2013	11/11/2014	2013-198 Daniel Yaffe
VACANCY Vice Mayor Burrie's Appointee		2	954-942-9759	10/8/2013	11/12/2014	2014-01 Paul S. Webb
VACANCY Comr. Hardin's Appointee		3	954-977-3040	7/26/2011	11/11/2014	2011-290 George J. Gudahan
VACANCY Comr. Phillips' Appointee		4	954-785-4543	10/8/2013	11/12/2014	2014-02 Robert J. Kintchen, Jr.
VACANCY Comr. Moss' Appointee		1	954-785-9600	7/26/2011	11/11/2014	2011-288 M. Rose Schulmister
(1) Robert Holmes City Commission At Large	1577 NW 7th Avenue (33060) rholmes1577@att.net	4	954-943-7485	7/26/2011	11/11/2014	2011-299
(2) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	4/23/2013	4/4/2016	2013-216
(3) James R. Bunn City Commission At Large	360 S.E. 15th Avenue (33060) bunnsfl@bellsouth.net	3	954-781-1746 (O) 954-296-7266	2/25/2014	2/22/2017	2014-154
Matthew DeSantis	Recording Secretary		954-786-4652			

Meets: Third Thursday of each month @ 6:00pm in the City Commission Chambers
Elections: Annually in January

May serve on other boards also.

Meeting Date: February 24, 2015

Agenda Item 5

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 ZONING BOARD OF APPEALS

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **DANIEL H. YAFFE** TO THE ZONING BOARD OF APPEALS 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.

This is a Commission's appointment.

The Zoning Board of Appeals consists of the following members: Daniel Yaffe (District 1) appointed by Comr. Dockswell; Paul S. Webb (District 1) appointed by Comr. Hardin; George J. Cuolahan (District 5) appointed by former Vice Mayor Brummer; Robert J. Kitchen, Jr. (District 4) and Robert Holmes (Alternate #1/District 4) appointed by former Comr. Poitier; M. Ross Schulmister (District 1) appointed by Comr. Burrie; Ray Lubomski (Alternate #2/District 3) and James R. Bunn (Alternate #3/District 3) appointed by Mayor Fisher.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: Ascelea Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
<u>City Clerk's Office</u>	<u>2/10/15</u>	<u>Approve</u>	<u><i>Ascelea Hammond</i></u>
<u>X City Manager</u>	_____	_____	<u><i>Barry Dockswell</i></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 DANIEL H. YAFFE TO THE ZONING BOARD OF APPEALS 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, Daniel H. Yaffe is well qualified to serve as a member of the Zoning Board of Appeals 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 Daniel H. Yaffe is hereby appointed to the Pompano Beach Zoning Board of Appeals 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.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



**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: Zoning Board of Appeals

NAME OF APPLICANT: DANIA H. YAFFE

RESIDENCY ADDRESS: 2822 NE 12 ST

ZIP CODE: 33062 HOME PHONE NO.: 954-783-2300

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 all

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: _____

BUSINESS ADDRESS: 2822 NE 12 ST

CITY/STATE: Pompano Beach, FL

ZIP CODE: 33062 BUSINESS PHONE NO: 954-946-7455

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

IF YES, PLEASE LIST NAME: ZBA

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME(S):

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: AIRPORT

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

EDUCATION: BS, FLORIDA STATE, CERTIFIED FINANCIAL MANAGER

EXPERIENCE: 25 years in the business & finance area, 12 years as an NASD Arbitrator, Brow County Marine Board

CURRENT POSITION: ZBA

PAST POSITIONS: AIRPORT

HOBBIES: Boating, Diving, Travel

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

[Signature]
SIGNATURE OF APPLICANT

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: _____

D. OTHER ACTIONS

To take any other action not assigned or delegated to the Zoning Board of Appeals, Planning and Zoning Board, Architectural and Appearance Committee, Historic Preservation Committee, Development Review Committee, Development Services Director, or other advisory or decision-making authority as the City Commission may deem desirable and necessary to implement the provisions of this Code.

155.2203. ZONING BOARD OF APPEALS (ZBA)

A. ESTABLISHMENT

The Zoning Board of Appeals (ZBA) is hereby established in accordance with state law.

B. POWERS AND DUTIES

The ZBA 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. Special Exception (Sec. 155.2406);
- b. Major Temporary Use Permit (Sec. 155.2412.C);
- c. Interim Use Permit (Sec. 155.2415);
- d. Variance (Sec. 155.2420); and
- e. Appeal of a decision of the Development Services Director on an application for an Interpretation (Sec. 155.2424).

2. Other Powers and Duties

- a. To review and decide appeals of relating to regulations in Section 100.40 (Movable Fixtures in the Public Right-of-Way) of the Code of Ordinances, in accordance with procedures and standards in that section;
- b. To review and decide requests for variances relating to regulations in Chapter 151 (Beaches and Waterways) of the Code of Ordinances, in accordance with procedures and standards in that chapter;
- c. To review and decide requests for variances and appeals relating to floodplain management regulations in, and actions authorized by, Chapter 152 (Buildings) of the Code of Ordinances, in accordance with procedures and standards in that chapter; and
- d. 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 ZBA shall consist of five regular voting members and three alternate members, appointed by resolution of the City Commission as a whole.
- b. Appointed regular voting members shall include one person nominated by each City Commissioner from among residents of the City Commissioner's district—provided, however, that a 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.
- 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. Regular voting members and alternate members shall serve without compensation.

2. Terms

- a. Regular voting members of the ZBA 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 voting members and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

The Chair of the ZBA 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 ZBA 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 155.2203.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 ZBA 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 ZBA 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 shall be filled by the City Commissioner in whose district the appointment originated.
- b. A vacancy in the term of an alternate member shall be filled by the City Commission as a whole.

D. CHAIR AND VICE-CHAIR

1. The ZBA 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 ZBA 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 ZBA, 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 ZBA shall adopt a schedule establishing the date, time, and location of regular meetings. 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 ZBA shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law¹ 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 ZBA meetings to each board member at least 48 hours before the meeting.
- b. Notice of all ZBA 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 ZBA shall be open to the public.

5. Procedure

In conducting its meetings, the ZBA shall follow rules of procedure adopted in accordance with Section 155.2203.I, Rules of Procedure.

G. QUORUM AND NECESSARY VOTE

1. Quorum

Four members of the ZBA shall constitute a quorum. No official business of the board shall be conducted without a quorum present.

2. Voting

The concurring vote of four members of the ZBA shall be necessary to approve a Special Exception, Major Temporary Use Permit, or Interim Use Permit, grant any Variance, or approve any appeal reversing or modifying a decision. An affirmative vote of the majority of board members present and constituting a quorum shall be required for all other decisions.

H. DISQUALIFICATION FROM PARTICIPATION AND VOTING BASED ON CONFLICT OF INTEREST

1. A member of the ZBA 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.

¹ Sec. 286.011, Fla. Stat.

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 155.2203.C.4, Removal and Replacement; Attendance.

I. RULES OF PROCEDURE

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

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

CITY OF POMPANO BEACH
Broward-County, Florida

AN ORDINANCE AMENDING CHAPTER 155 OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 155.022, "ZONING BOARD OF APPEALS", SUBSECTION (B), RELATING TO THE METHOD OF APPOINTMENT; 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 155.022, "Zoning Board of Appeals", is hereby amended to read as follows:

Section 155.022 ZONING BOARD OF APPEALS.

(B) There is hereby established a Zoning Board of Appeals which shall consist of five (5) members appointed by resolution of the City Commission. Each Commissioner shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner, 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. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the

Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three (3) years from the date of appointment. The Board, from its membership shall select a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designed by the City Manager, each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Zoning Board of Zoning Appeals in an advisory capacity but shall not have any vote. The 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: This Ordinance shall become effective upon passage.

PASSED FIRST READING this 30th day of May, 1995.

PASSED SECOND READING this 6th day of June, 1995.


EMMA LOU OLSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

abate violation, to prevent the occupancy of the buildings, structure, or land or to prevent any illegal act, conduct, business, or use in or about the premises. Whenever a violation of this chapter occurs, or is alleged to have occurred, any person may file a written complaint. The complaint, stating fully the causes and basis therefor, shall be filed with the Zoning Director.

(B) When as a condition of the issuance of a Certificate of Occupancy by the Building Department or as a condition of final inspection by the Engineering Department, the Zoning Department is required to perform a site inspection, the following inspection fees shall apply, which fees shall be in addition to any and all fees as required pursuant to Chapter 152:

(1) If a Zoning Inspector upon the first inspection finds the work conforms to or complies with the provisions of this chapter or conforms to or complies with the approved plans on file with the city, there shall be no inspection fee.

(2) If a Zoning Inspector upon the first inspection finds the work does not conform to or comply with the provisions of this chapter or does not conform to or comply with the approved plans on file with the city, the Code Inspector shall notify the owner or contractor indicating the corrections required.

(3) When the corrections have been made, the Zoning Inspector shall re-inspect the site.

(4) A certificate of occupancy shall not be issued by the Building Department nor any final inspection be performed by the Engineering Department if any reinspection fees required by this section remain unpaid. ('58 Code, § 50.001) (Ord. 664, passed - - ; Am. Ord. 75-15, passed 12-30-74; Am. Ord. 82-1, passed 10-20-81; Am. Ord. 95-61, passed 5-9-95; Am. Ord. 2000-16, passed 10-26-99; Am. Ord. 2007-50, passed 4-24-07)

§ 155.022 ZONING BOARD OF APPEALS.

(A) As used in this chapter, Board means the Zoning Board of Appeals as established herein. ('58 Code, § 50.270)

(B) There is hereby established a Zoning Board of Appeals which shall consist of five members appointed by

resolution of the City Commission. Each Commissioner shall nominate for appointment one member who shall be a resident in the district of the nominating Commissioner; 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. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three years from date of appointment. The Board, from its membership, shall elect a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designated by the City Manager. Each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Board of Appeals in an advisory capacity but shall not have any vote. The members of the Board shall be subject to removal for cause by the City Commission after a hearing before the City Commission. ('58 Code, § 50.271) (Ord. 75-15, passed 12-30-74; Am. Ord. 82-1, passed 10-20-81; Am. Ord. 83-68, passed 9-6-83; Am. Ord. 95-44, passed 3-14-95; Am. Ord. 95-68, passed 6-6-95)

(C) No member of the Board shall draw any compensation for his services. ('58 Code, § 50.274)

(D) Meetings of the Board shall be held at the call of the Chairman and at other times as the Board may determine. All meetings of the Board shall be open to the public, and the Board shall keep minutes of its proceedings showing the vote of each member on each question submitted to it, or, if a member is absent or fails to vote, the fact shall appear in its minutes. Copies of its minutes shall be immediately filed with the City Clerk and shall become a public record. ('58 Code, § 50.275)

(E) The purpose of the Board is to hear and determine appeals from refusal of building permits and to permit special exceptions or variances from the terms of this chapter in harmony with its general purpose and intent, and in accordance with the principles, conditions, and procedures specified in this section and §§ 155.023 through 155.025. ('58 Code, § 50.2751)

(F) The Board shall have the following powers.

(1) Hear and decide appeals where it is alleged there in error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance.

(2) Hear and decide special exceptions to the terms of any zoning ordinance upon which the Board is required to pass.

(3) Authorize on appeal in specific cases any variance from the terms of any zoning ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.

(4) Grant temporary permits for nonconforming use of buildings or lands in the city; however, the temporary permits shall expire up to one year, after their issuance.

(5) Hear and decide requests and/or motions for rehearings in accordance with the procedures set forth in the Code of Ordinances addressing the Zoning Board of Appeals.

(6) Hear and decide any variance request made for relief from the provisions of § 151.03, in accordance with the principles, conditions and procedures specified in this chapter. Prior to its review of any such variance request, the Board shall first be provided the recommendations of the Marine Advisory Board on the specific request.

('58 Code, § 50.276) (Ord. 666, passed - - ; Am. Ord. 66-A, passed - - ; Am. Ord. 93-32, passed 3-16-93; Am. Ord. 97-42, passed 3-11-97; Am. Ord. 98-10, passed 11-25-97; Am. Ord. 2005-79, passed 9-27-05)

Cross-reference:

Zoning Board of Appeals, see Charter sections 221 through 227

Board to act as board of adjustment for airport zoning, see § 150.11

Authority to grant floodplain variances, see § 152.25

§ 155.023 VARIANCES.

(A) In exercising the powers and duties prescribed by § 155.022, the Zoning Board of Appeals shall not grant a variance unless and until the following has been demonstrated.

(1) Special and peculiar conditions and circumstances affect the land, building, or structure concerning which variance is sought, which conditions and

circumstances do not apply generally to neighboring lands, buildings, and structures in the same district.

(2) The existing conditions and circumstances are not the result of the actions of the applicant or his agents.

(3) The existing conditions and circumstances are such that strict application of the provisions of the ordinance would deprive the applicant of reasonable use of the land, building, or structure, equivalent to the use made in neighboring lands, buildings, or structures in the same district and permitted by the terms of this provision, however, no nonconforming use of neighboring lands, buildings, or structures, legal or illegal, in the same district and no permitted use of lands, buildings, or structures in adjacent areas shall be considered grounds for issuance of a variance permitting similar uses.

(4) The Board shall find that the granting of the variance will be in harmony with the general purpose and intent of the zoning ordinance, and that the variance proposed to be granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

(B) The Board shall not be empowered or authorized to issue variances or exceptions to permit a use in a district in which the use is prohibited by this chapter unless the variance falls under the conditions set out by subsection (A) above.

(C) The Board shall not be empowered or authorized to grant a variance which has the effect of providing relief from a code requirement under which a property owner or his agent has been cited for a zoning violation unless and until one of the following events has occurred:

(1) The Code Enforcement Officer has determined that the violation no longer exists or recurs;

(2) The property owner or his agent has appeared before the Special Master for Code Enforcement, who shall determine whether or not a violation has occurred and issue the appropriate order.

(D) It is hereby declared that any person, which term shall include, but is not limited to, an individual, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, corporation, business or other similar entities, that do not meet or adhere to any and all restrictions or conditions imposed by the Zoning Board of Appeals and any of its orders shall be deemed in violation of the provisions of this chapter.

Sec. 191. METHOD OF MAKING SPECIAL ASSESSMENTS.

Editor's note: See editor's note following section 184.

Sec. 192. ASSESSMENT ROLL AND NOTICE.

Editor's note: See editor's note following section 184.

Sec. 193. ASSESSMENTS AGAINST UNITED STATES OR POLITICAL SUBDIVISIONS.

Editor's note: See editor's note following section 184.

Sec. 194. HEARING; CONFIRMATION OF ASSESSMENT LIST.

Editor's note: See editor's note following section 184.

Sec. 195. SETTING ASIDE SPECIAL ASSESSMENTS.

Editor's note: See editor's note following section 184.

Sec. 196. SUITS, ACTIONS, WRITS, OR SPECIAL PROCEEDINGS.

Editor's note: See editor's note following Section 184.

Sec. 197. METHOD OF COLLECTION.

Editor's note: See editor's note following section 184.

Sec. 198. LIEN DOCKET.

Editor's note: See editor's note following section 184.

Sec. 199. SPECIAL ASSESSMENT REVOLVING FUND.

Editor's note: See editor's note following section 184.

Sec. 200. ASSIGNMENT OF ASSESSMENT LIENS.

Editor's note: See editor's note following section 184.

Sec. 201. FORECLOSURE BY CITY.

Editor's note: See editor's note following section 184.

Sec. 202. FORECLOSURE WHEN LIENS ASSIGNED.

Editor's note: See editor's note following section 184.

ARTICLE XXI: (RESERVED)

Secs. 203 through 213.

Editor's note: Charter Amendment No. 1, approved by the electorate on

March 10, 1981, repealed Article XXI, previously contained herein, which dealt with the Planning Board.

ARTICLE XXII: (RESERVED)

Secs. 214. through 220.

Editor's note: Charter Amendment No. 1, approved by the electorate on March 10, 1981, repealed Article XXII, previously contained herein, which dealt with the Zoning Board. Pursuant to the Municipal Home Rule Powers Act, the substantive provisions of Sections 218 - 220 have been transferred to §§100.45, 100.46, 155.026, and 155.027.

ARTICLE XXIII: ZONING BOARD OF APPEALS

Sec. 221. ESTABLISHMENT AND MEMBERSHIP.

There is hereby created and established a Zoning Board of Appeals which shall consist of five (5) members, each of whom shall be a resident of the City of Pompano Beach, appointed by resolution of the City Commission, and each member shall be appointed for a term of three (3) years and removable for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. Said Board, from its membership, shall elect a Chairman and Vice-Chairman, and each member of said Board shall serve without compensation. The Zoning Administrator shall meet with said Board in an advisory capacity but shall have no vote. The purpose of the Board is to hear and determine appeals from refusal of building permits and to permit special exceptions and/or variances from the terms of the zoning ordinances in harmony with its general purpose and intent, and in accordance with the principles, conditions and procedures specified in the ordinances. (Ref. of 3-9-76; Ref. of 3-11-80; Amend. No. 8)

Sec. 222. SUBSTITUTE MEMBERS.

The City Commission shall by resolution appoint three (3) alternate members of the Zoning Board of Appeals, 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 Zoning Board of Appeals, 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 Zoning Board of Appeals 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 Board of Appeals 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 Zoning Board of Appeals before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members. (Ref. of 3-9-76)

Sec. 223. RULES, REGULATIONS AND PROCEDURE.

The City Commission may by ordinance fix and determine procedure for the Zoning Board of Appeals and such Board shall adopt reasonable rules and regulations consistent with the provisions of such ordinance for the presentation of matters before such Board, for notifying interested parties, for charging and collecting an application fee, for conducting and holding hearings, and for calling in advisors or assistants from time to time. The city shall furnish to the Board stenographers, typists and clerical help and pay miscellaneous expenses from time to time. No member of the Board shall draw any compensation for his services. All meetings of the Board shall be open to the public, and the Board shall keep minutes of its proceedings showing the vote of each member upon each question submitted to it, or, if a member is absent or fails to vote, such fact shall appear upon its minutes. Copies of its minutes shall be immediately filed with the Clerk and the city and shall become a public record.

Sec. 224. ADMINISTRATION FUND.

Editor's note: This section was repealed in March, 1981.

Sec. 225. POWERS.

The Zoning Board of Appeals shall have the following powers:

(1) To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any zoning ordinance;

(2) To hear and decide special exceptions to the terms of any zoning ordinance upon which such Board is

required to pass under such zoning ordinance;

(3) To authorize upon appeal in specific cases such variance from the terms of any zoning ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship, and so justice done.

In exercising the above powers and duties, the Board shall not grant a variance unless and until:

(1) It shall be demonstrated that special and peculiar conditions and circumstances affect the land, building or structure concerning which variance is sought, which conditions and circumstances do not apply generally to neighboring lands, buildings and structures in the same district.

(2) It shall be demonstrated that the existing conditions and circumstances are not the result of the actions of the applicant or his agents.

(3) It shall be demonstrated that the existing conditions and circumstances are such that strict application of the provisions of the ordinance would deprive the applicant of reasonable use of said land, building or structure, equivalent to the use made in neighboring lands, buildings or structures in the same district and permitted by the terms of this provision provided, however, that no nonconforming use of neighboring lands, buildings or structures, legal or illegal, in the same district and not permitted use of lands, buildings or structures in adjacent areas shall be considered grounds for issuance of a variance permitting similar uses.

(4) The Zoning Board of Appeals shall find that the granting of the variance will be in harmony with the general purpose and intent of the zoning ordinance, and that the variance proposed to be granted is the minimum variance that will make possible the reasonable use of the land, building or structure. The Zoning Board of appeals shall not be empowered or authorized to issue variances or exceptions to permit a use in a district in which such use is prohibited by the zoning ordinance unless such variance falls under the preceding conditions.

Sec. 226. DECISION OF BOARD.

In exercising the foregoing powers mentioned herein, such Board may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from, or may make such order, requirement, decision or determination as ought to be made, and to that end, shall have all the powers of the officer from whom the appeal is

taken. Each decision of the Board shall set out with sufficient clarity and succinctness the exact and particular decision made by such Board, and all such decisions shall be on an appropriate form. One copy of the decision shall be kept by the Board of Appeals, one copy shall be forwarded to the City Clerk and shall become a public record, and at least one copy shall be forwarded to the applicant. The concurring vote of four (4) members of the Board shall be necessary to reverse any order, requirement, decision or determination of any such administrative officer, or decide in favor of the applicant on any matter upon which it is required to pass under any zoning ordinance, or to effect any variance in such zoning ordinance.

Sec. 226.1. REVERSAL OR MODIFICATION BY CITY COMMISSION.

All final decisions of the Zoning Board of Appeals granting appeals, special exceptions and/or variances, may be appealed to the City Commission which shall be empowered to affirm, reverse or modify such decision under the same criteria the Board is required by law to follow. Such appeal may be instituted by a City Commissioner, the City Manager or any individual entitled to notice of the original proceeding before the Zoning Board of Appeals. Procedures for the filing of decisions of the Board and taking appeals therefrom shall be established by ordinance. (Sp. Acts, Ch. 69-1511, § 2) (Amendment adopted by electorate 3-13-90)

Editor's note: Ch. 69-1511, § 2, ratified Feb. 18, 1969, amended Ch. 57-1754 by adding thereto section 226.1.

Sec. 227. APPEAL TO COURT.

Any person or persons, jointly or severally, aggrieved by any decision of the Zoning Board of Appeals, may petition the circuit court for issuance of a writ of certiorari, appealing such decision, in whole or in part, and specifying the grounds for the appeal in the manner and within the time provided by the Florida Appellate Rules. (Ref. of 3-8-77)

ARTICLE XXIV: FRANCHISE
AND PUBLIC UTILITIES

Sec. 228. GRANTING OF FRANCHISES.

The City Commission may by ordinance grant franchises of all kinds, to any individual, firm or corporation for the use of city streets, water and waterways, public beaches, and recreational facilities, lands and ways, but no such franchise shall be granted for more than 30 years, nor shall it be exclusive. Such franchise may be renewed for additional periods at the expiration date provided the same procedure is followed as is required for new franchises. No such franchise or renewal shall be assigned

except by consent and approval of the City Commission. (Ref. of 3-9-76)

Sec. 229. FRANCHISE NOTICE AND PUBLIC HEARING.

Before any such franchise is granted there shall be a public hearing after notice has been published once in a newspaper of general circulation in the City of Pompano Beach, Florida not less than five (5) days prior to the date of the hearing. (Ref. of 3-9-76)

Sec. 230. FRANCHISE, GENERAL PROVISIONS.

Nothing contained in this Charter shall in any way limit the City Commission in the exercise of any of its lawful powers with respect to public utilities, or to prohibit the City Commission from imposing in any such grant restrictions and provisions as it may deem to be in the public interest, provided they are not inconsistent with the provisions of this Charter or of the Constitution of the State of Florida. (Ref. of 3-9-76)

Sec. 231. PURCHASING OF PUBLIC UTILITIES.

Whenever the City Commission shall determine, and in accordance with the franchise terms, the city may purchase the properties of a privately owned public utility and may include in such purchase properties located outside as well as within the city.

The city may also condemn any public utility properties pursuant to the general condemnation provisions of this Charter. (Ref. of 3-9-76)

Sec. 232. FINANCIAL PROVISIONS.

The city may finance the acquisition of privately owned utility properties, the purchase of land, and the cost of all construction and property installation for utility purposes by borrowing, in accordance with the provisions of Article XIX of this Charter. Appropriate provisions shall be made however, for the amortization and retirement of all bonds within a maximum period of forty (40) years. Such amortization and retirement may be effected through the use of depreciation funds or other financial resources provided through the earnings of the utility. (Special Acts, Ch. 61-2711, § 8; Ref. of 3-9-76)

Sec. 233. ESTABLISHMENT OF MUNICIPALLY OWNED AND OPERATED UTILITIES.

The city shall have power to own and operate any public utility, to construct and install all facilities that are reasonably needed, and to lease or purchase any existing utility properties used and useful in public service. The city may also furnish service in adjacent and nearby communities which may be conveniently and economically served by the municipally owned and operated utility, subject to agreements with such communities, and subject to provisions of state law. The

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155 OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 155.022, "ZONING BOARD OF APPEALS", SUBSECTION (B), RELATING TO THE METHOD OF APPOINTMENT AND REMOVAL OF BOARD MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the 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 COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 155.022, "Zoning Board of Appeals", is hereby amended to read as follows:

Section 155.022 ZONING BOARD OF APPEALS.

. . .

(B) There is hereby established a Zoning Board of Appeals which shall consist of five (5) members appointed by resolution of the City Commission. Each Commissioner shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner. Alternate members shall be City residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. ~~With~~ Members shall serve for a term of three (3) years from the date of appointment. The Board, from its membership shall select a Chairman and Vice-Chairman. A Secretary shall be provided to the Board, such individual to be designated by the City Manager, each member of the Board shall serve without compensation. The Director of Planning and Growth Management or his duly authorized representative shall meet with the Board of Zoning Appeals in an advisory capacity but shall not have any vote. The members of the Board ~~may be removed by the City Commission or~~ ~~may be removed after a hearing before the~~ ~~City Commission.~~ 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. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 7th day of March, 1995.

PASSED SECOND READING this 14th day of March, 1995.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

PDE/jrm
1/24/95
Ord D-61 95-070

Continuing Board of Advisors

Name	Address	District	Phone	Appointed	Expires	Res. No.
VACANCY Comr. Dockswell's Appointee		1	783-2300	4/23/2013	11/11/2014	2013-198 Daniel Yaffo
VACANCY Vice Mayor Burrie's Appointee		2	954-942-9759	10/8/2013	11/12/2014	2014-01 Paul S. Webb
VACANCY Comr. Hardin's Appointee		3	954-977-3040	7/26/2011	11/11/2014	2011-290 George J. Clolahan
VACANCY Comr. Phillips' Appointee		4	954-785-4543	10/8/2013	11/12/2014	2014-02 Robert J. Kintchan, Jr.
VACANCY Comr. Moss' Appointee		1	954-785-9600	7/26/2011	11/11/2014	2011-288 M. Ross Schulmister
(1) Robert Holmes City Commission At Large	1577 NW 7th Avenue (33060) rholmes1577@att.net	4	954-943-7485	7/26/2011	11/11/2014	2011-299
(2) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	4/23/2013	4/4/2016	2013-216
(3) James R. Bunn City Commission At Large	360 S.E. 15th Avenue (33060) bunnsfl@bellsouth.net	3	954-781-1746 (O) 954-296-7266	2/25/2014	2/22/2017	2014-154
Matthew DeSantis	Recording Secretary		954-786-4652			

Meets: Third Thursday of each month @ 6:00pm in the City Commission Chambers
 Elections: Annually in January

May serve on other boards also.

Meeting Date: February 24, 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
--	------------------------------------	-------------------------------------	---	---------------------------------------

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 **JEFFREY ALAN TORREY** TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE, 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: Ascelea 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>2/12/15</u>	<u>Approve</u>	<u>Ascelea Hammond</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>James W. Beard</u>

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u> 1 st Reading	<u>Resolution</u> 1 st Reading	<u>Consideration</u> Results:	<u>Workshop</u> 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 JEFFREY ALAN TORREY TO THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jeffrey Alan Torrey 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 Jeffrey Alan Torrey is hereby appointed to the Planning and Zoning Board/Local Planning Agency as appointee of Vice Mayor Charlotte Burrie, 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:

ASCELETA HAMMOND, 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: PLANNING AND ZONING

NAME OF APPLICANT: JEFFREY ALAN TORREY

RESIDENCY ADDRESS: 4510 NE 15 AVE POMPANO BEACH

ZIP CODE: 33064 **HOME PHONE NO.:** 954-991-9252

MAILING ADDRESS: SAME AS ABOVE

CITY/STATE/ZIP CODE: _____

ARE YOU A CITY RESIDENT? YES: NO: _____

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

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

ARE YOU A REGISTERED VOTER? YES: NO: _____

BUSINESS OR OCCUPATION: THE GARDEN GATE

BUSINESS ADDRESS: 2251 N. FEDERAL HIGHWAY 4

CITY/STATE: POMPANO BEACH FL

ZIP CODE: 33063 **BUSINESS PHONE NO.** 954-783-1189

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: _____

EXPERIENCE: 35 YEARS EXPERIENCE IN CONSTRUCTION INDUSTRY AND BUILDING MANAGEMENT. FAMILIAR WITH ALL PHASES OF CONSTRUCTION FROM GROUND BREAKING TO C.O.
CURRENT POSITION: BUSINESS OWNER

PAST POSITIONS: CONSTRUCTION SUPERINTENDANT, CONSTRUCTION PROJECT MANAGER, OPERATIONS MANAGER
HOBBIES: WOOD WORKING, GARDENING, RAISING BUTTERFLIES

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

Jeffrey Alan Tolley
SIGNATURE OF APPLICANT

July 3 2006
DATE OF APPLICATION

nc

5/15/09

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 TO SERVE.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

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

ORDINANCE NO. 2006- 18

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.

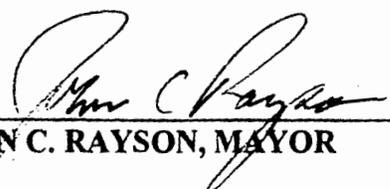
...

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.

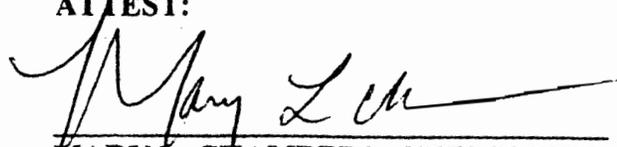
PASSED FIRST READING this 10th day of January, 2006.

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.

...

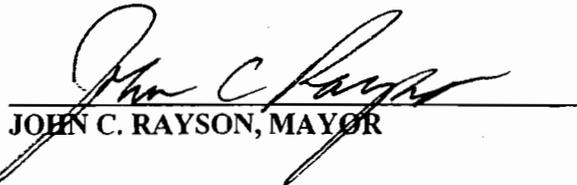
SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions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

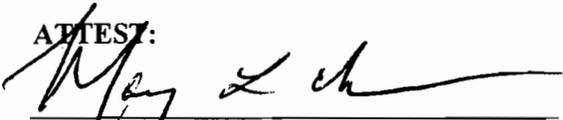
SECTION 3. All ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

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.


JOHN C. RAYSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/22/04
I: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-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.

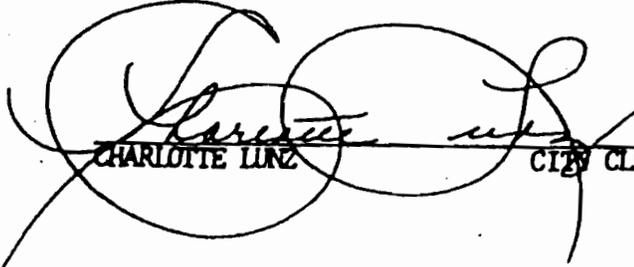
PASSED FIRST READING this 25th day of May, 1982.

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


HERB SKOLNICK

MAYOR

ATTEST:


CHARLOTTE LINZ

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	Reao 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	
Fred Stacer	2501 S.E. 9th Street (33062)	1	954-788-8623	2/10/2015	11/6/2015	2015-171
Comr. Dockswell's Appointment						
VACANCY		5			11/11/2014	2011-232
Comr. Moss' Appointment					Jerold A. Mills	
M. Dwight Evans	624 N.W. 17th Avenue(33069)	4	954-263-9590	2/10/2015	11/6/2015	2015-170
Comr. Phillips' Appointee	evansmdwight@aol.com					
VACANCY		2			6/1/2015	2012-245
Vice Mayor Burrie's Appointee					Jeffrey Alan Torrey	
(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 Aycok	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					

Kerrie MacNeil - Recording Secretary	City Hall Complex	954-786-4662
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 24, 2015

Agenda Item

7

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE EDUCATION ADVISORY COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING ELIZABETH ROBINSON MASSEY TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS FOR A TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; 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: 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>2/17/15</u>	<u>Approve</u>	
<input checked="" type="checkbox"/> City Manager	_____	_____	_____

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u> 1 st Reading	<u>Resolution</u> 1 st Reading	<u>Consideration</u> Results:	<u>Workshop</u> 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 **ELIZABETH ROBINSON MASSEY** TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS FOR A TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Elizabeth Robinson Massey is well qualified to serve as a member of the Education 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 Elizabeth Robinson Massey is hereby appointed to the Education Advisory Committee as appointee of Commissioner Edward Phillips for a term to coincide with the term of the appointing commissioner; providing an effective date.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ___ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH
Broward County, Florida

**A RESOLUTION OF THE CITY OF POMPANO BEACH
AMENDING POMPANO BEACH RESOLUTION NO. 95-112
BY AMENDING SECTIONS 3 AND 4 TO PROVIDE FOR
SIX (6) MEMBERS ON THE EDUCATION ADVISORY
COMMITTEE AND ESTABLISHING A TERM OF OFFICE;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission established the Education Advisory Committee consisting of eleven (11) members; and

WHEREAS, the City Commission now wishes to reduce the members of the Committee and establish a term of office for members; and

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

SECTION 1. That Sections 3 and 4 of City of Pompano Beach Resolution No. 95-112 is hereby amended by creating new sections to read as follows:

SECTION 3. Membership.

The membership of the Education Advisory Committee, which previously consisted of eleven (11) members, shall eventually consist of six (6) members who are residents of the City of Pompano Beach. Upon the occurrence of the first vacancy, the Mayor shall nominate for appointment a member whose term shall coincide with the remaining term of the Mayor. Thereafter, as a vacancy occurs the vacant position shall not be filled until the committee only has six (6) members unless the vacancy is that of a member appointed by the Mayor or is the only remaining appointee of a Commissioner.

SECTION 4. Terms of Office.

Upon the membership of the committee being reduced to six (6) members, one having been nominated by the Mayor and five (5) others, one by each Commissioner, any vacancy shall be filled by nomination for appointment by the Mayor if the vacancy is his/her appointment or by the Commissioner serving the district from which the vacancy occurred for a term of office which shall coincide

with the term of the appointing official. Such appointment shall be made prior to June 1. If the vacancy occurs during an unexpired term, such appointment shall be for the remainder of the unexpired term by nomination of the elected official who appointed the member whose vacancy is being filled.

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

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

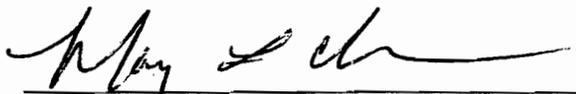
SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of January, 2005.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/10/05
l:reso/2005-112

RESOLUTION NO. 2004- 305

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 95-112 TO PROVIDE FOR TWO ADDITIONAL MEMBERS TO THE EDUCATION ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Education Advisory Committee by City Resolution No. 95-112 to consist of eleven (11) members; and

WHEREAS, the City Commission now wishes to add two additional members to the Education Advisory Committee; now, therefore,

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

SECTION 1: That City Resolution No. 95-112 be and the same is hereby amended as follows:

Section 3: Membership.

The Education Advisory Committee shall consist of ~~eleven (11)~~ thirteen (13) members. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district and the Mayor shall nominate for appointment two members who reside within the City. The City Manager shall appoint the ~~eleventh~~ thirteenth member.

~~The City Commission shall appoint two (2) alternate members of the Education Advisory Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or~~

~~disqualification of any member of the Education Advisory Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.~~

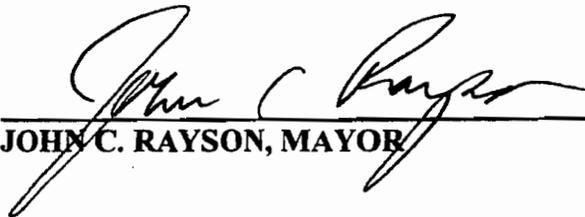
Section 4: Terms of Office.

The City Manager shall appoint one (1) member who shall be a permanent member. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. The term of office for each member appointed by the Mayor shall coincide with the term of the appointing Mayor. Following each municipal election, each newly elected or re-elected Commissioner and every elected or re-elected Mayor shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. Should any Mayor or Commission appointed vacancy occur prior to the expiration of any terms, such vacancy shall be filled for the remainder of the term pursuant to the procedures set forth in Section 3 above. Subsequent nominations for appointment shall be made by the Mayor or Commissioner in whose district the vacancy occurs.

...

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of July, 2004.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/15/04
l:reso/2004-325

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 95-112 TO PROVIDE FOR ALTERNATE MEMBERS OF THE EDUCATION ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Education Advisory Committee without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Education Advisory Committee; now, therefore,

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

SECTION 1: That City Resolution No. 95-112 be and the same is hereby amended as follows:

Section 3: Membership.

The Education Advisory Committee shall consist of eleven (11) members. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district. The City Manager shall appoint the eleventh member.

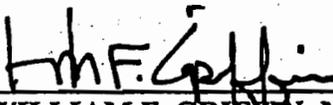
The City Commission shall appoint two (2) alternate members of the Education Advisory Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Education Advisory Committee occur, the

Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

...

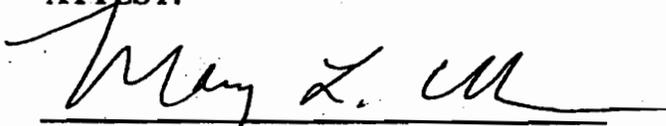
SECTION 2: This Resolution shall become effective upon passage.

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



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/14/01
l:reso/2001-220

RESOLUTION NO. 95- 112

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REPEALING RESOLUTION 87-47 THAT ESTABLISHED THE EDUCATION ADVISORY COMMITTEE AND CREATING A NEW EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: That Resolution 87-47 that created the existing Education Advisory Committee is hereby repealed in its entirety.

SECTION 2: Establishment Purpose and Objectives.

There is hereby created an Education Advisory Committee of the City of Pompano Beach.

The purpose of the Education Advisory Committee shall be to monitor School Board activities, policies and education and students' needs. The Committee shall be charged with bringing relevant issues to the attention of the City Commission and City Administration. The

Committee shall make timely reports and recommendations to the City Commission on issues and concerns which affect public schools within the City of Pompano Beach.

The Committee's objectives shall include, but not be limited to:

1. Promoting the continued viability of Pompano Beach area schools.
2. Guaranteeing the provision of quality education across the spectrum of K-12, alternative, vocational, adult and higher education.
3. Building bridges with educational administrators on all levels.
4. Recommending and/or monitoring school facility use and conditions in the Greater Pompano Beach Area.

SECTION 3: Membership.

The Education Advisory Committee shall consist of eleven (11) members. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district. The City Manager shall appoint the eleventh member.

SECTION 4: Terms of Office.

The City Manager shall appoint one (1) member who shall be a permanent member. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. Should any Commission appointed vacancy occur prior to the expiration of any term, such vacancy shall be filled for the remainder of the term pursuant to the procedures set forth in Section 3 above.

Subsequent nominations for appointment shall be made by the Commissioner in whose district the vacancy occurs.

SECTION 5: Powers and Duties.

The Committee shall act in an advisory capacity to the City Commission and as liaison between the City and the School Board and its officials. Committee members shall strive to monitor all actions and proceedings of the School Board and its committees and appropriate departments. The Committee shall have the power to recommend pertinent action on educational matters to the City Commission. The Committee has the responsibility of thoroughly researching all issues on which recommendations are made and eliciting testimony concerning each issue from the general public.

SECTION 6: Frequency of Meetings.

The Committee shall meet monthly unless otherwise provided for by a majority vote of the entire membership of the Committee.

SECTION 7: Accountability.

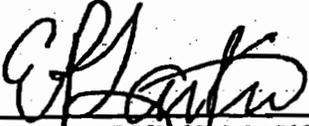
The Education Advisory Committee shall be accountable to the City Commission. Each Committee member shall serve at the pleasure of the City Commission.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 9: This Resolution shall become effective upon passage provided, however, that Committee members appointed pursuant to the authority of City of Pompano Beach

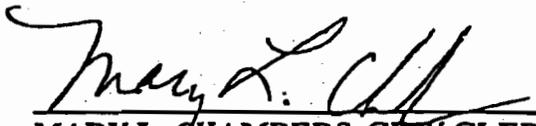
Resolution No. 87-47 shall retain their membership on the Education Advisory Committee of the City of Pompano Beach until the expiration of the term of the City Commissioner that appointed the Committee member. Upon expiration of the appointing City Commissioner's term or upon a vacancy occurring on the Committee, Education Advisory Committee appointments shall be filled pursuant to the provisions of Section 4 of this Resolution.

PASSED AND ADOPTED this 14th day of March, 1995.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

SVT:amd
3/15/95
c:\RESO\95-159

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION CREATING THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATION OF MEMBERS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1; Establishment, Purpose and Objectives

There is hereby created the Education Advisory Committee of the City of Pompano Beach.

The purpose of the Education Advisory Committee shall be to monitor School Board activities, policies, and education and students needs. The Committee shall be charged with bringing relevant issues to the attention of the City Commission and City Administration. The Committee shall make timely reports and recommendations to the City Commission on issues and concerns which affect public schools within the City of Pompano Beach.

The Committee's objectives shall include but not be limited to:

1. Promoting the continued viability of Pompano Beach area schools.
2. Guaranteeing the provision of quality education across the spectrum of K-12, alternative, vocational, adult and higher education.
3. Building bridges with educational administrators on all levels.
4. Recommending and/or monitoring school facility use and condition in the Greater Pompano Beach Area.

SECTION 2: Membership

The Education Advisory Committee shall consist of eleven (11) members. Each City Commissioner shall appoint two members. At least one of each City Commissioner's appointments must be a resident of Pompano Beach residing within the Commissioner's district. Each other City Commissioner appointee shall be either:

1. A resident of Pompano Beach not necessarily residing in the appointing Commissioner's district; or
2. A business person or member of the educational community who works within Pompano Beach.

The City Manager shall appoint one member.

SECTION 3: Terms of office.

Appointee of the City Manager shall be a permanent member. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. Vacancies shall be filled by appointment by the appointing Commissioner for the unexpired portion of the Commissioner's term.

SECTION 4: Powers and Duties.

The Committee shall act in an advisory capacity to the City Commission and as liaison between the City and the School Board and its officials. Committee members shall strive to monitor all actions and proceedings of the School Board and its committees and appropriate departments. The Committee shall have the power to recommend

pertinent action on educational matters to the City Commission. The Committee has the responsibility of thoroughly researching all issues on which recommendations are made, and eliciting testimony concerning each issue from the general public.

Clerical assistance shall be provided to the Committee by the City Manager upon request.

SECTION 5: Frequency of Meetings.

The Committee shall meet monthly unless otherwise provided for by a majority vote of the entire membership of the Committee.

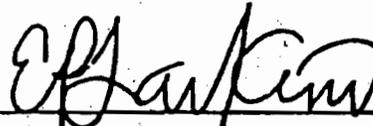
SECTION 6: Accountability.

The Education Advisory Committee shall be accountable to the City Commission. Each Committee member shall serve at the pleasure of the appointing authority.

SECTION 7: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 16th day of December,

1986



E. PAT LARKINS MAYOR

ATTEST:



VERNADETTE HEWETT
CITY CLERK

Education Advisory Committee		MEMBERS					
Name	Address	District	Phone	Appointed	Expires	Reso No.	
Barbara Armbrister-Boynton Mayor Fisher's Appointee	3528 Sahara Springs Blvd. (33069) bbkitty@bellsouth.net	5	954-974-4141 h 954-480-7939 c	5/14/2013	11/8/2016	2013-234	
VACANCY Comr. Dockswell's Appointee		1			11/11/2014 Marhand term		
VACANCY Vice Mayor Burrie's Appointee		2			11/11/2014 Warrick term		
Gwendolyn Leys Comr. Hardin's Appointee	620 S.E. 5th Terrace(33060) gsleysrn@bellsouth.net	3	954-942-8108 h 954-647-3539 c	11/10/2014	11/10/2016	2015-61	
VACANCY Comr. Phillips Appointee		4			11/11/2014 Messey term		
VACANCY Comr. Moss' Appointee		5			11/11/2014 Leventhal term		
Elizabeth Brunner Recording Secretary	Herb Skolnick Center		954-786-4593				

Meets: Second Monday of each month @ 3:30 pm in the City Hall Conference Room
Established: Resolution No. 95-112

Meeting Date: February 24, 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 EDUCATION ADVISORY COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING RALPH E. MARCHAND TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL FOR A TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; 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: 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>2/17/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<u>X City Manager</u>	_____	_____	<u>Barry Dockswell</u>

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u> 1 st Reading	<u>Resolution</u> 1 st Reading	<u>Consideration</u> Results:	<u>Workshop</u> 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 **RALPH E. MARCHAND** TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL FOR A TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ralph E. Marchand is well qualified to serve as a member of the Education 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 Ralph E. Marchand is hereby appointed to the Education Advisory Committee as appointee of Commissioner Barry Dockswell for a term to coincide with the term of the appointing commissioner; providing an effective date.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this ___ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

CITY OF POMPANO BEACH
Broward County, Florida

**A RESOLUTION OF THE CITY OF POMPANO BEACH
AMENDING POMPANO BEACH RESOLUTION NO. 95-112
BY AMENDING SECTIONS 3 AND 4 TO PROVIDE FOR
SIX (6) MEMBERS ON THE EDUCATION ADVISORY
COMMITTEE AND ESTABLISHING A TERM OF OFFICE;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
CONFLICTS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission established the Education Advisory Committee consisting of eleven (11) members; and

WHEREAS, the City Commission now wishes to reduce the members of the Committee and establish a term of office for members; and

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

SECTION 1. That Sections 3 and 4 of City of Pompano Beach Resolution No. 95-112 is hereby amended by creating new sections to read as follows:

SECTION 3. Membership.

The membership of the Education Advisory Committee, which previously consisted of eleven (11) members, shall eventually consist of six (6) members who are residents of the City of Pompano Beach. Upon the occurrence of the first vacancy, the Mayor shall nominate for appointment a member whose term shall coincide with the remaining term of the Mayor. Thereafter, as a vacancy occurs the vacant position shall not be filled until the committee only has six (6) members unless the vacancy is that of a member appointed by the Mayor or is the only remaining appointee of a Commissioner.

SECTION 4. Terms of Office.

Upon the membership of the committee being reduced to six (6) members, one having been nominated by the Mayor and five (5) others, one by each Commissioner, any vacancy shall be filled by nomination for appointment by the Mayor if the vacancy is his/her appointment or by the Commissioner serving the district from which the vacancy occurred for a term of office which shall coincide

with the term of the appointing official. Such appointment shall be made prior to June 1. If the vacancy occurs during an unexpired term, such appointment shall be for the remainder of the unexpired term by nomination of the elected official who appointed the member whose vacancy is being filled.

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

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

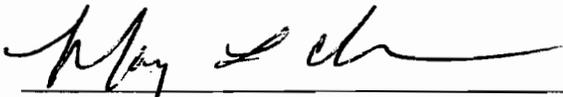
SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of January, 2005.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/10/05
l:reso/2005-112

RESOLUTION NO. 2004- 305

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 95-112 TO PROVIDE FOR TWO ADDITIONAL MEMBERS TO THE EDUCATION ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Education Advisory Committee by City Resolution No. 95-112 to consist of eleven (11) members; and

WHEREAS, the City Commission now wishes to add two additional members to the Education Advisory Committee; now, therefore,

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

SECTION 1: That City Resolution No. 95-112 be and the same is hereby amended as follows:

Section 3: Membership.

The Education Advisory Committee shall consist of ~~eleven (11)~~ thirteen (13) members. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district and the Mayor shall nominate for appointment two members who reside within the City. The City Manager shall appoint the ~~eleventh~~ thirteenth member.

~~The City Commission shall appoint two (2) alternate members of the Education Advisory Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or~~

~~disqualification of any member of the Education Advisory Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.~~

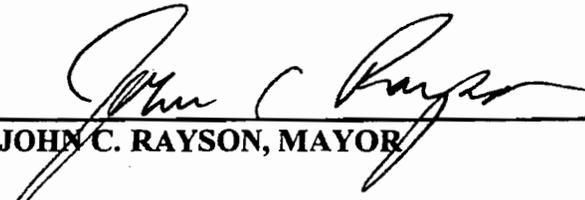
Section 4: Terms of Office.

The City Manager shall appoint one (1) member who shall be a permanent member. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. The term of office for each member appointed by the Mayor shall coincide with the term of the appointing Mayor. Following each municipal election, each newly elected or re-elected Commissioner and every elected or re-elected Mayor shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. Should any Mayor or Commission appointed vacancy occur prior to the expiration of any terms, such vacancy shall be filled for the remainder of the term pursuant to the procedures set forth in Section 3 above. Subsequent nominations for appointment shall be made by the Mayor or Commissioner in whose district the vacancy occurs.

...

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of July, 2004.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/15/04
l:reso/2004-325

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 95-112 TO PROVIDE FOR ALTERNATE MEMBERS OF THE EDUCATION ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Education Advisory Committee without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Education Advisory Committee; now, therefore,

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

SECTION 1: That City Resolution No. 95-112 be and the same is hereby amended as follows:

Section 3: Membership.

The Education Advisory Committee shall consist of eleven (11) members. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district. The City Manager shall appoint the eleventh member.

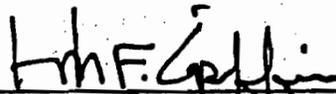
The City Commission shall appoint two (2) alternate members of the Education Advisory Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Education Advisory Committee occur, the

Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

...

SECTION 2: This Resolution shall become effective upon passage.

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



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/14/01
I:reso/2001-220

RESOLUTION NO. 95- 112

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, REPEALING RESOLUTION 87-47 THAT ESTABLISHED THE EDUCATION ADVISORY COMMITTEE AND CREATING A NEW EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: That Resolution 87-47 that created the existing Education Advisory Committee is hereby repealed in its entirety.

SECTION 2: Establishment, Purpose and Objectives.

There is hereby created an Education Advisory Committee of the City of Pompano Beach.

The purpose of the Education Advisory Committee shall be to monitor School Board activities, policies and education and students' needs. The Committee shall be charged with bringing relevant issues to the attention of the City Commission and City Administration. The

Committee shall make timely reports and recommendations to the City Commission on issues and concerns which affect public schools within the City of Pompano Beach.

The Committee's objectives shall include, but not be limited to:

1. Promoting the continued viability of Pompano Beach area schools.
2. Guaranteeing the provision of quality education across the spectrum of K-12, alternative, vocational, adult and higher education.
3. Building bridges with educational administrators on all levels.
4. Recommending and/or monitoring school facility use and conditions in the Greater Pompano Beach Area.

SECTION 3: Membership.

The Education Advisory Committee shall consist of eleven (11) members. Each City Commissioner shall nominate for appointment two (2) members who reside in the respective City Commissioner's district. The City Manager shall appoint the eleventh member.

SECTION 4: Terms of Office.

The City Manager shall appoint one (1) member who shall be a permanent member. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. Should any Commission appointed vacancy occur prior to the expiration of any term, such vacancy shall be filled for the remainder of the term pursuant to the procedures set forth in Section 3 above.

Subsequent nominations for appointment shall be made by the Commissioner in whose district the vacancy occurs.

SECTION 5: Powers and Duties.

The Committee shall act in an advisory capacity to the City Commission and as liaison between the City and the School Board and its officials. Committee members shall strive to monitor all actions and proceedings of the School Board and its committees and appropriate departments. The Committee shall have the power to recommend pertinent action on educational matters to the City Commission. The Committee has the responsibility of thoroughly researching all issues on which recommendations are made and eliciting testimony concerning each issue from the general public.

SECTION 6: Frequency of Meetings.

The Committee shall meet monthly unless otherwise provided for by a majority vote of the entire membership of the Committee.

SECTION 7: Accountability.

The Education Advisory Committee shall be accountable to the City Commission. Each Committee member shall serve at the pleasure of the City Commission.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 9: This Resolution shall become effective upon passage provided, however, that Committee members appointed pursuant to the authority of City of Pompano Beach

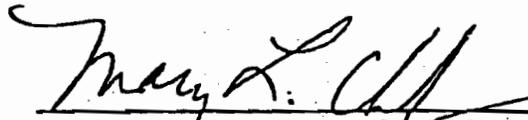
Resolution No. 87-47 shall retain their membership on the Education Advisory Committee of the City of Pompano Beach until the expiration of the term of the City Commissioner that appointed the Committee member. Upon expiration of the appointing City Commissioner's term or upon a vacancy occurring on the Committee, Education Advisory Committee appointments shall be filled pursuant to the provisions of Section 4 of this Resolution.

PASSED AND ADOPTED this 14th day of March, 1995.



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

SVT:amd
3/15/95
c:\RESO95-159

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION CREATING THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATION OF MEMBERS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1; Establishment, Purpose and Objectives

There is hereby created the Education Advisory Committee of the City of Pompano Beach.

The purpose of the Education Advisory Committee shall be to monitor School Board activities, policies, and education and students needs. The Committee shall be charged with bringing relevant issues to the attention of the City Commission and City Administration. The Committee shall make timely reports and recommendations to the City Commission on issues and concerns which affect public schools within the City of Pompano Beach.

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4. Recommending and/or monitoring school facility use and condition in the Greater Pompano Beach Area.

SECTION 2: Membership

The Education Advisory Committee shall consist of eleven (11) members. Each City Commissioner shall appoint two members. At least one of each City Commissioner's appointments must be a resident of Pompano Beach residing within the Commissioner's district. Each other City Commissioner appointee shall be either:

1. A resident of Pompano Beach not necessarily residing in the appointing Commissioner's district; or
2. A business person or member of the educational community who works within Pompano Beach.

The City Manager shall appoint one member.

SECTION 3: Terms of office.

Appointee of the City Manager shall be a permanent member. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1. Vacancies shall be filled by appointment by the appointing Commissioner for the unexpired portion of the Commissioner's term.

SECTION 4: Powers and Duties.

The Committee shall act in an advisory capacity to the City Commission and as liaison between the City and the School Board and its officials. Committee members shall strive to monitor all actions and proceedings of the School Board and its committees and appropriate departments. The Committee shall have the power to recommend

pertinent action on educational matters to the City Commission. The Committee has the responsibility of thoroughly researching all issues on which recommendations are made, and eliciting testimony concerning each issue from the general public.

Clerical assistance shall be provided to the Committee by the City Manager upon request.

SECTION 5: Frequency of Meetings.

The Committee shall meet monthly unless otherwise provided for by a majority vote of the entire membership of the Committee.

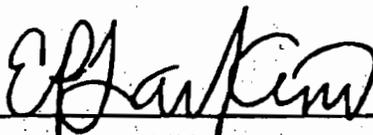
SECTION 6: Accountability.

The Education Advisory Committee shall be accountable to the City Commission. Each Committee member shall serve at the pleasure of the appointing authority.

SECTION 7: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 16th day of December,

1986



E. PAT LARKINS MAYOR

ATTEST:



VERNADETTE HEWETT
CITY CLERK

Education Advisory Committee	MEMBERS		District	Phone	Appointed	Expires	Reso No.
Name	Address						
Barbara Armbrister-Boynton Mayor Fisher's Appointee	3528 Sahara Springs Blvd. (33069) bbkitty@bellsouth.net	5	954-974-4141 h 954-480-7939 c	5/14/2013	11/8/2016	2013-234	
VACANCY Comr. Dockswell's Appointee		1			11/11/2014		Marhand term
VACANCY Vice Mayor Burrie's Appointee		2			11/11/2014		Warrick term
Gwendolyn Leys Comr. Hardin's Appointee	620 S.E. 5th Terrace(33060) gsleysrn@bellsouth.net	3	954-942-8108 h 954-647-3539 c	11/10/2014	11/10/2016	2015-61	
VACANCY Comr. Phillips Appointee		4			11/11/2014		Messey term
VACANCY Comr. Moss' Appointee		5			11/11/2014		Leventhal term

Elizabeth Brunner
Recording Secretary

Herb Skolnick Center

954-786-4593

Meets: Second Monday of each month @ 3:30 pm in the City Hall Conference Room
Established: Resolution No. 95-112

Meeting Date: 02/24/15

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid E-10-15, Printing and Mailing Trade Winds Magazine, to the low bidder, Colonial Press International, for an annual open-end contract, at an estimated cost of \$43,452.98 per year.

Summary of Purpose and Why:

Bid E-10-15 was issued to establish an annual, open-end contract for the printing and mail preparation of the Trade Winds magazine. Bid award is recommended to the low bidder, Colonial Press International, at the unit prices bid. The contract period is one year, commencing upon award by the Commission, with contract renewal possible as stated in the bid specifications. Based on the printing and mail preparation prices quoted by the low bidder, the annual expenditure for printing and mail preparation of the Trade Winds magazine may total \$43,452.98. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Sandra King, Public Communications Director 954 786-4527
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 001-1035-510.46-50
General Fund/Public Communications Office/Special Services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Communications	<u>2/13/15</u>	<u>Approve</u>	<u>Sandra King</u>
General Services	<u>2/13/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>2/13/15</u>	<u>Approve</u>	<u>[Signature]</u>
Budget	<u>2-13-15</u>	<u>Approve</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	1 st Reading	Results:	Results:
_____	_____	_____	_____
2 nd Reading	_____	_____	_____
_____	_____	_____	_____

MEMORANDUM

Purchasing #15-042
February 12, 2015

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director *OT*

From: Jeffrey English, Purchasing Agent *JE*

Subject: Award Bid E-10-15, Printing and Mailing Trade Winds Magazine

Contract Need/Background

Bid E-10-15 was issued to establish an annual contract for the printing and mailing of the Trade Winds magazine. Trade Winds will be produced and distributed two times each year. The selected vendor will print the magazine and prepare the magazines for mailing including addressing and delivering to the Post Office. The Public Communications Director recommends the contract be awarded to Colonial Press International, the low bidder.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Communications Director, the bid tabulation, and bid solicitation document.

Bidders List

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

Number of firms obtaining the solicitation	37
Number of firms submitting responsive bids	1

Advertising

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

The total annual value of this contract based on the printing and mailing preparation prices per thousand, and the estimated quantity of copies per issue to be produced, is \$43,452.98. Costs will be charged to budgeted funds in account 001-1035-510.46-50, General Fund/Public Communications/Special Services.

Purchasing #15-042
Page 2
February 12, 2015

Award Recommendation

It is recommended that a one-year contract award be made to the low bidder, Colonial Press International, at the unit prices bid. The contract period will be one (1) year, commencing upon award by the Commission. The contract may be renewed for four (4) additional one-year periods, subject to the terms and conditions contained in the bid specifications.

/je
enclosures

cc: file



MEMORANDUM

Public Communications Office

February 7, 2015

TO: Otis Thomas, General Services Director
FROM: Sandra King, Public Communications Director 
SUBJECT: Tradewinds Bid Award Recommendation

I am recommending the bid submitted by Colonial Press International for printing and labeling the Tradewinds Magazine. The lowest bidder, Solo Printing Inc., was non-responsive. The second low bidder, Colonial Press International, has been recommended for this project.

In order to make the process more efficient and reduce costs, we have reduced the weight of the paper stock which has allowed us to add four additional pages with no additional cost.

The Tradewinds Magazine will be printed two times per year. The lowest bid submitted by Colonial Press International will consist of 44 pages printed in full color at a cost of \$20,691 per issue. Over 57,000 copies of each issue will be direct mailed to every residence in Pompano Beach. In addition to residences, businesses have now been added to the mailing list. An additional 3,000 copies of Tradewinds Magazine are distributed to City Hall and all community centers throughout the City.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 1/28/15

To: Public Information Department Attn.: Sandra King

Subject: Bid No. E-10-15 Item/service: Printing and Mailing Tradewinds Magazine

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

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

1. SOURCE OF FUNDS:

Budgeted Code: 001-1035-510.46-50

Title: Repair and Maintenance/Special services

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Colonial Press International

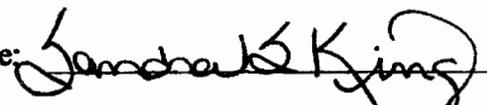
(b) Is the recommended bid the lowest bid received?

Yes X No

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

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

Yes No Not applicable for this bid X

Signature:  Date: 2/1/15

Title: Public Communications Director
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION

Bid #: E-10-15 Title: Printing and Mailing Trade Winds Magazine

Date 01/16/15

Bidder:	Colonial Press International 3690 50th Street Miami, FL 33142	Solo Printing, Inc. 7860 N.W. 66 Street Miami, FL 33166
Printing Trade Winds, per thousand:	\$344.85	
Per issue of 60,000 copies:	\$20,691.00	
Per year, two issues:	\$41,382.00	
Mailing Trade Winds, per thousand:	\$17.07	
Per issue of 57,000 copies:	\$972.99	
Per year, two issues:	\$1,945.98	
One time charge, initial creation of mailing list:	\$125.00	
TOTAL ANNUAL COST:	\$43,452.98	
Price for adding pages to the magazine, in increments of 4 pages, per issue, price per thousand:	\$53.42	
Brand/description of paper:	Cover: Orien Gloss, Text: Escanaba Gloss	
Addendum	yes	
Notes:	total corrected for tabulation	Vendor failed to meet material description requirements, and is therefore non-responsive.

Meeting Date: 2/24/15

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approve ranking order for RFQ T-12-15 Construction Management at Risk Contract Services and authorize staff to negotiate contracts with the highest ranked firms Burkhardt Construction, Inc., The Whiting-Turner Contracting Company, and State Contracting & Engineering Corp. (no cost at this time).

Summary of Purpose and Why:

A Request for Qualifications (RFQ), T-12-15 was issued to select three (3) qualified firms to provide construction management at risk contract services to the City for various streetscape projects. The intent of this RFQ is through a competitive process pursuant to Florida Statutes, Chapter 287.055, Consultants Competitive Negotiations Act (CCNA), is to select the three (3) most qualified firms based on rankings, with whom to negotiate Guaranteed Maximum Price (GMP) Agreements and enter into Construction Manager at Risk Contracts on an interchangeable basis as determined by the City. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested. Further authorization is requested to continue with the succeeding ranked firms should an impasse occur in the negotiations with the recommended firms.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact:: Robert McCaughan, Public Works Director 954 786-4097
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: No cost at this time

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>2/12/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>2/11/15</u>	<u>Approve</u>	<u>[Signature]</u>
Finance	<u>2/12/15</u>	<u>approval</u>	<u>[Signature]</u>
Budget	<u>2-12-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]
 City Manager [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>2nd Reading</u>			

MEMORANDUM

Purchasing #15-047
February 11, 2015

To: Dennis W. Beach, City Manager
From: Otis J. Thomas, General Services Director
Subject: Background for RFQ T-12-15, Construction Management at Risk Contract Services

Contract Need/Background

A Request for Qualifications (RFQ), T-12-15 was issued to select three (3) qualified firms to provide construction management at risk contract services to the City for various streetscape projects. The intent of this RFQ is through a competitive process pursuant to Florida Statutes, Chapter 287.055, Consultants Competitive Negotiations Act (CCNA), is to select the three (3) most qualified firms based on rankings, with whom to negotiate Guaranteed Maximum Price (GMP) Agreements and enter into Construction Manager at Risk Contracts on an interchangeable basis as determined by the City, for the potential projects listed herein and any other potential projects of similar nature to be determined by City. The Engineering Department provided the scope of services.

Mailing List

The mailing list for this project was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the mailing list, and companies from appropriate listings in other sources.

Number of firms submitting proposals.....9
Number of firms submitting non-responsive proposals.....1

Advertising

The RFQ was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The RFQ package was also posted on the City's web page for download by interested firms.

Selection/Evaluation Committee

Eight responses were received to the solicitation. The Selection/Evaluation Committee met on Feb 10 (in a public meeting) to review and evaluate the responses. All responses were scored, and the Committee decided that oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. Copies of the minutes, voting matrix, and scoring sheets are attached.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, and authorize City staff to negotiate contracts with the three (3) highest ranked firms Burkhardt Construction, Inc., The Whiting-Turner Contracting Company, and State Contracting & Engineering Corp. with additional authorization to negotiate with succeeding ranked firms should an impasse occur in the negotiations with the recommended firms.

attachments
cc: file

**MINUTES
SELECTION / EVALUATION COMMITTEE**

**RFQ #T-12-15
CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES**

**Purchasing Conference Room
9:30 a.m. 2/10/15**

The committee consisted of the following voting members:

Alessandra Delfico, City Engineer
Jennifer Gomez, Assistant Development Services Director
Nguyen Tran, CRA Director
John Sfiropoulos, Civil Engineer III

Non-voting members:

Otis J. Thomas, General Services Director

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish a contract to provide professional construction management at risk contract services to the City for various streetscape projects. This meeting was posted as a "Public Meeting" both at City Hall and at the Purchasing Division office, and on the City's website. Eight (8) firms submitted responses to the City's Request for Qualifications.

John Sfiropoulos led the technical discussion. The Purchasing Representative reviewed evaluation procedures and distributed Conflict of Interest Statements for completion by all voting members.

Each Committee member had reviewed all of the responses in advance of the meeting. The Committee discussed each of the proposals in alphabetical order, and scored the responses using voting forms containing the evaluation criteria published in the RFQ, with the following results:

1)	Burkhardt Construction, Inc.....	386
2)	The Whiting-Turner Contracting Company.....	377
3)	State Contracting & Engineering Corp.....	344
4)	JWR Construction Services.....	311
5)	MBR Construction, Inc.....	306
6)	H.A. Contracting Corp.....	268
7)	Emerald Construction Corp.....	263
8)	Weekley Asphalt Paving Inc.....	253

A copy of the voting matrix is attached. The Committee decided oral presentations would not be required as the scoring results showed sufficient distinction between the responding firms. An agenda item will be prepared to present the ranking to the City Commission for their approval to negotiate contracts with the three (3) highest-ranked firms, Burkhardt Construction, Inc., The Whiting-Turner Contracting Company, and State Contracting & Engineering Corp.

The meeting adjourned at approximately 10:45 a.m.

Analysis Comparison, Ranking 2/10/15, T-12-15 Construction Management at Risk Services

	Total Potential Points	Burkhardt Construction Inc.	Emerald Construction Corp.	H.A. Contracting Corp.	JWR Construction Services	MBR Construction Inc.	State Contracting & Engineering Corp.	The Whiting-Turner Contracting Company	Weekley Asphalt Paving Inc.
Committee Member	Potential Points								
<u>Alessandra Delfico</u>									
Overall approach and methodology	0-20	19	17	18	17	17	18	17	16
Prior experience with projects of similar	0-20	19	14	18	18	18	19	18	16
Knowledge of site and local conditions	0-5	5	4	4	4	5	4	5	4
Financial Capability	0-10	9	7	0	9	9	9	9	9
Qualifications of personnel including su	0-20	18	17	17	18	17	18	17	9
Scheduling/Cost Control	0-10	8	7	7	6	8	6	7	7
Proximity of the nearest office	0-10	10	10	10	10	10	10	10	10
Is the firm a certified minority/woman	0-5	5	5	5	5	5	5	5	5
	Total =	93	81	79	87	89	89	88	76

	Potential Points								
Committee Member	Potential Points								
<u>Jennifer Gomez</u>									
Overall approach and methodology	0-20	20	10	15	10	15	18	20	10
Prior experience with projects of similar	0-20	20	10	15	15	15	18	20	10
Knowledge of site and local conditions	0-5	5	3	4	5	5	5	5	4
Financial Capability	0-10	10	8	5	10	10	8	10	10
Qualifications of personnel including su	0-20	18	10	15	15	15	18	18	10
Scheduling/Cost Control	0-10	10	8	10	5	8	10	10	10
Proximity of the nearest office	0-10	10	8	8	9	9	8	9	8
Is the firm a certified minority/woman	0-5	5	5	5	5	5	5	5	5
	Total =	98	62	77	74	82	90	97	67

Analysis Comparison, Ranking 2/10/15, T-12-15 Construction Management at Risk Services

	Total Potential Points	Burkhardt Construction Inc.	Emerald Construction Corp.	H.A. Contracting Corp.	JWR Construction Services	MBR Construction Inc.	State Contracting & Engineering Corp.	The Whiting-Turner Contracting Company	Weekley Asphalt Paving Inc.
Committee Member	Potential Points								
John Sfiropoulos									
Overall approach and methodology	0-20	20	10	10	10	12	18	19	10
Prior experience with projects of similar	0-20	20	5	10	18	10	17	19	5
Knowledge of site and local conditions	0-5	5	5	5	5	5	5	5	5
Financial Capability	0-10	10	10	10	10	10	10	10	10
Qualifications of personnel including su	0-20	18	10	15	18	16	17	19	10
Scheduling/Cost Control	0-10	9	5	5	5	5	10	10	5
Proximity of the nearest office	0-10	10	7	5	9	7	7	8	7
Is the firm a certified minority/woman	0-5	5	5	5	5	5	5	5	5
	Total =	97	57	65	80	70	89	95	57

	Potential Points								
Committee Member	Potential Points								
Nguyen Tran									
Overall approach and methodology	0-20	20	15	10	20	20	19	20	10
Prior experience with projects of similar	0-20	20	15	10	10	10	15	20	8
Knowledge of site and local conditions	0-5	5	3	2	5	5	3	5	3
Financial Capability	0-10	10	5	0	5	5	9	10	9
Qualifications of personnel including su	0-20	20	10	10	15	10	15	20	8
Scheduling/Cost Control	0-10	8	5	5	5	5	5	8	5
Proximity of the nearest office	0-10	10	5	5	5	5	5	9	5
Is the firm a certified minority/woman	0-5	5	5	5	5	5	5	5	5
	Total =	98	63	47	70	65	76	97	53

Analysis Comparison, Ranking 2/10/15, T-12-15 Construction Management at Risk Services

	Total Potential Points	Burkhardt Construction Inc.	Emerald Construction Corp.	H.A. Contracting Corp.	JWR Construction Services	MBR Construction Inc.	State Contracting & Engineering Corp.	The Whiting-Turner Contracting Company	Weekley Asphalt Paving Inc.
Committee Members (Average)									
Overall approach and methodology	0-20	20	13	13	14	16	18	19	12
Prior experience with projects of similar	0-20	20	11	13	15	13	17	19	10
Knowledge of site and local conditions	0-5	5	4	4	5	5	4	5	4
Financial Capability	0-10	10	8	4	9	9	9	10	10
Qualifications of personnel including su	0-20	19	12	14	17	15	17	19	9
Scheduling/Cost Control	0-10	9	6	7	5	7	8	9	7
Proximity of the nearest office	0-10	10	8	7	8	8	8	9	8
Is the firm a certified minority/woman	0-5	5	5	5	5	5	5	5	5
	Ave Score =	97	66	67	78	77	86	94	63
Committee Members (Total)									
Overall approach and methodology	0-80	79	52	53	57	64	73	76	46
Prior experience with projects of similar	0-80	79	44	53	61	53	69	77	39
Knowledge of site and local conditions	0-20	20	15	15	19	20	17	20	16
Financial Capability	0-40	39	30	15	34	34	36	39	38
Qualifications of personnel including su	0-80	74	47	57	66	58	68	74	37
Scheduling/Cost Control	0-40	35	25	27	21	26	31	35	27
Proximity of the nearest office	0-40	40	30	28	33	31	30	36	30
Is the firm a certified minority/woman	0-20	20	20	20	20	20	20	20	20
	Grand Total=	386	263	268	311	306	344	377	253
	Ranking	1	7	6	4	5	3	2	8

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Weekley Asphalt Paving Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<p>Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.</p> <p>A.</p>	0-20	16
<p>Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years:</p> <p>a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record</p> <p>B.</p>	0-20	16
<p>Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials</p> <p>C.</p>	0-5	4
<p>Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.</p> <p>D.</p>	0-10	9
<p>Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects:</p> <p>E.</p> <p>a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff</p>	0-20	9
<p>Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:</p> <p>F.</p>	0-10	7
<p>G. Proximity of the nearest office to the project location:</p>	0-10	10

a. Location

b. Number of staff at the nearest office

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

H.

0-5

5

Total Points

0-100

76

List the reasons for this evaluation (justify the rating/scoring):

Keith and Schnars partner, a lot of paving work


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: *DuBois Construction Services

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<p>A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.</p>	0-20	
<p>B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years:</p> <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	
<p>C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials</p>	0-5	
<p>D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.</p>	0-10	
<p>E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects:</p> <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	
<p>F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:</p>	0-10	
<p>G. Proximity of the nearest office to the project location:</p>	0-10	

a. Location

b. Number of staff at the nearest office

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

H.

0-5

Total Points

0-100

0

List the reasons for this evaluation (justify the rating/scoring):

No signature Unresponsive


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Burkhardt Construction, Inc.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<p>A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.</p>	0-20	19
<p>B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years:</p> <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	19
<p>C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials</p>	0-5	5
<p>D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.</p>	0-10	9
<p>E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects:</p> <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	18
<p>F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:</p>	0-10	8
<p>G. Proximity of the nearest office to the project location:</p>	0-10	10

a. Location

b. Number of staff at the nearest office

H. Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

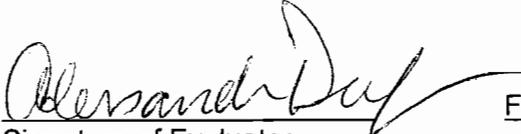
Total Points

0-100

93

List the reasons for this evaluation (justify the rating/scoring):

Great experience. Good


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Emerald Construction Corp.

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<p>A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.</p>	0-20	17
<p>B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years:</p> <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	14
<p>C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials</p>	0-5	4
<p>D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.</p>	0-10	7
<p>E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects:</p> <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	17
<p>F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:</p>	0-10	7
<p>G. Proximity of the nearest office to the project location:</p>	0-10	10

a. Location

b. Number of staff at the nearest office

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

H.

0-5

5

Total Points

0-100

81

List the reasons for this evaluation (justify the rating/scoring):

Small company, Maybe good for little jobs


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: H.A. Contracting Corp.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A.	Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	18
B	Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: <ol style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	18
C	Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	4
D	Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	0
E	Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: <ol style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ol style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	17
F	Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	7
G.	Proximity of the nearest office to the project location:	0-10	10

a. Location

b. Number of staff at the nearest office

H. Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5 5

Total Points **0-100** **79**

List the reasons for this evaluation (justify the rating/scoring):

Good experience. LEED. Small projects package missing financial statements


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: JWR Construction Services

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A.	Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	17
B	Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	18
C	Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	4
D	Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	9
E	Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	18
F	Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	6
G.	Proximity of the nearest office to the project location:	0-10	10

a. Location

b. Number of staff at the nearest office

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

H.

0-5

5

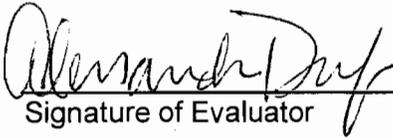
Total Points

0-100

87

List the reasons for this evaluation (justify the rating/scoring):

Okay proposal


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: MBR Construction, Inc.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A.	Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	17
B	Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: <ol style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	18
C	Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D	Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	9
E	Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: <ol style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ol style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	17
F	Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	8
G.	Proximity of the nearest office to the project location:	0-10	10

a. Location

b. Number of staff at the nearest office

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

H.

0-5

5

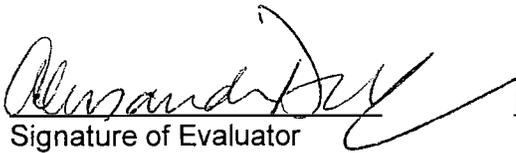
Total Points

0-100

89

List the reasons for this evaluation (justify the rating/scoring):

Some street jobs, mostly parks


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: State Contracting & Engineering Corp.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A.	Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	18
B	Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	19
C	Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	4
D	Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	9
E	Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	18
F	Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	6
G.	Proximity of the nearest office to the project location:	0-10	10

a. Location

b. Number of staff at the nearest office

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

H.

0-5

5

Total Points

0-100

89

List the reasons for this evaluation (justify the rating/scoring):

Good projects and experience


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: The Whiting-Turner Contracting Company

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A.	Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	17
B	Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: <ul style="list-style-type: none"> a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record 	0-20	18
C	Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D	Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	9
E	Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: <ul style="list-style-type: none"> a. Number of technical staff b. Qualifications of technical staff: <ul style="list-style-type: none"> (1) Number of licensed staff (2) Education of staff (3) Experience of staff 	0-20	17
F	Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	7
G.	Proximity of the nearest office to the project location:	0-10	10

a. Location

b. Number of staff at the nearest office

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

H.

0-5

5

Total Points

0-100

88

List the reasons for this evaluation (justify the rating/scoring):

Good experience. A lot of palm beach work.


Signature of Evaluator

February 10, 2015
Date

Alessandra Delfico
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Burkhardt

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	20
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	20
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	18
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	10
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	10

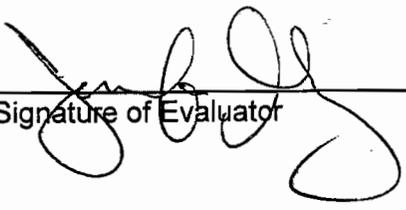
Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and H. Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5 5

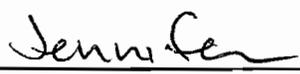
Total Points 0-100 98

List the reasons for this evaluation (justify the rating/scoring):

See attachment


Signature of Evaluator

Date


Printed Name

EVALUATION CRITERIA

RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Burkhardt

Criteria	Point Range	Score
A. Overall approach and methodology:	0-20	20 mention of public meetings. Merchant liaison Extensive Streetscape and park
B. Prior experience	0-20	20 improvements
C. Knowledge of site and local conditions:	0-5	5 \$20M+ in annual revenues. CAN will bond for
D. Financial Capability	0-10	10 \$25-\$55M Extensive Streetscape and park
E. Qualifications of personnel including sub consultants.	0-20	18 improvements. No mention of subs Claim all projects are on schedule w no
F. Scheduling/Cost Control.	0-10	10 change orders. Guaranteed max price
G. Proximity of the nearest office to the project location:	0-10	10 Old Pompano location and WPB
H. Is the firm a certified minority or women owned business enterprise	0-5	5
	TOTAL	

List the reasons for this evaluation (justify the rating/scoring):

.Pompano Beach Blvd and Pld Pompano Streetscape

I would be interested to hear experiences of those who worked with them

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Emerald

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	10
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	3
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	8
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	10
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	8
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	8

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

3

Total Points

0-100

68

List the reasons for this evaluation (justify the rating/scoring):

See attachment

Signature of Evaluator

Date

Printed Name

Jennifer Gomez

2-10-15

Jennifer Gomez

EVALUATION CRITERIA

RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Emerald

	Criteria	Point Range	Score
A.	Overall approach and methodology:	0-20	10 not a lot of detail.
B.	Prior experience	0-20	10 Not a streetscape firm
C.	Knowledge of site and local conditions:	0-5	3 local experience but not in streetscapes Revs around \$3M. Nielson Hoover to bond
D.	Financial Capability	0-10	8 \$15-\$30M no subs mentioned. Only assistant PM with
E.	Qualifications of personnel including sub consultants.	0-20	10 sizable streetscape projects
F.	Scheduling/Cost Control.	0-10	8 Planswift software
G.	Proximity of the nearest office to the project location:	0-10	8 Dania
H.	Is the firm a certified minority or women owned business enterprise	0-5	
		TOTAL	5

List the reasons for this evaluation (justify the rating/scoring):

OSHA citation with small settlement
Corradino Group partner
company about 17 years old
125 employees
no litigation

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: HA Contracting

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	15
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	15
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	4
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	5
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	15
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	10
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	8

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5 5

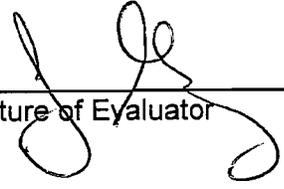
Total Points

0-100 77

List the reasons for this evaluation (justify the rating/scoring):

See attachment

Four horizontal lines for additional justification text.

Signature of Evaluator 

2-16-15
Date

Jennifer Gomez
Printed Name

EVALUATION CRITERIA

RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: HA Contracting Corp

Criteria	Point Range	Score
A. Overall approach and methodology:	0-20	15 I didn't get a good sense of their approach outside of scheduling and cost control
B. Prior experience	0-20	15 Similar projects, though no all encompassing streetscapes
C. Knowledge of site and local conditions:	0-5	4 Lots of local experience. None in Pompano
D. Financial Capability	0-10	5 Dip in revenues in 2012. Benson & CO Bond (\$15M-\$30M) no financials 2 GC, Design Build, Engineer Cocontractor, Electrical Contractor, etc. Don't know
E. Qualifications of personnel including sub consultants.	0-20	15 anything about subs
F. Scheduling/Cost Control.	0-10	10 Detailed approach
G. Proximity of the nearest office to the project location:	0-10	8 Main office in Doral, Broward (Miramar) and Palm Beach.
H. Is the firm a certified minority or women owned business enterprise	0-5	5
TOTAL		

List the reasons for this evaluation (justify the rating/scoring):

- 32 years experience
- 2 cases of litigation
- 200 govt projects in Broward, Palm Beach and Miami-Dade
- Past work with many ocean-side communities
- No mention of staff support requirements

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: JWR

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	15
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	15
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	9

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

Total Points

0-100

74

List the reasons for this evaluation (justify the rating/scoring):

See attachment

Signature of Evaluator

2-10-15
Date

Printed Name

Jennifer Garoz

EVALUATION CRITERIA

RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: JWR

	Criteria	Point Range	Score
A.	Overall approach and methodology:	0-20	Not a lot of detail in approach. Did mention 10 community involvement 2 streets projects, otherwise private
B.	Prior experience	0-20	15 contracts
C.	Knowledge of site and local conditions:	0-5	5 not a lot of ROW experience
D.	Financial Capability	0-10	10 Ohio Casualty insurance \$20-\$30M
E.	Qualifications of personnel including sub consultants.	0-20	15 No mention of subs Very little info given outside of project
F.	Scheduling/Cost Control.	0-10	5 approach
G.	Proximity of the nearest office to the project location:	0-10	9 Deerfield Beach
H.	Is the firm a certified minority or women owned business enterprise	0-5	5
		TOTAL	

List the reasons for this evaluation (justify the rating/scoring):

- 29 years business
- underground utility and general contractors
- claim minimal staff involvement

oh

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: MBR

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	15
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	15
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	15
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	8
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	9

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and H. Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

Total Points

0-100

82

List the reasons for this evaluation (justify the rating/scoring):

See attachment

Signature of Evaluator

Date

Printed Name

2-10-15

Jennifer Gomez

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: State Contracting's Eng. S C E C

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	18
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	18
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	8
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	18
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	10
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	8

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned-business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

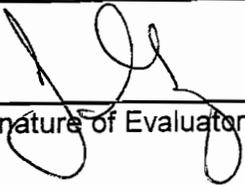
Total Points

0-100

90

List the reasons for this evaluation (justify the rating/scoring):

See attachment


Signature of Evaluator

2-20-15
Date

Jennifer Gomez
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES
VENDOR NAME: _____ SCEC _____

Criteria	Point Range	Score
A. Overall approach and methodology:	0-20	18
B. Prior experience	0-20	18
C. Knowledge of site and local conditions:	0-5	5
D. Financial Capability	0-10	8
E. Qualifications of personnel including sub consultants.	0-20	15
F. Scheduling/Cost Control.	0-10	10
G. Proximity of the nearest office to the project location:	0-10	8
H. Is the firm a certified minority or women owned business enterprise	0-5	5
TOTAL		

Single point of contact, project meetings,
18 monthly meetings,
Similar projects - Commercial E and W. One
litigation case regarding safety
Worked extensively in Broward and in
5 Pompano
Provided bond letter from Fidelity and
Deposit of Maryland (\$35M-\$50M).
Revenues spiked and dropped from 2011-
2013
17 on staff. 2 GCs. 5 on team. Lots of
masters degerees No subs mentioned.
LEED credentials. Good longevity of staff
All referenced projects on or under budget
16 miles

List the reasons for this evaluation (justify the rating/scoring):

- 40 years
- Hollywood, FL firm
- Redevelopment of commercial in LBTS
- Paul Carty - worked on Young's circle
- A1A from Sea Ranch to Atlantic

ole

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Whiting Turner

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	20
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	20
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	3
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	18
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	10
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	9

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and H. Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

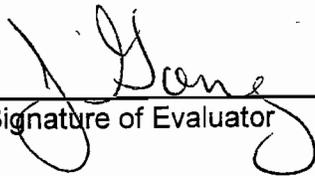
Total Points

0-100

97

List the reasons for this evaluation (justify the rating/scoring):

See attachment


Signature of Evaluator

2-10-15
Date

Jennifer Gomez
Printed Name

EVALUATION CRITERIA

RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Whiting-Turner

Criteria	Point Range	Score
A. Overall approach and methodology:	0-20	Included a community communication 20 component
B. Prior experience	0-20	20 MLK streetscape,
C. Knowledge of site and local conditions:	0-5	5
D. Financial Capability	0-10	10 \$3-\$5 M in rev. Bonding capacity
E. Qualifications of personnel including sub consultants.	0-20	1 GC. Only 3 resumes provided. Don't know 18 who the subs are but will work with SBE
F. Scheduling/Cost Control.	0-10	10 Cypress Creek Rd, Ft Laud. Headquarters in 9 MD
G. Proximity of the nearest office to the project location:	0-10	9 MD
H. Is the firm a certified minority or women owned business enterprise	0-5	5 No - but commits to working with SMB
	TOTAL	

List the reasons for this evaluation (justify the rating/scoring):

Has litigation, though no details. OSHA citations

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: ~~MPS~~ Weckley

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	10
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	4
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	10
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	10
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	8

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

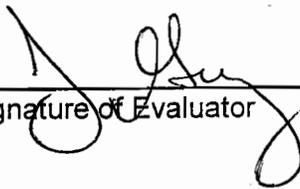
0-5 5

Total Points

0-100 67

List the reasons for this evaluation (justify the rating/scoring):

See attachment


Signature of Evaluator

2-10-15
Date

Jennifer Gomez
Printed Name

EVALUATION CRITERIA

RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Weekley with Keith and Schnars

Criteria	Point Range	Score	
A. Overall approach and methodology:	0-20	10	Primarily asphalt related. One team member with landsape. Did not see mention of electrical or financial person. No resumes from K&S small project on Dixie
B. Prior experience	0-20	10	
C. Knowledge of site and local conditions:	0-5	4	
D. Financial Capability	0-10	10	
E. Qualifications of personnel including sub consultants:	0-20	10	Mostly paving computer software
F. Scheduling/Cost Control.	0-10	10	
G. Proximity of the nearest office to the project location	0-10	10	8 Pembroke Pines
H. Is the firm a certified minority or women owned busii	0-5		
TOTAL			

List the reasons for this evaluation (justify the rating/scoring):

- Firm 46 years
- experience building roads
- no litigation
- states no staff involvement is necessary
- ~~to justify the rating/scoring~~

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Burkhardt

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	20
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	20
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	18
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	9
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	10

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

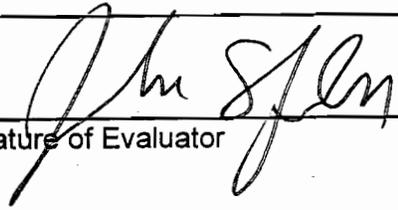
0-5 5

Total Points

0-100 97

List the reasons for this evaluation (justify the rating/scoring):

PROR EXPERIENCE IN POMPANO (P.B. BOULVARD & OLD POMPANO), STREETScape PROJECTS (WORTH AVE, HOLLYWOOD, BOCA, MT. DORA), HIGHLIGHTED PUBLIC & MERCHANTS, OFFICE IN POMPANO,



Signature of Evaluator

2/10/13

Date

JOHN SFIROPOULOS

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: EMERALD

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	5
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	10
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	7

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

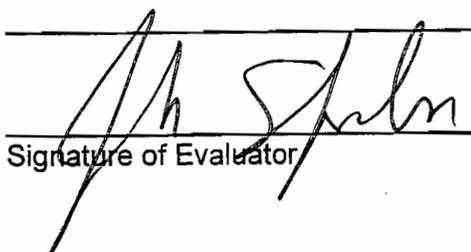
0-5 5

Total Points

0-100 57

List the reasons for this evaluation (justify the rating/scoring):

AVERAGE PROPOSAL, LIMITED EXPERIENCE IN
STREETSCAPE - MORE BUILDING TYPE RENOVATIONS,
APPROACH METHODOLOGY WAS GENERIC.



Signature of Evaluator

2/10/15

Date

JOHN STIROPOULOS

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: HA CONTRACTING

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	10
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	15
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	5

Is the firm a-certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

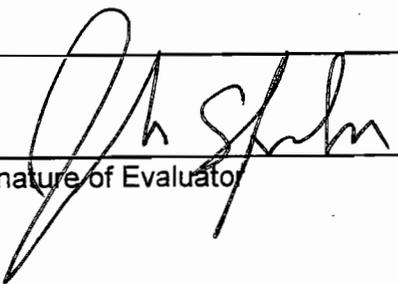
0-5 5

Total Points

0-100 65

List the reasons for this evaluation (justify the rating/scoring):

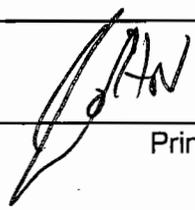
LIMITED STREETSCAPE, NO FINANCIALS,
AVERAGE PROPOSAL



Signature of Evaluator

2/10/15

Date



J. N. SFIROPOULOS

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: JWR

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	18
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	18
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	9

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and

H. Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

Total Points

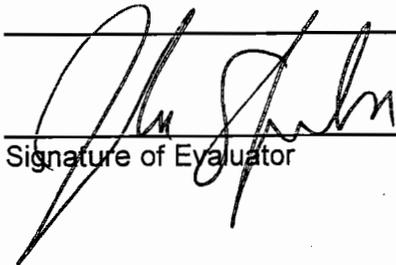
0-100

80

List the reasons for this evaluation (justify the rating/scoring):

LIMITED DETAILS ON APPROACH

METHODOLOGY, SCHEDULING & COST CONTROL.



Signature of Evaluator

2/18/15

Date

JOHN SFIROPOULOS

Printed Name

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and H. Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

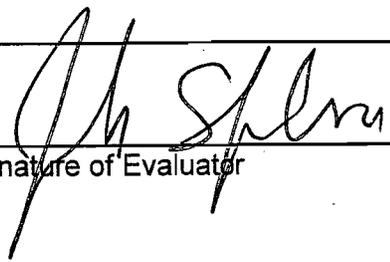
0-5 5

Total Points

0-100 70

List the reasons for this evaluation (justify the rating/scoring):

DID NOT FOLLOW SUBMITTAL FORMAT,
DIDN'T DO A GOOD JOB HIGHLIGHTING
STREETScape



Signature of Evaluator

2/10/15

Date

JOAN SFIRAPOULOS

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: SUEC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	18
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	17
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	17
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	10
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	7

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

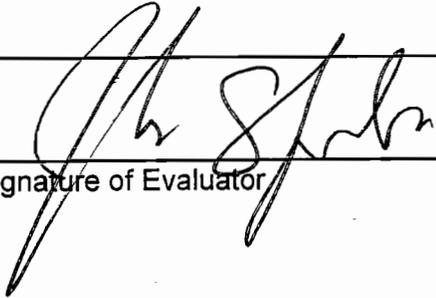
Total Points

0-100

89

List the reasons for this evaluation (justify the rating/scoring):

IMPRESSIVE PROPOSAL, EXPERIENCE MATRIX
& SCHEDULING/COST CONTROL MATRIX, LAUDABLE
BY THE SEA AWARD.



Signature of Evaluator

2/10/15

Date

JOAN SFAPOULOS

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: WHITING-TURNER

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	19
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	19
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	19
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	10
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	8

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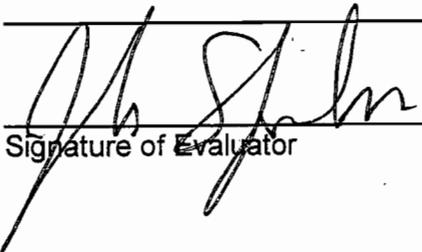
0-5 5

Total Points

0-100 95

List the reasons for this evaluation (justify the rating/scoring):

HIGHLIGHTED PROJECT SIMILARITIES, IMPRESSIVE PROPOSAL, APPROACH WAS COMPREHENSIVE, EXTENSIVE QUALIFICATIONS.



Signature of Evaluator

2/10/15

Date

JOAN STROPOULOS

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: WEEKLY

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	5
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	10
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	7

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

Total Points

0-100

57

List the reasons for this evaluation (justify the rating/scoring):

AVERAGE PROPOSAL. EXPERIENCE LIMITED TO
ROADWAY (DOT), BRIDGES, ETC.



Signature of Evaluator

2/18/15

Date

JOHN SFIROPOULOS

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: BUNKHARDT

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	20
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	20
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	20
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	8
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	10

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and H. Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

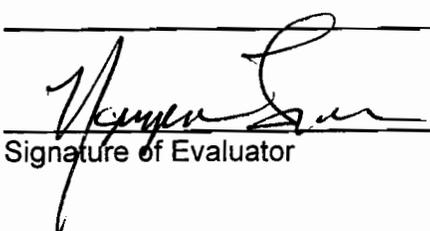
Total Points

0-100

98

List the reasons for this evaluation (justify the rating/scoring):

Good Contractor, Experienced Staff, Responsive to CRA Needs.



Signature of Evaluator

2/10/15

Date

NGUYEN TRAN

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Emerald

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	15
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	15
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	3
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	5
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	10
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	5

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

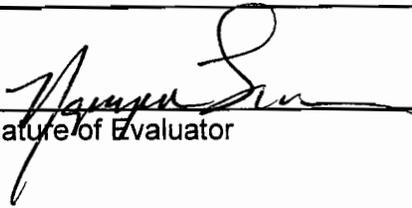
5

Total Points

0-100

63

List the reasons for this evaluation (justify the rating/scoring):


Signature of Evaluator

2/10/15
Date

NGUYEN TRAN
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: AA

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	10
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	2
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	0
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	10
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	5

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

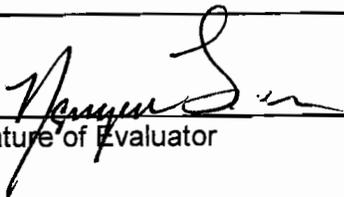
5

Total Points

0-100

47

List the reasons for this evaluation (justify the rating/scoring):


Signature of Evaluator

2/10/15
Date

NGUYEN TRAN
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: JWR

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	20
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	10
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	5
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	15
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	5

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

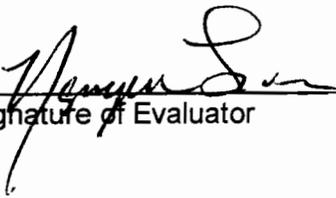
Total Points

0-100

70

List the reasons for this evaluation (justify the rating/scoring):

Med / small size Company. More work as GC than Streetscape projects; However is certified underground contractor.



Signature of Evaluator

2/10/15

Date

NGUYEN TRAN

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: MBR

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	20
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	10
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	5
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	10
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	5

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

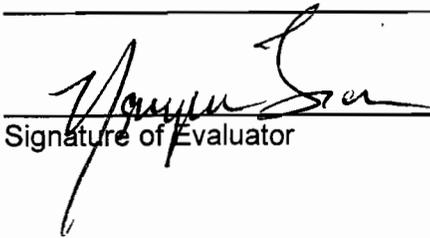
Total Points

0-100

65

List the reasons for this evaluation (justify the rating/scoring):

Good Contracting firm, plenty of experience with GC type work. Lots of Park Experience



Signature of Evaluator

2/10/15

Date

NGUYEN TRAN

Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: STATE Contracting & Engineering Corp

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	19
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	15
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	3
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	9
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	15
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	5

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

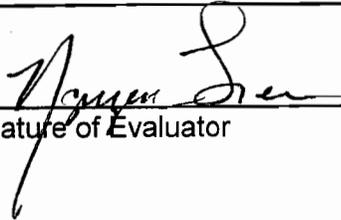
5

Total Points

0-100

76

List the reasons for this evaluation (justify the rating/scoring):


Signature of Evaluator

2/10/15
Date

NGUYEN TRAN
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Whiting Turner

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	20
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	20
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	5
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	10
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	20
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	8
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	9

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

5

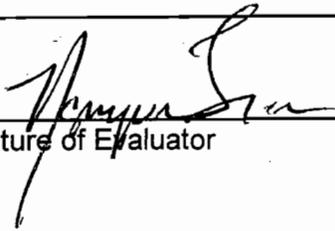
Total Points

0-100

97

List the reasons for this evaluation (justify the rating/scoring):

Large Company, experienced staff, good ~~work~~ work on MHC streetscape



Signature of Evaluator

2/10/15
Date

Nguyen Tran
Printed Name

EVALUATION CRITERIA
RFP T-12-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

VENDOR NAME: Weekley

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
A. Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.	0-20	10
B. Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (<u>contractor and/or subcontractor must be FPL- approved/certified</u>), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years: a. Number of similar projects b. Complexity of similar projects c. References from past projects d. Safety record	0-20	8
C. Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials	0-5	3
D. Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.	0-10	9
E. Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects: a. Number of technical staff b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff	0-20	8
F. Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:	0-10	5
G. Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-10	5

Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work?

0-5

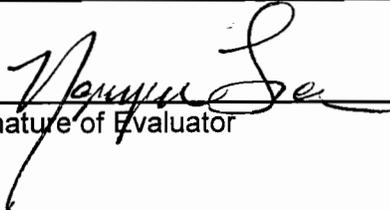
5

Total Points

0-100

53

List the reasons for this evaluation (justify the rating/scoring):


Signature of Evaluator

2/10/15
Date

NGUYEN TRAN
Printed Name

CITY OF POMPANO BEACH

RESPONSES

RFP T-43-14
 Management of Parking Operations
 06/12/2014

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
Burkhardt Construction, Inc.	1400 Alabama Ave, Suite 20	West Palm Beach, FL 33401
Emerald Construction Corp.	1211 Stirling Road #106	Dania Beach, FL 33004
H.A. Contracting Corp.	9500 NW 12 Street, Bay 1	Doral, FL 33172
JWR Construction Services	1311 W Newport Center Dr, Suite C	Deerfield Beach, FL 33442
MBR Construction, Inc.	1020 NW 51 Street	Ft. Lauderdale, FL 33309
State Contracting & Engineering Corp.	3800 N 29 Avenue	Hollywood, FL 33020
The Whiting-Turner Contracting Company	1901 W Cypress Creek Rd, Suite 101	Ft. Lauderdale, FL 33309
Weekley Asphalt Paving Inc.	20701 Stirling Road	Pembroke Pines, FL 33332
*DuBois Construction Services	1311 W Newport Center Dr, Suite D	Deerfield Beach, FL 33442
* RFQ Non-responsive, no signature		



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR QUALIFICATIONS
T-12-15**

**CONSTRUCTION MANAGEMENT AT RISK CONTRACT
SERVICES**

**RFQ OPENING: JANUARY 20, 2015 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

December 17, 2014

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS
T-12-15

CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

The City is seeking proposals from qualified firms to provide construction management at risk contract services to the City for various city streetscape projects.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2015**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable. Submittal of Response by fax is not acceptable.

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SECTION I - RFQ SCHEDULE

The following schedule will be followed for this RFQ:

RFQ Issued:	12/17/2014
Deadline for Questions:	01/13/2015
RFQ Opening:	01/20/2015
Evaluation of Proposals (estimated)	01/29/2015
Evaluation of Presentations (estimated if required)	02/10/2015
Commission Approval of Highest Ranked Firm (estimated)	02/24/2015

SECTION II INTRODUCTION

1. General

The City of Pompano Beach Public Works Department (CITY) has identified major projects and programs within the CITY boundaries with the goal to make the City more attractive to residents, visitors and tourists and promote economic growth and activity as detailed in the City's Strategic Plan.

The intent of this Request for Qualifications (RFQ) is, through a competitive process pursuant to Florida Statutes, Chapter 287.055(2)(g) (Consultants Competitive Negotiations Act), to select the three (3) most qualified firms based on the top three (3) rankings, with whom to negotiate Guaranteed Maximum Price (GMP) Agreements and enter into Construction Manager at Risk Contracts with on an interchangeable basis as determined by the City, for the potential projects listed herein and any other potential projects of similar nature to be determined by City.

The CITY, as part of the City's Capital Improvement Program and Strategic Plan, are providing for the renovation and replacement of existing facilities and the construction of new facilities within the City. The proposed improvements include, but are not restricted to, conversion of existing overhead utilities (e.g. electric, telephone and cable TV) to underground distribution, installation of new drainage, replacement of water and sewer distribution lines, and streetscape improvements, including lighting, sidewalks, pavement and landscaping. The proposed improvements may not occur at the same time, but may be phased as necessary.

Construction drawings and specifications for each project will be provided by the City to the awarded firm(s) to develop a GMP and Construction Manager at Risk contract accordingly, on an as needed basis as determined by the City. The City reserves the right to enter into agreements interchangeably with either of the top three (3) highest ranked firms as determined by the City.

2. Eligibility

Due to the requirement that the Contractor(s) need to be readily available for meetings, discussions and tours within the areas of responsibility, it will be necessary for any proposers to have an office physically located within the tri-county areas of Miami-Dade, Broward, and Palm Beach County. This office must be an active facility from which consultant services are routinely provided and not merely a post office box or other type of mail drop, nor can it be the office of simply a representative agent. The CITY reserves the right to inspect any facility designated by the proposer to insure that it complies with this section.

3. Small Business Enterprise Program

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

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and

that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

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

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

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

4. Local Business Program

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

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

The City has set a 15% voluntary Local Business goal for this project. Local Business program forms are located at the end of this solicitation, and all firms responding must return a response of participation or non-participation in order to be considered responsive for evaluation purposes.

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were

contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

5. Contract Award

Upon successful competitive negotiations with the selected Construction Management Firm(s), individual Construction Management at Risk contracts will be developed for each project including a Guaranteed Maximum Price (GMP) and construction schedule. Construction shall not commence until Notice to Proceed is issued by the City. Commission approval will be required for construction projects in excess of \$24,999.

6. Project List

Work to be accomplished under this contract is related, but not limited to the following streetscape, hardscape, and landscape improvement projects in which construction costs may exceed \$2,000,000.00 as follows: The City does not guarantee that the top three (3) ranked firm(s) will be awarded these projects; these projects reflect what we envision to be prospective projects through which construction management at risk contracts are suitable; however, the City reserves the right to procure these services using other methods as deemed appropriate by the City and to expand upon this list or exclude projects from this list.

- A. Briny Avenue Streetscape and Undergrounding Improvements
- B. A1A Undergrounding of Overhead Utilities
- C. DiVito Parking Lot Improvements
- D. N.E. 1st Avenue Streetscape between N.E. 26th Avenue and N.E. 28th Avenue
- E. Section 108 Loan project in Old Pompano (N.E. 1st Avenue, N.E. 1st Street, N.E. 2nd Street, N.E. 3rd Street, N.E. 2nd Avenue, etc.).

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. No contractor or sub-contractor shall commence work under this agreement without the minimal insurance set forth herein, nor without the approval by the City of Pompano Beach Risk Manager. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

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

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE*

* Policy to be written on a claims incurred basis

XX comprehensive form		
XX premises - operations	bodily injury	
XX explosion & collapse hazard	property damage	
XX underground hazard		
XX products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE*

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form		
XX owned	property damage	
XX hired	bodily injury and property damage	
XX non-owned	combined	

REAL & PERSONAL PROPERTY

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

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

XX PROFESSIONAL LIABILITY		\$1,000,000. \$1,000,000.
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* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. GOVERNING LAW

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be Pompano Beach, Florida.

9. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, each Qualifier must disclose if any City employee is also an owner, corporate officer, or an employee of his business. If any City employee is also an owner, corporate officer, or an employee, the Qualifier must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statutes 112.313.

10. LOBBYING PROHIBITED

Qualifiers are not to lobby any City officials, officers or personnel related or involved with this Request for Qualifications. All oral and written inquiries are to be directed to the Procurement Contacts contained herein. Any violation of this condition may result in rejection and/or disqualification of the proposal. The City Manager shall be excluded from this condition.

11. DRUG FREE WORKPLACE

The selected Qualifier with whom an agreement will be negotiated will be required to verify they will operate a "Drug Free Workplace" as outlined in Florida Statute, Section 287.087.

12. PUBLIC ENTITY CRIMES

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

13. TAXES

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

14. HOLD HARMLESS AND INDEMNIFICATION

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

15. RETENTION OF RECORDS AND RIGHT TO ACCESS

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

16. COMMUNICATIONS

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

17. NO DISCRIMINATION

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

18. INDEPENDENT CONTRACTOR

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

19. STAFF ASSIGNMENT

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

20. CONTRACT TERMS

The contract resulting from this RFQ shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFQ document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

21. WAIVER

It is agreed that no waiver or modification of the contract resulting from this RFQ, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

22. SURVIVORSHIP RIGHTS

This contract resulting from this RFQ shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

23. TERMINATION

The contract resulting from this RFQ may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFQ for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

24. MANNER OF PERFORMANCE

Proposer agrees to perform its duties and obligations under the contract resulting from this RFQ in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

25. ACCEPTANCE PERIOD

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

26. RFQ CONDITIONS AND PROVISIONS

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

27. STANDARD PROVISIONS

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

c. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

d. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

e. Public Entity Crimes

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

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

l. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

m. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

28. QUESTIONS AND COMMUNICATION

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

29. ADDENDA

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

30. CONTACT INFORMATION

For additional information regarding this RFQ, please contact City of Pompano Beach Public Works Department, Engineering Division, John Sfiropoulos, P.E., Civil Engineer III at 954-545-7009 or email john.sfiropoulos@copbfl.com.

SECTION III- SCOPE OF WORK

1. INTENTION

The intent of this "Request for Qualifications" is for the CITY to select a Construction Management Firm capable of providing construction management services necessary to construct the improvements within the CITY as outlined above. Applicants are encouraged to self- perform any of the general services listed on page 6. The Construction Management Firm(s) may retain necessary design professionals under the process provided in Florida Statute Section 287.055.

Based on the Guaranteed Maximum Price (GMP), the CITY may or may not proceed if the GMP is not acceptable to the CITY. The CITY reserves the right to discontinue with that firm without recourse or liability. The types of services required may include, but shall not be limited to, the following.

2. PRE-CONSTRUCTION PHASE

- A. Review and coordinate the work that the architect, engineer and/or the owner prepared for the project, within the existing site conditions.
- B. Submit to the architect, engineer and owner for consideration, appropriate cost and savings programs (value engineering).
- C. Coordinate competitive bidding and contracting for trade subcontractors.
- D. Calculate and provide a Guaranteed Maximum Price for the project or each phase of the project.
- E. Provide a preliminary construction schedule.

3. CONSTRUCTION PHASE

- A. Provide Performance and Payment Bonds for the full value of the GMP for each phase of the project.
- B. Monitor Minority/Women and Small Business Enterprises participation (M/WBE, SBE) for the project or phases of the project.
- C. Apply for, obtain, coordinate and pay for all permits, inspections and tests. Ensure the successful, timely, and economical completion of the project or phases of the project.
- D. Coordinate and insure compliance with all insurance requirements.
- E. Create, maintain, and present an overall construction schedule
- F. Create a schedule of values for the project or phases of the project.
- G. Coordinate Construction Management Services, including but not limited to:
 - 1) Regular job site meetings.
 - 2) Public presentations and Public outreach
 - 2) Maintaining and updating schedules.
 - 3) Overseeing quality assurances.
 - 4) Maintaining and providing copies of all contract documents.
 - 5) Insuring compliance with all safety programs.
 - 6) Coordination of all construction.

4. GENERAL SERVICES

Work to be accomplished under this contract may include the following:

- A. Undergrounding existing FPL, ATT and Comcast overhead utilities.
- B. Pedestrian improvements within the ROW and City owned property.
- C. Exercise trail, passive park areas and possible playground upgrades
- D. Eco-tourism elements
- E. Trendy design and art elements
- F. Landscape Beautification
- G. On-Street Beachfront Parking along (if applicable)
- H. Base information review/identification of site design issues/opportunities
- I. Cost estimating and value engineering
- J. Paving and Hardscape materials
- K. Lighting-Electrical
- L. Site Furnishings and Special Features
- M. Roadway alignment plan coordination
- N. Outline Specifications
- O. Plans that shall reflect the location and dimensioning of the following elements:
 - a. Plazas, walkways/sidewalks, and specialty features
 - b. Steps, ramps and retaining walls
 - c. Site furnishings
 - d. Exterior lighting
 - e. Hardscape/Paving Plans
 - f. Special pavement materials and patterns (Type and location)
 - g. Pedestrian surfaces
 - h. Curbs and paving borders
 - i. Planting Plans - Quantity, size, and description of the following:
 - Trees (including relocation of any existing trees)
 - Shrubs and groundcovers
 - Soil mixes
 - Planting details and specifications
- P. Irrigation (City to supply source information for irrigation source, i.e., well or City water source).
 - a. Piping and hydraulics design
 - b. Pump and/or well design
 - c. Specifications
- Q. Construction Details
 - a. Decorative walls (structural sub-consultant)
 - b. Special pavements
 - c. Various lighting treatments
 - d. landscaped edges and buffers
 - e. Stairs, ramps, walls and walkways
 - f. Curbs and hardscape edges
 - g. Site furniture
 - h. Construction Details
 - i. Construction Specifications
 - j. Technical Specifications

5. COMPOSITION OF PROJECT TEAM

Qualifier will be required to commit that the personnel and/or principals named in the proposal shall remain assigned to the "project" throughout the period of the contract unless provided for otherwise in a negotiated contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement. The approval of the CITY will be required for any such diversion or substitution.

6. LICENSE

Firms must have previous municipal experience and must be licensed to practice General Contracting in the State of Florida, Florida State Statute 481, by the Board of Professional Regulation.

SECTION IV - SELECTION/EVALUATION PROCESS

1. Interested Respondents shall submit their qualifications and any other information required herein to the City of Pompano Beach's Purchasing Department's office on or before the date and the time specified.
2. Each partner of joint ventures must individually meet the conditions of the General Contractor's Evaluation. Contractor's License may not have been suspended, put on probation or revoked at any time in the last five (5) years.
3. Limited Liability Corporations (LLC) will be required to comply with a Guaranty of Obligations.
4. General Contractor shall provide a complete financial statement indicating organization's financial condition. Financial statements provided by general contractors shall not be older than six (6) months prior to the date of filing this Prequalification Application. The financial statements are to be reviewed and submitted with any accompanying notes and supplemental information. The City of Pompano Beach reserve the right to reject financial statements in which the financial condition shown is of a date six (6) months or more prior to the date of filing.
5. A certificate by a Certified Public Accountant (CPA) is required. The CPA may submit a certificate in his/her own words, including such qualifications as may be necessary in view of the scope of this assignment, provided that such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the City of Pompano Beach. Certificate shall be signed and shall indicate license/certificate number.
6. Bearing in mind that working capital is an important factor in determining the prequalification of the general contractor, the accountant will perform a valuable service for their client and at the same time assist the City, if they will furnish, by supplemental schedules or as part of their certificate, any information not specifically called for by the statement which in their opinion might be taken into consideration. In the event that the general contractor's job income and expenditures are accounted on a completed contract basis and the balance sheet includes an item reflecting the excess of costs to date over billings to date, or vice versa, the elements of "Accumulated Costs" and "Billings to Date" must be shown in support of the balance sheet item.

7. A Selection Committee will review the submittals. The selected Firms will be notified and ranked. The committee may conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' qualifications. The final ranking will then be recommended to the CITY for approval. The CITY has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the board.
8. After the CITY has approved the rankings of the firms and authorized negotiations to proceed, CITY staff may negotiate Contracts with any of the three (3) top ranked Firm(s) on an interchangeable basis, as determined by the CITY. The final Contract negotiated between the Firm and CITY staff will incorporate the contents of this "Request for Qualifications" the qualifications submitted by the Firm, and any other terms or conditions that the parties may agree to include by way of negotiation. If CITY staff is unable to negotiate a satisfactory Contract, CITY staff may terminate negotiations with that Firm without recourse or liability. After a Contract has been formally approved and executed by the CITY, the Firm will be issued an "Authorization to Proceed."
9. The Committee will rank responses based upon the following criteria:

- Overall approach and methodology: Explain the firm's approach to these types of projects from initial involvement in contract document preparation through the final construction phases. Include methods used during construction to monitor this project and resolve issues as well as methods of sequencing and coordination among the firm's trades to minimize conflict and errors.
- A. 0-20
- Prior experience with projects of similar size for a City and in an urban environment, beachfront or waterfront areas with an emphasis on streetscape improvements, utility improvements, large promenades, sophisticated landscape themes, undergrounding of overhead utilities in compliance with FPL (contractor and/or subcontractor must be FPL- approved/certified), Comcast, and AT&T standards and certifications, roadway resurfacing, etc., completed during the past five (5) years:
- B. 0-20
- a. Number of similar projects
 - b. Complexity of similar projects
 - c. References from past projects
 - d. Safety record
- Knowledge of site and local conditions: Demonstrate knowledge of the site, State, County, and City requirements, codes, and ordinances. Also knowledge of local subcontractors and suppliers, capable of supplying quality workmanship and materials
- C. 0-5
- Financial Capability - An indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project. In addition, the firm's ability to secure bonding shall be also be used as an indicator.
- D. 0-10
- Qualifications of personnel including sub consultants. The general and specific project related capability of the in-house office and field support, including previous experience with similar projects:
- E. 0-20
- a. Number of technical staff
 - b. Qualifications of technical staff: (1) Number of licensed staff
(2) Education of staff
(3) Experience of staff
- Scheduling/Cost Control. A description of the Firm's general project management, scheduling, and cost controls indicating functions and capabilities, with emphasis on the Firm's ability to prevent cost overruns or change orders:
- F. 0-10
- Proximity of the nearest office to the project location:
- G. 0-10
- a. Location
 - b. Number of staff at the nearest office

- Is the firm a certified minority or women owned business enterprise as defined by the City of Pompano Beach or the Florida Small and Minority Business Assistance Act of 1985? Or, is a minority or women owned business enterprise part of the team and assigned to participate in no less than 5% of the work? 0-5

Total Points 0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

SECTION V - SUBMITTAL FORMAT

Information to be submitted should include the following and be tabbed as indicated:

Title Page: Show the "Request for Qualifications" project title, project number, the name of the Respondent firm, address, telephone number, name of contact person and date.

- A. Table of Contents: Clearly identify the section, topic, and page number.
- B. The Essential Requirements Questionnaire and the Declaration page below.
- C. Letter of Transmittal: Limit to one (1) or two (2) printed pages.
 - 1. Briefly state the firm's understanding of the work to be done and provide a positive commitment to perform the work.

2. Give the names of the persons who will be authorized to make representations for the firm including their titles, addresses and telephone numbers.
- D. Profile of Construction Management Services:
1. Describe the firm, including the size, range of activities, and other pertinent information.
 2. Provide an organizational chart.
 3. State whether the organization is national, regional or local.
 4. State the location of the office from which the work is to be performed.
 5. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- E. Provide a list and description of similar municipal or other projects satisfactorily performed within the past five (5) years that have been completed under a "Construction Management at Risk Services" agreement. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance. Describe experiences in conducting similar projects for each of the staff assigned to the project, as well as their relevant educational background.
- F. Provide information on any litigation (decided, settled or pending) the firm has been involved in within the last five (5) years.
- G. Describe what municipal staff support is anticipated for this type of project.
- H. Describe the firm's approach to performing the work. This should include the following points: overall plan for this project outlining major tasks and responsibilities, project time schedule and staff assigned.
- I. Provide reviewed or audited financial statements for your most recent past three (3) complete fiscal years, accompanied by a review report by an independent Certified Public Accountant. Compiled or internally prepared financial statements will not be accepted.
- J. Insurance certificate and any other forms the Qualifier feels are pertinent.
- K. City Forms: The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFQ pages, initialed where indicated.

The Submittal Package shall be submitted in accordance with the requirements of the Consultants Competitive Negotiation Act and shall include a completed sample insurance certificate listing the insurance company's name(s) for both Professional and General Liability Insurance and the dollar amounts of the coverage.

Submit one (1) original unbound and six (6) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Submittal packages should be marked on the exterior RFQ CM at Risk Contract Services For Various City Streetscape Improvement Projects and addressed to City of Pompano Beach, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

SUBMITTALS MUST BE RECEIVED NO LATER THAN THE DATE SPECIFIED IN THE RFQ SCHEDULE IN THE SECTION I ABOVE.

No fax or e-mail copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender.

The CITY reserves the right to accept or reject any or all submittals, to waive any minor irregularities, and to extend the deadline for submission when it is in the best interest of the CITY.

VI. CONTRACT SECURITY

When the Successful Firm delivers the executed Agreement to the CITY, it must be accompanied by a Performance Bond equivalent to 100% of the contract. A warranty Bond, equal to 25% of the actual cost of construction shall remain in effect after the project(s) is completed and for a period of two (2) years from the date of final approval.

ESSENTIAL REQUIREMENTS
QUESTIONNAIRE

1. Qualifier possesses a valid and current Florida Contractor's license for the project or projects for which it intends to submit a bid.

Yes No

2. Qualifier has or will obtain a general liability insurance policy with a policy limit of at least \$_____ per occurrence and \$_____ aggregate.

Yes No

3. Qualifier has current workers' compensation insurance policy.

Yes No

Qualifier is exempt from this requirement, because it has no employees

a) A "no" answer to Question 4 will not be disqualifying if the Qualifier is exempt from complying with Question 4, for reasons explained in footnote 3.

b) A Qualifier disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

c) Public Entity may request an additional notarized statement from the surety at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?

Yes No

NOTE: A financial statement that is not reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the Florida Department of Insurance) and authorized to issue bonds in the State of Florida, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for the Project?

Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?

Yes No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

Yes No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract?

Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

Yes No

ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date Incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, and treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name: _____

Position: _____

Years with Company: _____

% Ownership: _____

Social Security #: _____

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name: _____

Construction Firm: _____

Dates of Person's Participation with Firm: _____

For Firms That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name: _____

Position: _____

Years with Company: _____

% Ownership: _____

Social Security #: _____

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name: _____

Construction Firm: _____

Dates of Person's Participation with Firm: _____

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business.

1b. Social security number of company owner.

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name: _____

Construction Firm: _____

Dates of Person's Participation with Firm: _____

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture.

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm: _____

% Ownership of Joint Venture: _____

B. History of the Business and Organizational Performance

1. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed page.

2. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

3. Are any corporate officers, partners or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. State your firm's gross revenues for each of the last three calendar years:

2013 _____ 2012 _____ 2011 _____

5. How many years has your organization been in business in Florida as a contractor under your present business name and license number? ___ years

6. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

7. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

C. Licenses

1. List all Florida construction license numbers, classifications and expiration dates of the Florida contractor licenses held by your firm:

2. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the Contractors State Licensing Board (CSLB) records who meet(s) the experience and examination requirements for each license.

3. Has your firm changed names or license number in the past five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

4. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

5. Has a State of Florida license(s) held by your firm been suspended within the last five years?
 Yes No

If "yes," please explain on a separate signed sheet.

D. Disputes

1. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
 Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, and the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

2. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
 Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor.

4. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project, either public or private?

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

7. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

E. Criminal Matters and Related Civil Suits

1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

___ Yes ___ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

2. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

___ Yes ___ No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

3. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

___ Yes ___ No

If "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.

F. Bonding

1. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and
telephone number: _____

2. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

3. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

4. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies, which denied coverage; and the period during which you had no surety bond in place.

G. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

1. Has the Occupational Safety and Health Administration (OSHA) cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation. Yes No

If "yes," attach a separate signed page describing each citation.

3. Has the state or federal Environmental Protection Agency (EPA) or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

5. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business).

H. Prevailing Wage and Apprenticeship Compliance Record

1. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

___ Yes ___ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

SURETY AND BONDING REQUIREMENTS

A. Attach a notarized statement from the bonding company your firm proposes to use indicating their commitment to provide a Performance and Payment Bond for the full amount of the contract.

B. List the names of the Bonding firms utilized by your organization in the last five (5) years, for projects over \$3,000,000.

Name of Bonding Company No. 1

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

Name of Bonding Company No. 2

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

INSURANCE REQUIREMENTS

Each policy of insurance carried by the successful bidder for this project shall be issued by an insurance company licensed to do business in the State of Florida with a rating of "A" or better and a financial size category of "V" or better according to the latest edition of "Bests".

A. Attach a notarized statement from the Worker's Compensation carrier specifying organization's current Experience Modification rating for Worker's Compensation in the State of Florida.

B. List the names of the insurance firms utilized by your organization in the last five (5) years, for projects over \$3,000,000.

Name of Insurance Company No. 1

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

Name of Insurance Company No. 2

Address: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Amount Bonded: _____ % _____

Completed _____

Failure to provide all these attachments may be cause for disqualification for this project.

Attachment 1 – Certificate of Accountant Attachment 1A –
General Statement of Bank Credit Attachment 2 – Notarized
Statement from Bonding Company

Attachment 3 – Notarized Statement from Worker's Compensation Insurance Carrier

Attachment 4 – Current Copy of Organization's Florida Contractor's License(s)

Attachment 5 – Certification declaring that the applying Organization has not has a surety company finish work on any project within the last five (5) years.

Attachment 6 – Certification declaring that the applying Organization, in the last five (5) years has not been found by a judge, arbitrator, jury, or a nolo contendere plea to have submitted a false or fraudulent claim to a public agency

Attachment 7 – Certification declaring that the applying Organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation, pursuant to Public Contract Code section 10162

DECLARATION

1. Acknowledgement and Release. By signature and date on this page, prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual named within this document to release to the City (or City's designated representative) any and all information as that information relates, or could relate, to their ability to evaluate the background, stability and general worthiness of this bidder to perform current or future construction activities if Pre-Qualified and awarded a contract by the City.

- a. A photocopy of this page shall be deemed as valid as an original document.
- b. This Acknowledgement and Release shall remain in effect until such time as the bidder, in writing, requests that the City cease any attempt to evaluate himself/herself/themselves as potential Pre-Qualified bidder for construction work on City of Pompano Beach properties.
- c. Reserved Right. The City reserves the right, for the sole purpose of evaluating a potential Pre-Qualification candidate (bidder), to make other inquiries as permitted by law. Furthermore, the City reserves the right to reject any or all Pre-qualification applications.

AFFIDAVIT

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of Florida, that the foregoing is correct.

Dated: _____

(Signature)

PROPOSAL SIGNATURE PAGE
RFQ T-12-15, CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

STATEMENT OF NO RESPONSE

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

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

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

PROJECT TEAM FORM

RFQ NUMBER _____

Federal I.D.# _____

Is Prime Consultant a
Certified SBE firm YES__ NO_

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____

Other Key Member

EXHIBIT "A"
CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

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

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

(INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total SBE Contract Participation _____

Are documents requested submitted accordingly YES NO

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RFQ Number T-12-15

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RFQ # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

_____ Did not bid in response to the invitation

_____ Submitted a bid that was not the low responsible bid

_____ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RFQ # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

_____ Yes _____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

_____ Yes _____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

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

8.

Other comments:

Note: Please attach the unavailability letters with this report.

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RFQ # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
------------------------	-------------------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RFQ # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

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

8. Other comments: _____

Meeting Date: February 24th, 2015

Agenda Item 11

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 LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF POMPANO BEACH PROVIDING FINANCIAL ASSISTANCE FOR THE IMPROVMENTS TO SW 36TH AVENUE FROM 600 FEET NORTH OF MCNAB ROAD TO W. PALM AIRE DRIVE; PROVIDING AN EFFECTIVE DATE. (\$498,062.00 CITY SHARE)

Summary of Purpose and Why: The City has a project to build a 6 foot wide sidewalk on SW 36th Avenue. This project will connect the sidewalk at West Palm Aire Drive to North of McNab Road providing a continuous pedestrian connection. In order to facilitate access to the local grocery store, where existing right-of-way exists on the east side (from Gateway Drive to SW 10th Street), a small sidewalk will also be provided. Plans are complete. Total project estimate \$1,015,542, FDOT share \$517,480, City Share \$498,062. The project will be advertised for construction in March 2015.



Accomplishing this item supports achieving initiative "4.1. Increase pedestrian movement and safety" 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/ Alessandra Delfico Ext 4506, 4144
- (3) Expiration of contract, if applicable: June 30, 2017
- (4) Fiscal impact and source of funding: City Share \$498,062 Project 14225 account 302 7503 589 65-12

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>2-3-15</u>	<u>Approve</u>	<u>Alessandra Delfico</u>
Public Works	<u>2/5/15</u>	<u>APPROVE</u>	<u>Robert A. McCaughan</u>
Finance	<u>2/9/15</u>	<u>Approve</u>	<u>B. Subble</u>
Budget	<u>2-12-15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>2/9/15</u>	<u>[Signature]</u>	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-501
January 29, 2015

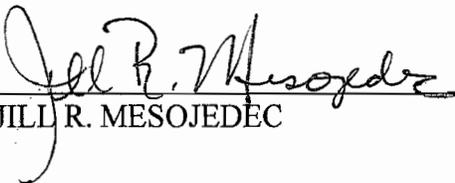
TO: Alessandra Delfico, P.E., City Engineer
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney 
RE: Resolutions – Local Agency Program Agreements

Pursuant to your memorandum dated January 27, 2015, Engineering Department Memorandum No. 15-68, I have prepared and attached the following forms 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 LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF POMPANO BEACH PROVIDING FINANCIAL ASSISTANCE FOR THE IMPROVEMENTS TO SW 36TH AVENUE FROM 600 FEET NORTH OF MCNAB ROAD TO W. PALM AIRE DRIVE; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF POMPANO BEACH PROVIDING FINANCIAL ASSISTANCE FOR THE IMPROVEMENTS TO DR. MARTIN LUTHER KING, JR. BOULEVARD FROM THE FLORIDA TURNPIKE TO POWERLINE ROAD (SR 845); PROVIDING AN EFFECTIVE DATE.

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



JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-501

Attachments

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF POMPANO BEACH PROVIDING FINANCIAL ASSISTANCE FOR THE IMPROVEMENTS TO SW 36TH AVENUE FROM 600 FEET NORTH OF MCNAB ROAD TO W. PALM AIRE DRIVE; 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 State of Florida Department of Transportation and the City of Pompano Beach providing financial assistance for the improvements to SW 36th Avenue from 600 feet north of McNab Road to W. Palm Aire Drive, 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 State of Florida Department of Transportation and the City of Pompano Beach.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>431715-1-58/68-01</u>	Fund: <u>TALT/TALU</u>	FLAIR Approp: _____
Federal No: <u>8886-488-A</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>86</u>	Contract No: _____	Vendor No: <u>F596000411</u>
Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: <u>080181167</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and THE CITY OF POMPANO BEACH hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in SW 36TH AVENUE FROM 600' N OF MCNAB ROAD TO W PALM AIRE DRIVE and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "Project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A, B, and 1 are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the Project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of the Project.

Inactivity and Removal of Any Unbilled Funds

Once the Department issues a Notice to Proceed (NTP) for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department for all work completed for the Project no less frequently than on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly (or more frequently than quarterly) invoices to the Department as required herein and in the event said failure to timely submit invoices to the Department results in FHWA removing any unbilled funding or in the loss of State appropriation authority (which may include the loss of state and Federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State

appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects.

Removal of All Funds

If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the Project on or before June 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal Highway Administration (FHWA) may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

3.00 Project Cost:

3.01 Total Cost: The total cost of the Project is \$ 1,015,542.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate in the Project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

- a. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- b. Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d. Department approval of the Project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed (NTP) from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records of the Agency and all subcontractors performing work on the Project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

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

5.04 Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- b. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:
 1. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit 1** to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 2. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
 3. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than

nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

4. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
5. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.
6. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
7. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

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5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes) unless the records are exempt.

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

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

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

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

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

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

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the Project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all Projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the

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expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

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

9.00 Contracts of Agency:

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

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section

287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

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

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

11.01 Performance Evaluation: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's Responsible Charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

11.02 Performance Evaluation Ratings: Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

11.03 Delegation of Authority: The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

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

12.02 Title VI – Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

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

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any

such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

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

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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

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

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

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

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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13.09 Agency Certification: The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

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

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

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

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

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

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

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 30 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3) (b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

13.16 E- VERIFY

The Agency:

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

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

~~AGENCY CITY OF POMPANO BEACH~~

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

~~By: _____
Name:
Title:~~

By: _____
Name: Gerry O' Reilly
Title: Director of Transportation Development

~~Attest: _____
Title:~~

Attest: _____
Title:

~~Legal Review:~~

See attached Encumbrance Form for date of funding approval by Comptroller.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 431715-1-58/68-01

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

Dated _____

PROJECT LOCATION: SW 36th Avenue

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION: Sidewalk from 600' N of McNab Road to W Palm Aire Drive

SPECIAL CONSIDERATIONS BY AGENCY:

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

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A. (Phase 18 and 28 LAP Agreements)
- b) Design to be completed by N/A. (Phase 38 LAP Agreements)
- c) Right-of-Way requirements identified and provided to the Department by N/A (All LAPS requiring R/W) (District will handle all Right of Way activities on LAPS, the date would be set by the necessary timeframe to complete R/W activities.
- d) Right-of-Way to be certified prior to advertising for Construction. (All Phase 58 LAPS)
- e) Construction contract to be let by 7/3/15. (For Phase 58 LAPS). (This date would be prior to the end of the fiscal year that the Phase 58 is programmed in FM)
- f) Construction to be completed by 6/30/17. (Phase 58 LAP Agreements)

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

This Project is for reimbursement of **Construction and CEI** in the year 2014/2015 in the amount of **\$517,480.00**. Upon execution of this agreement by all parties the Department will provide the Agency ONE **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction prior to the **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency will only be reimbursed for costs incurred after the executed agreement date and prior to the agreement or time extension (if required by a request for a time extension from the Agency) date and fiscal year funding availability.

Upon completion of the Project, the Agency is required to notify the Department of the date of completion and final invoicing. The Department may require an onsite inspection with the Agency.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
 PRODUCTION SUPPORT
 09/11
 Page 1

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060	FPN: 431715-1-58/68-01
--	------------------------

PROJECT DESCRIPTION

Name: SW 36th Avenue Length: 0.454 Miles
 Termini: 600' N of McNab Road to W Palm Aire Drive

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning FY: _____ FY: _____ FY: _____ Total Planning Cost	_____	_____	_____
Project Development & Environment (PD&E) FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____	_____	_____
Design FY: _____ FY: _____ FY: _____ Total Design Cost	_____	_____	_____
Right-of-Way FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____	_____	_____
Construction FY: 2014-2015 TALT FY: 2014-2015 TALU FY: 2014-2015 LF FY: _____ Total Construction Cost	\$181,424.00 \$285,076.00 \$498,062.00 \$964,562.00	_____ _____ \$498,062.00 \$498,062.00	_____ \$181,424.00 \$285,076.00 _____ \$466,500.00
Construction Engineering and Inspection (CEI) FY: 2014-2015 TALT FY: _____ FY: _____ Total CEI Cost	\$50,980.00 _____ _____ \$50,980.00	\$0.00 _____ _____ \$0.00	_____ \$50,980.00 _____ \$50,980.00
Total Construction and CEI Costs	\$1,015,542.00	\$498,062.00	\$517,480.00
TOTAL COST OF THE PROJECT	\$1,015,542.00	\$498,062.00	\$517,480.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
SPECIFICATIONS AND ESTIMATES
1/15
Page 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: \$517480.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL-AID PROJECT FUNDING REQUEST

525-010-30
 CONSTRUCTION
 08/00
 Page 1 of 2

DATE _____

AGENCY City of Pompano Beach

FEDERAL-AID PROJECT NUMBER 8886-488-A

FIN NUMBER 431715-1-58/68-01

STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE SW 36th Avenue

Termini 1: 600' N of McNab Road to W Palm Aire Drive Length: 0.454 Miles

WORK PHASE: PLANNING ENVIRONMENTAL DESIGN CONSTRUCTION RIGHT OF WAY

AWARD TYPE: LOCAL LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on: _____ and reevaluated on: _____

EA /FONSI approved on: _____ and reevaluated on: _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on: 12/1/14

Type I Categorical Exclusion determination on: _____

Type II Categorical Exclusion determination on: _____

Categorical Exclusion Reevaluation on: _____

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING						
PD&E						
DESIGN						
CONST.	\$964,562.00	\$498,062.00	\$0.00	\$466,500.00	48	
CEI	\$50,980.00	\$0.00	\$0.00	\$50,980.00	100	
TOTAL	\$1,015,542.00	\$498,062.00	\$0.00	\$517,480.00	51	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: 48' Number of Lanes 4

Bridge Number(s) on Project N/A

DESCRIPTION OF PROPOSED WORK New Construction 3-R Enhancement Congestion Mitigation
 Sidewalk

Roadway Width 48' Number of Lanes 4

Bridge Numbers(s) on Project N/A

LOCAL AGENCY CONTACT PERSON

Alessandra Delfico

TITLE:

City Engineer

MAILING ADDRESS:

100 West Atlantic Boulevard
 Pompano Beach, FL 33060

PHONE:

954-786-4144

AGENCY

City of Pompano Beach

ZIP CODE:

33060

LOCATION AND DESIGN APPROVAL:

BY: _____
 Approving Authority

TITLE: _____ DATE: _____

AGENCY: City of Pompano Beach	PROJECT TITLE: SW 36 th Avenue from 600' N of McNab Road to W Palm Aire Drive	DATE:
----------------------------------	---	-------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:
An Environmental Determination was completed and approved for the Project.

RIGHT OF WAY AND RELOCATION:
Right of way acquisition is not required for the Project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: City of Pompano Beach

DATE: _____

By: _____
(Mayor / Chairman)

Meeting Date: February 24, 2015

Agenda Item 12

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DOCKING AREA AGREEMENT (SINGLE EXTENSION) AMONG SANTA BARBARA ARMS LLC, SANTA BARBARA ARMS LLC, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE. (NO COST)

Summary of Purpose and Why: Santa Barbara Arms has acquired 811 and 831 SE 22nd Avenue. The previous owners of these properties had entered into docking area agreements and the new owners would like to continue these agreements.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Property owner
- (2) Primary staff contact: Robert McCaughan, Alessandra Delfico PE Ext. 4097, 4144
- (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
Engineering	<u>2-5-15</u>	Approve	<u>Alessandra Delfico</u>
Public Works	<u>2-6/15</u>	Approve	<u>Robert McCaughan</u>
City Attorney	<u>2/10/15</u>	<u>—</u>	<u>Robert Blum</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-592

February 4, 2015

TO: Alessandra Delfico, P.E., City Engineer
FROM: Gordon B. Linn, City Attorney
RE: Docking Agreement (Single Extension) – Santa Barbara Arms LLC

Pursuant to your memorandum dated February 3, 2015, Engineering Department Memorandum No. 15-597, 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 A DOCKING AGREEMENT (SINGLE EXTENSION) AMONG SANTA BARBARA ARMS LLC, SANTA BARBARA ARMS LLC, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

/jrm
l:cor/engr/2015-592

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 DOCKING AGREEMENT (SINGLE EXTENSION) AMONG SANTA BARBARA ARMS LLC, SANTA BARBARA ARMS LLC, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Docking Agreement (Single Extension) among Santa Barbara Arms LLC, Santa Barbara Arms LLC, and the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement among Santa Barbara Arms LLC, Santa Barbara Arms LLC, and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

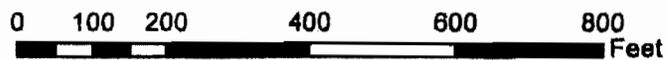
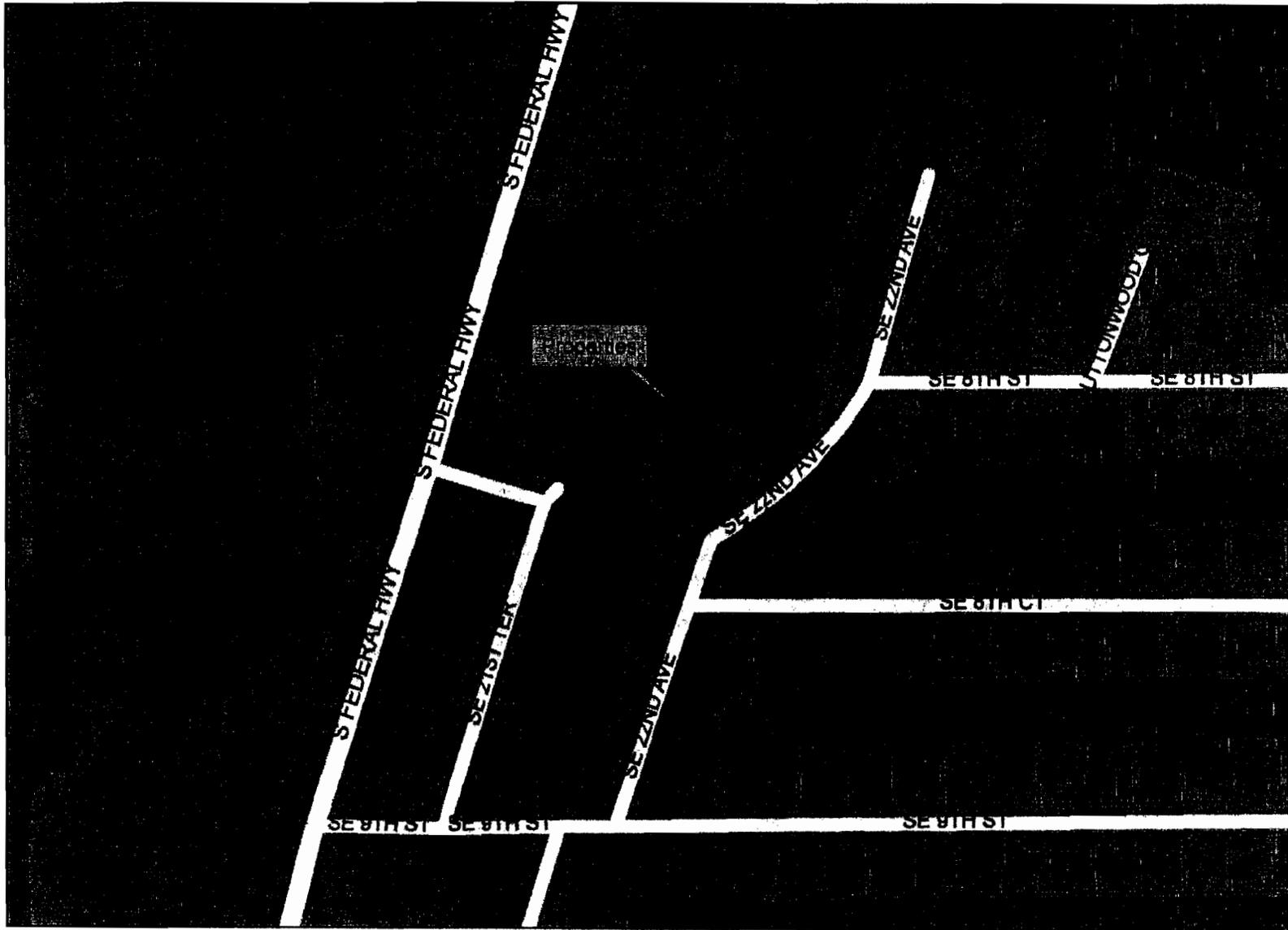
PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Docking Agreement



Printed: 3/27/2014
Document Path: V:\directories\arogisEngineering\Infrastructure.mxd

This product has been compiled from various source data from the City of Pompano Beach. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting there from.

**DOCKING AGREEMENT
(Single Extension)**

THIS IS AN AGREEMENT by and between Santa Barbara Arms LLC and whose address is 20 Avon Meadow Lane, Suite 120, Avon, CT (hereinafter 'OWNER A'), Santa Barbara Arms LLC whose address is 20 Avon Meadow Lane, Suite 120, Avon, CT (hereinafter 'OWNER B') , and the CITY OF POMPANO BEACH, (hereinafter 'CITY') a municipal corporation of the State of Florida located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

WHEREAS, OWNER A desires to construct or has constructed a dock within five feet of the extended property line adjacent to their property legally described as follows:

See Exhibit "A" attached hereto

WHEREAS, the construction of docks within five feet of the extended property line allows adjacent property owner to physically connect their docks to form a contiguous horizontal surface; and

WHEREAS OWNER A, OWNER B, and CITY have reached an agreement regarding OWNER A extending OWNER A's dock within five feet of the extended property line and desire to memorialize the agreement; and

IN CONSIDERATION of the mutual promises, terms and conditions contained herein, OWNER A, OWNER B, and CITY agree as follows.

1. CITY is a party to this Agreement for the sole purpose of ensuring compliance with Section 151.03, "Structures in Waterway" of the Pompano Beach Code of Ordinances. As such, this Agreement is made on the

express condition that OWNER A and OWNER B agrees that CITY shall be held harmless and free from all claims for damages for injury or death to any person or property damage of any kind that occurs in connection with this Agreement. Further, OWNER A shall indemnify CITY, its agents and employees against all liability, including legal and attorney's fees, resulting from any injury, death or damage described in this paragraph.

2. This Agreement shall be approved by the Office of the City Attorney for legal content and shall be of no effect until it is properly executed by all parties and recorded along with a copy of the approved plans in the Public Records of Broward County, Florida. CITY assumes no responsibility for recording and must be provided a copy of the Agreement showing the recording information prior to permit issuance.

3. OWNER A and OWNER B are individually and jointly responsible for compliance with all applicable federal, state and local regulations pertaining to the construction, maintenance and use of the docking facilities to the extent that the dock may result in other existing improvements being rendered non-compliant such as may be the case with enforcement of the Residential Swimming Pool Safety Act, Chapter 515, Florida Statutes, and Florida Building Code Section 424.2.

4. The parties have reviewed and approved the proposed construction plans for placement of a dock within five feet of the extended property line, a copy of which are attached hereto and made a part hereof as "Exhibit B," and OWNER B and OWNER A each grant unto the other the full right to erect, maintain and keep such structure.

5. Upon conveyance of the property of either or both OWNER A and OWNER B, this Docking Agreement shall become null and void and a new agreement between the parties shall be required. Application for the new agreement with the CITY must be made by the affected abutting property owners within 30 days of the conveyance of either abutting property.

If the affected abutting property owners do not timely apply to CITY for a new Docking Agreement within

30 days of the conveyance of either abutting property or one or both of the abutting property owners does not want to continue the extended docking facility, the portion of the dock structure that extends within five feet of the extended property line shall be removed within 30 days of the aforesaid conveyance in accordance with all applicable regulations and all cost, liability and responsibility associated with said removal shall be borne solely by the property owner that was a party to the former Docking Agreement.

6. No boat lifts shall be erected within five feet of the extended property line.

7. No vessels may be docked within the five feet of the extended property line.

8. The width of the canal, river, basin or waterway along which the structure is erected must have a minimum width of 50 feet.

9. Fire suppression systems shall be installed as required by applicable CITY, County, State of Florida and Federal law requirements. Fire suppression systems shall be shown on plans and maintained in full working order at all times.

10. This Agreement may be terminated by CITY for good cause, including, but not limited to, a change in the CITY's Code of Ordinances; upon conveyance of either of the subject abutting properties; the failure of OWNER A to continuously maintain their dock, seawall and other related improvements in good repair; and/or the failure of either or both OWNER A and OWNER B to comply with this Agreement

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, 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

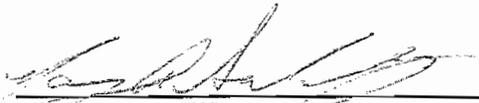
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

'OWNER B':

Witnesses:

SANTA BARBARA ARMS LLC
By: Santa Barbara Arms Manager LLC



Witness 1 Signature

By: 

Hagan Brown, Manager

Print Name: Nancy A. Salisbury



Witness 2 Signature

Print Name: Elizabeth Telles

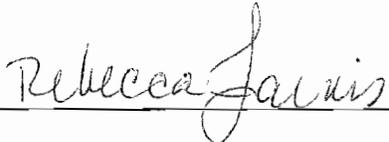
DATED: January 29, 2015

STATE OF CONNECTICUT)

) ss. Avon

COUNTY OF HARTFORD)

On this the 29 day of January, 2015, before me, the undersigned officer, personally appeared Hagan Brown, who acknowledged himself to be the Manager of Santa Barbara Arms Manager LLC, a Delaware limited liability company, the Manager of Santa Barbara Arms LLC, a Delaware limited liability company, and that he, as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.



Notary Public
My Commission Expires: 1/31/18



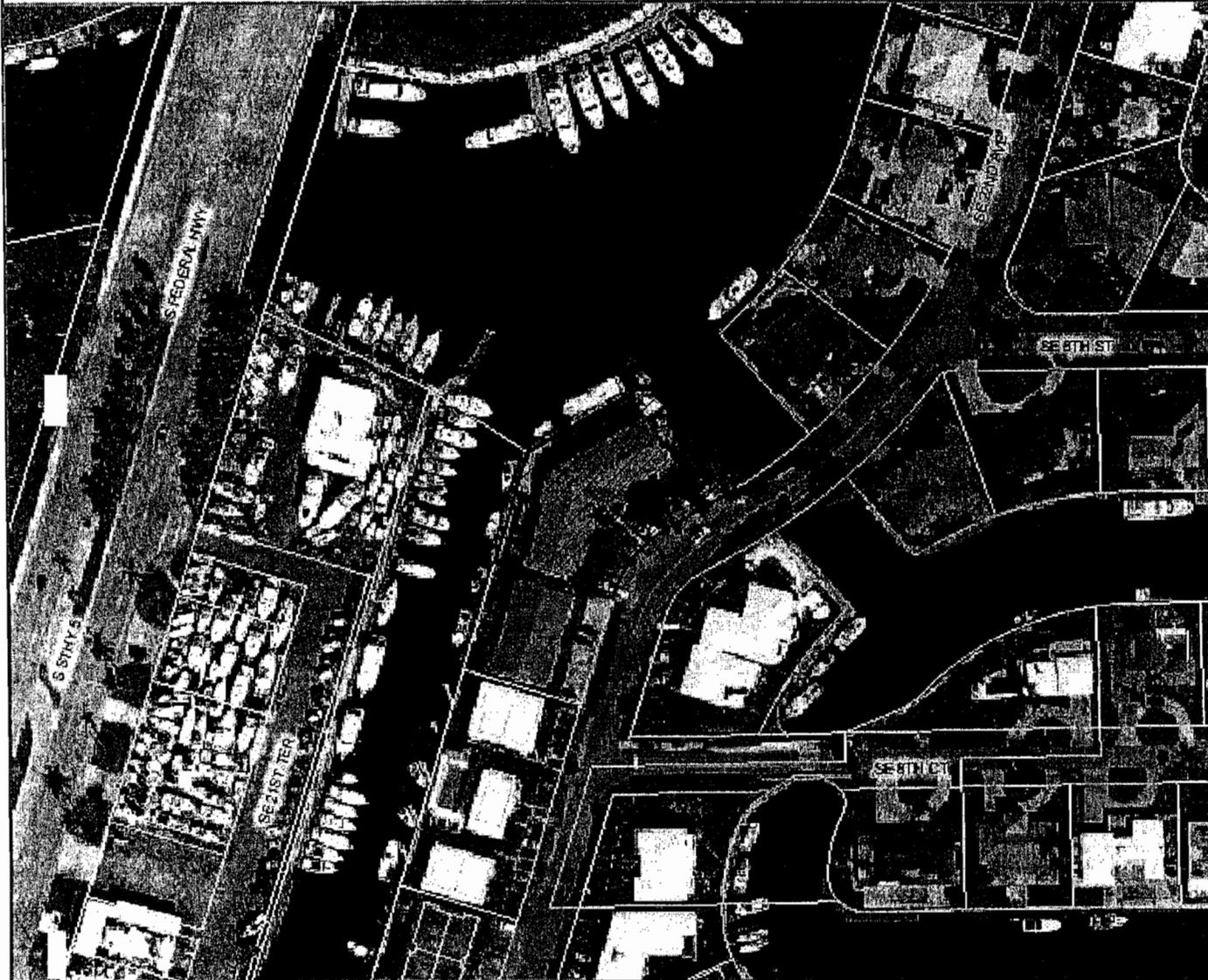
- Streets
- Parcels
- Aerials (2014)
- County Boundary

Property "A":
811 SE 22nd AVE.

Map

0  34 ft

LORI PARRISH
BROWARD COUNTY
PROPERTY APPRAISER



- Streets
- Parcels
- Aerials (2014)
- County Boundary

Property "B":
831 SE 22nd AVE.

Map

0 66 ft

EXHIBIT "A"

Property "A":

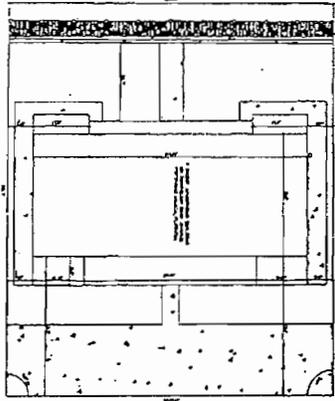
811 SE 22nd Avenue, Pompano Beach, Florida 33062, known as Santa Barbara Arms
More particularly described as: Lot 4 of Block 1, Santa Barbara Shores, according to the initial plat thereof,
recorded in Plat Book 33, Page 21, of the Public Records of Broward County, Florida

Property "B":

831 SE 22nd Avenue, Pompano Beach, Florida 33062, known as Santa Barbara Arms
More particularly described as: Lots 5 and 6 of Block 1, Santa Barbara Shores, according to the initial plat thereof,
recorded in Plat Book 33, Page 21, of the Public Records of Broward County, Florida

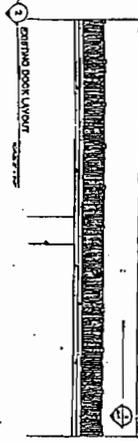
EXHIBIT "B"

REPAIRS TO EXISTING DOOR

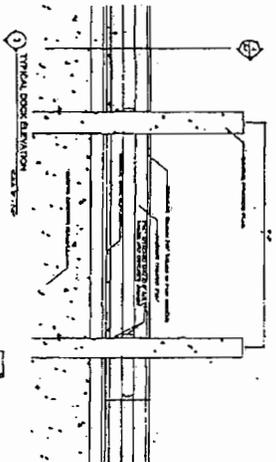


1. STRUCTURAL LAYOUT

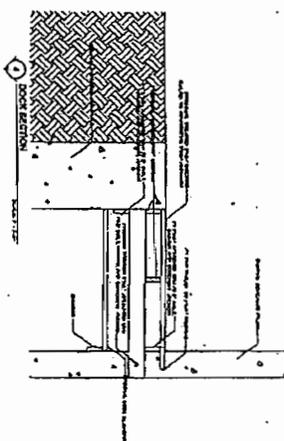
NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
5. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
6. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
7. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
8. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
9. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.
10. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE LOCAL AUTHORITY.



2. EXISTING DOOR ELEVATION



3. TYPICAL DOOR ELEVATION



4. DOOR ELEVATION

REPAIRS TO EXISTING DOOR
831 SOUTHEAST 22ND AVENUE
POMPAHO BEACH, FLORIDA

HILLMAN ENGINEERING INC.
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA

DATE: 10/15/2010
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

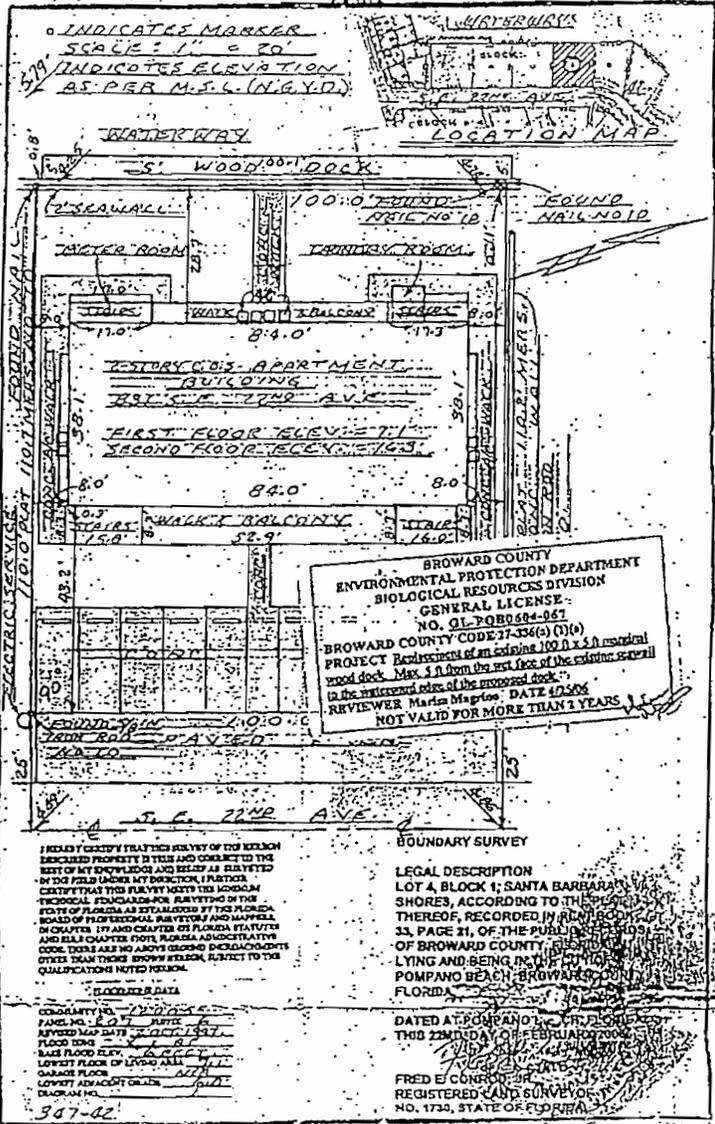
1-1

PHONE (407) 754-1660
 FAX (407) 754-0111
FRED CONROD

432 SOUTH OYSTER ROAD
 POMPANO BEACH, FL 33060
LAND SURVEYORS

LOTTI-ACRAGE-RESIDENTIAL
 FLOOD INSURANCE SURVEYS

CORR. SURVEYS-CONDO DOCUMENTS
 MORTGAGE & TITLE SURVEYS



BROWARD COUNTY
 ENVIRONMENTAL PROTECTION DEPARTMENT
 BIOLOGICAL RESOURCES DIVISION
 GENERAL LICENSE
 NO. GL-P080684-061
 BROWARD COUNTY CODE 27-336(5) (1)(a)
 PROJECT Reassessment of an existing 100 ft x 5 ft residential
 wood dock. Max. 5 ft from the rest floor of the existing second
 to the waterward edge of the proposed dock.
 REVIEWER: Martin M. ... DATE: 4/25/06
 NOT VALID FOR MORE THAN 1 YEAR

I HEREBY CERTIFY THAT THIS SURVEY OF THE HEREIN
 ENCLOSED PROPERTY IS TRUE AND CORRECT TO THE
 BEST OF MY KNOWLEDGE AND BELIEF AS EXPRessed
 IN THE FIELD UNDER MY DIRECTION, I FURTHER
 CERTIFY THAT THIS SURVEY MEETS THE MODERN
 TECHNICAL STANDARDS FOR SURVEYING OF THE
 STATE OF FLORIDA AS ESTABLISHED BY THE FLORIDA
 BOARD OF PROFESSIONAL SURVEYORS AND MAPPLERS
 IN CHAPTER 171 AND CHAPTER 608, FLORIDA STATUTES
 AND EARLY CHAPTER 608, FLORIDA ADMINISTRATIVE
 CODE. THERE ARE NO KNOWN OR UNKNOWN ENCUMBRANCES
 OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE
 QUALIFICATIONS NOTED HEREON.

BOUNDARY SURVEY

LEGAL DESCRIPTION
 LOT 4, BLOCK 1, SANTA BARBARA
 SHORES, ACCORDING TO THE
 THEREOF, RECORDED IN PLAT BOOK
 33, PAGE 21, OF THE PUBLIC RECORDS
 OF BROWARD COUNTY, FLORIDA,
 LYING AND BEING IN THE CITY OF
 POMPANO BEACH, BROWARD COUNTY,
 FLORIDA.

CONDOMINIUM DATA

CONDOMINIUM NO.	12345
PANEL NO.	R-07
APPROVED MAP DATE	1/15/06
FLOOD ZONE	AE
BASE FLOOD ELEV.	10.00
LOWEST FLOOR OF SECOND	10.00
GARAGE FLOOR	10.00
LOWEST ADJACENT GRADE	10.00
DRAWING NO.	307-02

DATED AT POMPANO BEACH, FLORIDA
 THIS 22ND DAY OF FEBRUARY 2006
 FRED E. CONROD
 REGISTERED LAND SURVEYOR
 NO. 1734, STATE OF FLORIDA

REQUESTED COMMISSION ACTION:

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

SHORT TITLE A Resolution of the City of Pompano Beach, Florida indicating the official intent of the City to cause to be issued Certificates of Participation, Series 2015 evidencing undivided proportionate interests of the owners thereof in basic rent payments to be made by the City, as Lessee, pursuant to a Lease-Purchase Agreement with the Pompano Beach Finance Corporation, as Lessor, to finance certain costs of acquisition, construction, equipping and installation of a public parking garage and various related public improvements within the City and to cause a portion of the proceeds of such Certificates of Participation to be applied to reimburse expenditures paid or incurred prior to the date of issuance thereof; and providing for an effective date.

Summary of Purpose and Why:

On September 23, 2014 the City Commission approved a contract with Kaufman Lynn Construction, Inc. for design services for the beach parking garage in the amount of \$1,213,573.10 (the "Project"). The source of funding approved was for the costs to be reimbursed from proceeds derived from the City seeking external financing for the Project. The purpose of this resolution is for the City Commission to officially authorize via the passage of a "Reimbursement Resolution" (required per Internal Revenue Service Regulations) a portion of the proceeds to be derived from the planned financing to be applied to reimburse expenditures paid or incurred prior to the date of the issuance, namely design costs.

The approval of this resolution does not authorize nor approve any external financing for the Project. All financing documents for the planned financing for the Project will be brought before the City Commission for formal approval in March & April 2015. The passage of this reimbursement resolution has no effect should the City Commission elect not to approve the planned Project financing structure.

Discussion of the Pompano Beach Finance Corporation will take place at a Special Meeting to be held on February 24, 2015 at 5:30 p.m. in Commission Chambers. See Attached Finance Dept. Memo #15-35



Accomplishing this item supports achievement of Initiative 9.1, *Expand & Enhance Parking Facilities in the City.*

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: NA
- (4) Fiscal impact and source of funding: NA

DEPARTMENTAL
COORDINATION

Finance
City Attorney
Budget

DATE

2/9/15
2/10/15
2-12-15

DEPARTMENTAL
RECOMMENDATION

Approval
Approval

DEPARTMENTAL HEAD SIGNATURE

J. Libble
[Signature]
[Signature]

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



FINANCE DEPARTMENT
MEMO 15-35

Date: February 4, 2015

To: Board of Directors of the Pompano Beach Finance Corporation

From: Suzette Sibley, Treasurer 

Via: Dennis Beach, City Manager 

**Re: CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT),
SERIES 2015 & THE POMPANO BEACH FINANCE CORPORATION**

Introduction

The City's Finance Team has determined that the most viable and cost effective means of financing the design and construction of the Pier Parking Garage and Pier Street east of A1A is through the issuance of Certificates of Participation (COPs). Revenue bonds are another financing mechanism for financing these types of projects. However, given the City's charter restrictions mandating a voter referendum for a covenant to budget and appropriate debt service requirement governing a revenue bond debt issue, the Finance team determined that this route was not feasible given the timeline within which the financing for the project needed to be accomplished, among other factors. More importantly, given the infancy of the City's parking system, the correlation of the timing for the pier development site to come online (i.e. restaurants, shops etc.) and that development's impact on parking revenue generation for the project to be financed, it was determined that it may not be possible for the City to meet certain annual debt service coverage requirements in the early stages of debt being outstanding. It is typical for revenue bonds, whereby a particular revenue stream is pledged as security for repayment of said bonds, to require minimum annual debt service coverage (net revenues for the system/annual debt service payment). Even if the City could ultimately market revenue bonds with a lower debt service coverage requirement, it would most likely impact the rating assigned the bonds by rating agencies such as Fitch, Moody's or Standard & Poor's, which would result in a higher cost of borrowing for the City.

Under the COPs financing mechanism, the City will lease-purchase finance a new parking garage and related facilities (collectively, the "Project") through the issuance of Certificates of Participation (Parking Garage Project), Series 2015 (the "Certificates"). The Certificates represent undivided proportionate interests in lease payments to be made each year by the City

pursuant to a lease-purchase agreement (the "Lease Agreement") between the City, as lessee, and the Pompano Beach Finance Corporation, a not for profit Florida corporation formed by the City (the "Corporation"), as lessor. The lease payments, and consequently, the payments due with respect to the Certificates, will not constitute indebtedness of the City. Rather, the Certificates will be payable solely from legally available revenues of the City budgeted and appropriated each year by the City to make lease payments under the Lease Agreement. The Certificates will be issued pursuant to a Trust Agreement among the City, the Corporation and an institutional trustee (the "Trustee"). The Certificates will be sold by the City to RBC Capital Markets, LLC, the underwriter selected by the City in connection with this transaction, which will, in turn, sell the Certificates to the public.

The Corporation

The Corporation was formed solely for the purpose of facilitating lease purchase arrangements such as the financing of the Project. The sole member of the Corporation is the City. The sole members of the Board of Directors of the Corporation are, ex-officio, the members of the City Commission of the City from time to time. The Mayor serves as the President of the Corporation, the Vice-Mayor serves as the Vice-President of the Corporation, the Finance Director serves as the Treasurer of the Corporation and the City Clerk serves as the Secretary of the Corporation. As noted below, the Corporation will only have a nominal role in the financing. It will be required to have an annual meeting to elect Board members and officers. In addition, the Corporation, by resolution, will be required to approve the various documents to which it will be a party in connection with the lease-purchase financing of the Project. The administrative costs associated with the Corporation are expected to be nominal.

Basic Financing Structure

The City owns the site within the City on which the Project will be located (the "Site"). Pursuant to a written ground lease agreement, the City will enter into a long term ground lease of the Site to the Corporation (with an initial term that will be the same as the final maturity of the Certificates--approximately 25 years). Until an event of default or non-appropriation occurs under the Lease Agreement, the annual ground lease rental will be \$1.00. At all times, title to the Site will remain with the City, subject to the leasehold interest of the Corporation.

The Project will be constructed by the City on the Site. The City will lease back the Site and the Project from the Corporation pursuant to the Lease Agreement. The Corporation will assign all of its rights and obligations under the Ground Lease and Lease Agreement to the Trustee, other than certain retained rights. Accordingly, the Corporation will have only a nominal role in the financing.

Funds for the acquisition, construction, and installation of the Project will be provided through the issuance and sale of the Certificates. The Lease Agreement will have an initial lease term that will commence on the date the Certificates are issued and end on September 30, 2015. Thereafter, subject to the right of the City to enact a budget which does not appropriate sufficient funds to make the lease payments coming due in the next fiscal year, the Lease Agreement will have successive one-year terms.

The maximum term of the Lease Agreement will be the same as the final maturity of the Certificates (approximately 25 years). If an event of non-appropriation occurs, the City must peaceably vacate and return possession of the Site and the Project to the Corporation, or its assignee or designee, no later than the end of the then current lease term. Thereafter, the Corporation, through the Trustee, may exercise remedies with respect to the Project, including attempting to re-let the Site and the Project to a third party for the remaining term of the Ground Lease, which will automatically be extended for an additional ten-year period following the scheduled maturity date of the Certificates.

Annual Appropriation

The financing documents will provide that under no circumstances will the failure of the City to appropriate sufficient moneys to pay lease payments constitute a default under the Lease Agreement or require payment of a penalty, or in any way limit the right of the City to purchase or utilize, buildings, facilities or equipment similar in function to the property leased under the Lease Agreement. However, the failure of the City to appropriate each year for such payments will result in the City's having to vacate the Project for the remaining term of the Ground Lease, which will be for at least ten years after the final maturity of the Certificates. In addition, upon such an event of non-appropriation, the City may have difficulty in accessing capital markets to obtain bond financing for its other projects. In this respect, even though COPs are not legally considered debt, for all practical purposes, the City should treat the required lease payments as such so as not to impede the City's credit standing in the marketplace.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF POMPANO BEACH, FLORIDA INDICATING THE OFFICIAL INTENT OF THE CITY TO CAUSE TO BE ISSUED CERTIFICATES OF PARTICIPATION, SERIES 2015 EVIDENCING UNDIVIDED PROPORTIONATE INTERESTS OF THE OWNERS THEREOF IN BASIC RENT PAYMENTS TO BE MADE BY THE CITY, AS LESSEE, PURSUANT TO A LEASE-PURCHASE AGREEMENT WITH THE POMPANO BEACH FINANCE CORPORATION, AS LESSOR, TO FINANCE CERTAIN COSTS OF ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF A PUBLIC PARKING GARAGE AND VARIOUS RELATED PUBLIC IMPROVEMENTS WITHIN THE CITY AND TO CAUSE A PORTION OF THE PROCEEDS OF SUCH CERTIFICATES OF PARTICIPATION TO BE APPLIED TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, Florida (the "City") intends to cause to be issued Certificates of Participation, Series 2015 (the "Certificates") evidencing undivided proportionate interests of the owners thereof in basic rent payments to be made by the City, as lessee, pursuant to a lease-purchase agreement with the Pompano Beach Finance Corporation, as lessor, to finance certain costs of acquisition, construction, equipping and installation of a public parking garage and various related public improvements within the City (the "Project");

WHEREAS, a portion of the costs of the Project may be paid or incurred before the Certificates are issued in anticipation of the reimbursement of such expenditures from proceeds of the Certificates;

WHEREAS, it is anticipated that the Certificates will be issued as taxable, rather than tax-exempt obligations; and

WHEREAS, the City desires to officially declare its intent to use proceeds of the Certificates to reimburse expenditures paid with respect to the Project prior to issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO, FLORIDA that:

SECTION 1. The City intends to issue the Certificates in an amount, at a minimum, that is necessary to finance the costs of the Project, including the reimbursement of Project costs paid before the issuance of such Certificates. Notwithstanding anything to the contrary herein, the City may elect to issue the Certificates, all or in part, as tax-exempt obligations. Nothing herein shall be deemed to require the City to apply the proceeds thereof to reimburse expenditures relating to the Project.

SECTION 2. The maximum principal amount of the Certificates expected to be issued to finance the Project is \$ 20,500,000.

SECTION 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this ___ day of ___, 20___.

CITY OF POMPANO BEACH,
FLORIDA

[SEAL]

Lamar Fisher, Mayor

ATTEST:

Asceleta Hammond
City Clerk

original 22

RESOLUTION NO. 2014- 338

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 KAUFMAN LYNN CONSTRUCTION, INC. FOR DESIGN SERVICES FOR THE BEACH PARKING GARAGE; 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 Kaufman Lynn Construction, Inc. for design services for the beach parking garage, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

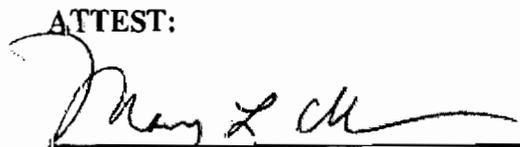
SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Kaufman Lynn Construction.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of September, 2014.



LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation
		X		
SHORT TITLE				
<u>A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO</u> <u>BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY</u> <u>OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO</u> <u>BEACH AND KAUFMAN LYNN CONSTRUCTION, INC. FOR DESIGN SERVICES FOR THE</u> <u>BEACH PARKING GARAGE; PROVIDING AN EFFECTIVE DATE.</u>				

Summary of Purpose and Why:

The City issued a design build solicitation early this year to deliver a new parking garage at the Pier, on the northwest corner of the existing surface parking lot. On June 24 the Commission approved the ranking and directed staff to negotiate a contract with the highest ranked firm, Kaufman Lynn Construction, Inc. The Owner's Representative, Lansing Melbourne Group, has led the negotiations, assisted by City's outside counsel, Peter Brandt, for the Design-Build Agreement specifically designed for projects which anticipate a Guaranteed Maximum Price. The requested action authorizes the first step, which requests sufficient budget to obtain 100% complete design documents, proceed through a public review and approval process (entitlements), obtain permits, and develop a final price. The design-builder is then required to deliver a Guaranteed Maximum Price that reflects the final construction documents, which will be subject to review and approval by the Commission. The Step 1 contract amount recommended for approval is \$1,213,573.10. This action only approves the Step 1 amount.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Dennis Beach, City Manager/ Adriane Esteban, CRA Ext. 7841
Project Manager
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$1,213,573.10 ; Outside Consulting/Design 472-7549-545-6503; CIP 15271 - To be reimbursed from debt proceeds.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
CRA	9/17/14	Approval	<i>Chris Brown</i>
City Attorney	9/17/14	Approval	<i>[Signature]</i>
Finance	9/16/14	Approval	<i>[Signature]</i>
Public Works	9/16/14	APPROVE	<i>Robert Mc Caughy</i>
Development Svcs.	9/17/14	See memo #14-414	<i>[Signature]</i>
Budget	9/17/14	Approve	<i>[Signature]</i>

[Signature]
 X City Manager

[Signature]
 Dennis W. Beach

ACTION TAKEN BY COMMISSION:

Ordinance Results:	Resolution Results:	Consideration Results:
_____	_____	_____
_____	_____	_____

Meeting Date: February 24, 2015

Agenda Item 14

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBORDINATION AGREEMENT AMONG BANKUNITED, N.A., AD GRAPHICS, INCORPORATED, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE. (CDBG Funds-\$50,000)

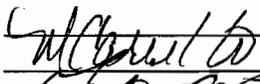
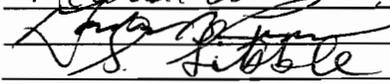
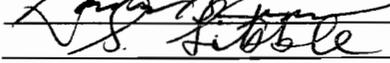
Summary of Purpose and Why:

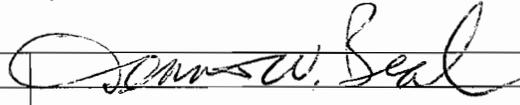
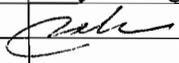
Ad Graphics, Incorporated ("Ad Graphics") received a \$50,000 CDBG Revolving Loan Fund ("RLF") loan on December 13, 2012. Payments since then have been timely; the loan's remaining balance is approximately \$30,933.

When RLF loans are made, borrowers pledge collateral. At the time of the loan, the City's lien on the company's assets was secondary to Wells Fargo's. Ad Graphics is refinancing the Wells Fargo loan through Bank United, so that the City will move from second to first position on all company assets except for the two pieces of equipment listed in the attached UCC Subordination Agreement, securing a loan of approximately \$200,000. Bank United's interest in all other assets will be second in line behind the City's. The net value of the remaining assets is estimated to be \$486,266. The City is further secured by a personal guaranty from each of the company's owners.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Mark Korman, Program Compliance Manager Ext. 4656
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CDBG Revolving Loan funds in the amount of \$50,000

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	<u>2/11/15</u>	<u>Approval</u>	
City Attorney	<u>2/12/15</u>	<u>approval</u>	
Finance	<u>2/11/15</u>	<u>approval</u>	

<input checked="" type="checkbox"/> City Manager	
	

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUBORDINATION AGREEMENT AMONG BANKUNITED, N.A., AD GRAPHICS, INCORPORATED, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement among BankUnited, N.A., Ad Graphics, Incorporated, and the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement among BankUnited, N.A., Ad Graphics, Incorporated, and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



City Attorney's Communication #2015-543

February 5, 2015

TO: Mark Korman, Program Compliance Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Subordination Agreement / Ad Graphics, Incorporated

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 SUBORDINATION AGREEMENT AMONG BANKUNITED, N.A., AD GRAPHICS, INCORPORATED, AND THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

I am also attaching the original Subordination Agreement under cover of this memorandum. Prior to submitting the resolution to the City Commission, please confirm that "Borrower's" proper corporate name is **Ad Graphics, Incorporated**. If so, please have the agreement revised to reflect the correct name on the first page and signature page of the agreement.



GORDON B. LINN

GBL/jrm
L:cor/comdev/2015-543

Attachments

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the ___ day of ___, 2015, by and between **Ad Graphics, Incorporated** (hereafter referred to as "BORROWER"), **BankUnited, N.A.**, (hereafter referred to as "LENDER") and **City of Pompano Beach** (hereafter referred to as "CREDITOR").

WITNESSETH:

WHEREAS, LENDER has made or is about to make a loan to BORROWER ("LENDER Loan"), which LENDER Loan is to be secured by a blanket lien on BORROWER'S Business Assets (as hereinafter defined);

WHEREAS, BORROWER'S Business Assets are owned by BORROWER; and

WHEREAS, BORROWER previously obtained a loan from CREDITOR, which loan is secured by an all asset UCC filing ("CREDITOR Loan");

WHEREAS, as a condition to making the LENDER Loan, LENDER requires that CREDITOR execute and deliver this Agreement whereby CREDITOR agrees to subordinate its interests in and to the BORROWER'S Business Assets to the LENDER LOAN.

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

1. CREDITOR does hereby agree to subordinate its CREDITOR Loan and security interest, including, without limitation, that certain State of Florida UCC Financing Statement and attachments filed on **January 7, 2013** bearing file number **201308195336** and any other financial statements or other security interests given to CREDITOR in BORROWER'S Business Assets in connection with the CREDITOR Loan, to the lien of the LENDER LOAN, and any amendments, modifications, consolidations, renewals or extensions of the LENDER Loan. **For purposes of this Agreement, the term BORROWER'S Business Assets shall be deemed to specifically include only 1) VersaCoater 63- Serial #13120143 and 2) EFI Vutek QS 3200 Printer- Serial #630279.**
2. CREDITOR represents and warrants to LENDER that (a) no representations or agreements of any kind have been made to CREDITOR which would limit or qualify in any way the terms of this Agreement, (b) CREDITOR is the legal and beneficial owner of the CREDITOR Loan, and (c) CREDITOR is not prohibited, or in any way restricted, from entering into this Agreement.
3. CREDITOR hereby acknowledges and agrees that this Agreement shall constitute a continuing agreement of subordination and shall continue in full force and effect until LENDER has been paid in full.
4. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by LENDER, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose for which given.

5. This Agreement is made and construed in accordance with, and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The parties hereby agree to waive trial by jury.
6. This Agreement may be executed in counterparts, and when executed by all parties hereto shall constitute one agreement.

This Agreement has been delivered to LENDER and accepted by LENDER in _____ County, State of Florida.

IN WITNESS THEREOF, the parties have hereunto executed this Agreement for the purposes expressed herein.

Signed, sealed and delivered
in the presence of:

CREDITOR:
City of Pompano Beach

Print name: _____

BY: _____
TITLE: _____
Print name and title

Print name: _____

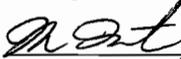
STATE OF)
)
COUNTY OF)

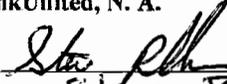
The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ who is personally known to me or who has produced a _____ drivers' license as identification.

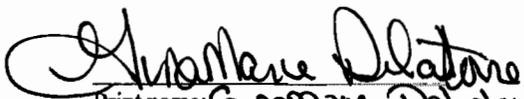
Print name: _____
Notary Public _____
Commission Expires: _____
Commission Number: _____

Signed, sealed and delivered
in the presence of:

LENDER:
BankUnited, N. A.


Print name: Michael Warmstein


BY: Steven Rashkin
TITLE: VP
Print name and title


Print name: Guadalupe Delatorre

(SIGNATURES CONTINUED FROM PREVIOUS PAGE)

STATE OF Florida)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 11th day of Feb, 2015, by Saeve Rashkin who is personally known to me or who has produced a personally known drivers' license as identification.



ERIK VELIAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF161161
Expires 9/18/2018

Print name: Erik Velian
Notary Public
Commission Expires: 9/18/18
Commission Number: FF 161161

Signed, sealed and delivered
in the presence of:

BORROWER:
Ad Graphics, Incorporated

Print name: _____

BY: _____
TITLE: _____
Print name and title

Print name: _____

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ who is personally known to me or who has produced a _____ drivers' license as identification.

Print name: _____
Notary Public
Commission Expires: _____
Commission Number: _____

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Meeting Date: February 24, 2015

Agenda Item

15

REQUESTED COMMISSION ACTION:

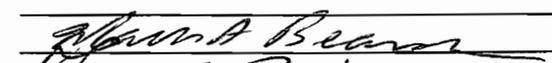
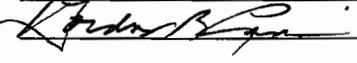
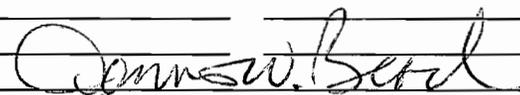
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A resolution of the City Commission of the City of Pompano Beach approving and authorizing the proper city officials to execute an agreement between the City of Pompano Beach and the School Board of Broward County providing for the use of school buses for city recreational purposes.

Summary of Purpose and Why:

The agreement provides for the Parks, Recreation and Cultural Arts Department to contract with the School Board of Broward County to use school buses for city recreational purposes.

- (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: 4/30/16 (Contract Term: 5/1/15-4/30/16)
- (4) Fiscal impact and source of funding: None at this time.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Parks & Recreation</u>	<u>2/12/15</u>	<u>Approve</u>	
<u>City Attorney</u>	<u>2/12/15</u>	<u>—</u>	
			

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A045

DATE: February 11, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *mb*

SUBJECT: Agenda Item - Resolution with School Board of Broward County for Use of School Buses

Please place the attached resolution on the February 24, City Commission Agenda. This resolution is a renewal agreement between the City and the School Board of Broward County providing for the use of school buses for city recreational purposes. The current license agreement expires April 30, 2015. The School Board has informed us the agreement will be on their agenda for March 17, 2015. The new lease agreement will commence on May 1, 2015 and shall continue through April 30, 2016 unless terminated by either party. The School Board's current established posted rate for school bus transportation is \$70 per hour, which has not increased from last year.

If you have any questions or need additional information please call me.

afh

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, PROVIDING FOR THE USE OF SCHOOL BUSES FOR CITY RECREATIONAL PURPOSES; 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 School Board of Broward County, Florida, providing for the use of school buses for city recreational purposes, 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 School Board of Broward County, Florida.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



City Attorney's Communication #2015-582
February 11, 2015

TO: Scott Moore, Recreation Programs Administrator
FROM: Gordon B. Linn, City Attorney
RE: Resolution / Use of School Buses

As requested in your memorandum dated February 10, 2015, Parks, Recreation & Cultural Arts Memorandum No. 15-A044, 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, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, PROVIDING FOR THE USE OF SCHOOL BUSES FOR CITY RECREATIONAL PURPOSES; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

/jrm
l:cor/recr/2015-582

Attachment

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
3831 NW 10TH AVENUE • OAKLAND PARK, FLORIDA 33309 • TEL 754-321-4400 • FAX 754-321-4515



**STUDENT TRANSPORTATION &
FLEET SERVICES**
Patricia A. Snell, Director
Pat.Snell@browardschools.com

SCHOOL BOARD

Chair DONNA P. KORN
Vice Chair DR. ROSALIND OSGOOD
Board Members ROBIN BARTLEMAN
HEATHER P. BRINKWORTH
ABBY M. FREEDMAN
PATRICIA GOOD

2015 FEB - 5 PM 5:43
CITY OF POMPAÑO BEACH
OFFICE OF THE CITY CLERK

January 23, 2015

Mary L. Chambers, MMC, City Clerk
City of Pompano Beach
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

Dear Ms. Chambers:

Please find attached three copies of the proposed agreement between The School Board of Broward County, Florida, and the City of Pompano Beach, to provide school bus transportation for recreational programs and events for a contract term of one year. This agreement provides reimbursement for the operating cost of regular school buses used by the City of Pompano Beach at the District's approved Reimbursement Rate. Please note this contract also provides for the reimbursement for a school bus attendant at the District's bus attendant approved Reimbursement Rate, should a wheelchair lift equipped bus be required.

The approved reimbursement rates are established annually, based on the District's previous fiscal year operational cost for school bus transportation. Notification of the annual reimbursement rates is mailed to your designated contract administrator each year prior to the effective date. The current approved transportation Reimbursement Rate is \$70 per hour. The approved bus attendant Reimbursement Rate is \$28 per hour, which is in addition to the approved transportation Reimbursement Rate.

If the City of Pompano Beach desires to continue the utilization of the District's school bus transportation for recreational programs and events, please have all three copies of the agreement executed and returned to my office to the attention of Cyrilla Bradley, no later than Friday, February 6, 2015. We are planning to take this agreement to the March 17, 2015 Regular School Board Meeting.

If you require additional information, or if you have any questions concerning the agreement, please contact Ms. Cyrilla Bradley, Accountant V, at 754 321-4427.

Sincerely,

Patricia S. Snell, Director
Student Transportation & Fleet Services

PAS:mt
Attachments

c: Cyrilla Bradley, Accountant V, Vehicle Maintenance

Received

Date

2/19/15

By:

Annex

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF POMPANO BEACH

(hereinafter referred to as "CITY"),
whose principal place of business is
1801 NE 6th Street
Pompano Beach, Florida 33060

WHEREAS, the SBBC owns and operates a fleet of vehicles for the transportation of pupils; and

WHEREAS, the CITY provides recreational programs dependent upon availability of transportation; and

WHEREAS, Florida Statute 1006.261 (1) (c) provides for nonprofit corporations and nonprofit civic associations to use school buses to transport school-age children for their sponsored activities; and

WHEREAS, the CITY, being eligible under this legislation to use school buses, desires to enter into this Agreement with the SBBC to define the relationship between the two parties and set forth the rights and obligations herein;

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

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on May 1, 2015 and conclude on April 30, 2016.

2.02 **Transportation Needs.** Prior to the execution of the Agreement, the two parties have discussed the transportation needs of the CITY and the approximate number of school buses that may be made available to the CITY; however, nothing herein contained will obligate the SBBC to provide buses to the CITY, if it is deemed by the SBBC that such action will reduce or delay transportation of pupils. The CITY, through its Contract Administrator, agrees to provide the SBBC with two (2) weeks notice in order to obtain the school vehicles for transportation purposes as described within the Agreement. Said requests for transportation are limited to days that school is not in session, such as employee planning days, summer or holiday breaks and/or weekends. The SBBC agrees to provide the referenced school vehicles to the CITY on an emergency notice basis of between forty-eight (48) hours and two (2) weeks notice time prior to needed services. This emergency notice basis must not exceed four (4) times per Agreement year.

2.03 **Payment of Operation Cost by CITY.** The CITY agrees to fully reimburse the SBBC for the operating cost of school buses used by the CITY during the term of this Agreement. The CITY shall pay the SBBC posted transportation rate for a minimum of four (4) hours per day for each regular school bus provided, which sum shall cover use, operational costs, and reimbursement for driver's hours and all other costs and expenses incurred by the SBBC in supplying the regular buses. Should a wheelchair lift equipped bus be required, the CITY shall pay the SBBC's posted bus attendant rate, for a minimum of four (4) hours per day for each wheelchair lift equipped bus provided, in addition to the posted transportation rate.

2.04 **Lack of Petroleum Products.** It is further agreed that in the event petroleum products required to operate this Agreement, or part of this Agreement, become unavailable, the obligations of each party hereunder may be terminated by the SBBC upon no less than twenty-four (24) hours notice in writing to the CITY. The SBBC shall be the final authority as to the availability of petroleum products.

2.05 **Bus Drivers Assigned by SBBC.** When school vehicles are used by the CITY, under no circumstances will the vehicle be driven by anyone other than bus drivers qualified, trained, certified, and assigned by the SBBC. School buses will be operated under the same rules, regulations, policies, and procedures as those relating to school pupil transportation and governed accordingly. Drivers shall at all times be considered employees or agents of the SBBC.

2.06 **Damage to the Vehicles Paid by CITY.** The CITY agrees to pay for any damage to the school vehicles while such vehicles are under the CITY's use

which damage is attributable directly to that use, and caused by the CITY, its' employees, or its' program participants. All accidents involving a school vehicle will be reported as provided by procedures now existent or required in the daily operation of the SBBC.

2.07 **Reporting of Incidents Involving Non Pupil Passengers.** The CITY agrees to report to the SBBC the nature and extent if any incidents resulting in property damage or personal injury to a passenger while boarding, riding in, or deboarding from such vehicle and indemnify and hold harmless the SBBC from any and all claims arising out of such incidents, to the fullest extent allowed by the Constitution and the laws of the state of Florida, if such injury or damage is caused by any act of omission of an employee of the CITY.

2.08 **Method of Reimbursement.** Unless otherwise agreed upon by the parties in writing, the costs borne by the SBBC on behalf of the CITY under this Agreement will be reimbursed as invoiced; and in a reimbursement period not to exceed thirty (30) days from presentment or receipt of the referenced invoice to the CITY's Contract Administrator. Past due invoices will be sent for all invoices not paid within thirty days.

2.09 **Geographic Limitations on the Use of School Vehicles.** The CITY will limit its use of school vehicles to and within the confines of the Tri-County Area. Under no circumstances should the vehicle be taken outside of the geographical limits set forth in this paragraph.

2.10 **Passenger Load Limit.** When the CITY's use of the school vehicle (s) is made, the passenger capacity transported shall not exceed the rated capacity of the said vehicle(s). Standees shall not be permitted at any time. The CITY shall not use school vehicles for any purpose whatsoever outside of the use covered by this Agreement.

2.11 **Cancellation.** The CITY reserves the right to cancel any trips it deems necessary with a minimum of twenty-four (24) hours notice prior to the scheduled trip at no charge. Otherwise, cancellations not meeting the minimum notice will result in a four hour charge at the posted transportation rate.

2.12 **Contract Administrator and Contract Representative.** The CITY's Contract Administrator for this Agreement is Mark Beaudreau, Recreation Programs Administrator, or designee. The Contract Representative for the SBBC is the Director of Student Transportation and Fleet Services, 3895 Northwest 10th Avenue, Oakland Park, Florida 33309, or designee.

2.13 **Inspection of CITY's Records by SBBC.** The CITY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All CITY's Records, regardless of the form in which they are

kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by the CITY or any of the CITY's payees pursuant to this Agreement. CITY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. CITY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) CITY's Records Defined. For the purposes of this Agreement, the term "CITY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to the CITY's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the CITY pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide the City reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to the CITY's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by the CITY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any the CITY's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by

CITY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by the CITY. If the audit discloses billings or charges to which the CITY is not contractually entitled, the CITY shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. The CITY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by the CITY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to the CITY pursuant to this Agreement and such excluded costs shall become the liability of the CITY.

(h) Inspector General Audits. The CITY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.14 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, FL
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Student Transportation & Fleet Services
The School Board of Broward County, FL
3895 NW 10 Avenue
Fort Lauderdale, Florida 33309

To CITY: City of Pompano Beach
Mark Beaudreau, Recreation Program Admin.
1801 NE 6th Street
Pompano, FL 33060

2.15 Background Screening The CITY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be

conducted by SBBC in advance of the CITY or its personnel providing any services under the conditions described in the previous sentence. The CITY will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the CITY and its personnel. The Parties agree that the failure of the CITY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, the CITY agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the CITY's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or the City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the

other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of it's property placed upon SBBC's facilities pursuant to the Agreement shall be removed with ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated

or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does exceed the cost provided in Chapter 119, Florida Statutes 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; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, to the extent permitted by law that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

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

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

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

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

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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

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

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and

that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

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

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Meeting Date: February 24, 2015

Agenda Item 16

REQUESTED COMMISSION ACTION:

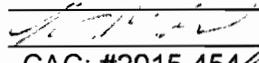
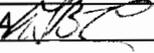
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM TAHA FAMILY LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

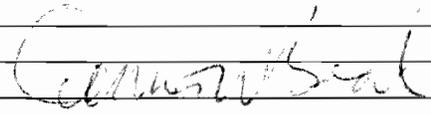
Summary: The applicant seeks site plan approval for the property located at 3109 E Atlantic Blvd. As a condition of approval the applicant is required to provide additional right-of-way in order to meet code requirements. The dedication includes five (5) feet along North Riverside Drive and East Atlantic Blvd. Included herein is the deed and the appropriate exhibits for the said right-of-way dedication.

- (1) Origin of request for this action: Taha Family, LLC
- (2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	1/12/2015	Approval	
City Attorney	1/20/2015	_____	CAC: #2015-454 

 Advisory Board

 City Manager



ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-454
January 20, 2015

TO: Daniel T. Keester, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution Accepting Right-of-Way Deed from Taha Family LLC

As requested in your memorandum dated January 12, 2015, Department of Development Services Memorandum No. 15-014, the following form of resolution, relative to the above-referenced matter has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM TAHA FAMILY LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

GBL/jrm
I:\cor\planning\2015-454

Attachment

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING CONVEYANCE OF REAL PROPERTY FROM TAHA FAMILY LLC TO THE CITY OF POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Taha Family LLC is willing to convey to the City of Pompano Beach certain real property via Right-of-Way Deed; and

WHEREAS, the City Commission has determined that the best interests of the public will be served by accepting and acquiring the rights being conveyed by the Deed; now, therefore,

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

SECTION 1. That the City of Pompano Beach accepts the conveyance of real property from Taha Family LLC dated November 7, 2014, a copy of which is attached hereto and incorporated by reference as if set forth in full.

SECTION 2. That it is the determination of the City Commission of the City of Pompano Beach, Florida, that the acquisition of the aforesaid property is for a public purpose, to wit: future right-of-way.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Prepared By and Return to:
Arthur R. Rosenberg, Esquire
6499 North Powerline Road, Suite 304
Fort Lauderdale, Florida 33309

RIGHT OF WAY DEED TO CITY OF POMPANO BEACH

THIS INDENTURE, made this 27th day of October 2014, by and between TAHA FAMILY LLC, a Florida limited liability company, ("TAHA") having its principal address at 500 SE 13th Court, Pompano Beach, Florida 33060, party of the first part, and the CITY OF POMPANO BEACH, a Florida municipality, ("CITY") and its successors in interest, having its principal address at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, for the purpose of a RIGHT OF WAY and purposes incidental thereto, the following described land, situate, lying and being in the County of Broward, State of Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any wise appertaining

It is the intention of Taha by this instrument to convey to the said City, and its successors in interest, the land above described for use as a RIGHT OF WAY and for all purposes incidental thereto.

And the said party of the first part will defend the title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name, on the day and year first above written.

Signed, sealed and delivered in the
in the presence of:

[Signature] (Sign)

[Print Name] (Print)

[Signature] (Sign)

[Print Name] (Print)

TAHA FAMILY LLC,
A Florida limited liability company

By: [Signature]
NADER TAHA
Managing Member

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of September, 2014, by NADER TAHIA, Managing Member of Taha Family, L.L.C., a Florida limited liability company, who is personally known to me, or has presented _____ as identification, and did take an oath and who did execute the aforesaid RIGHT OF WAY DEED.



Notary Public in and for the
County and State last aforesaid.

My Commission Expires: 8th June 2016
Serial No., if any: RE 196464



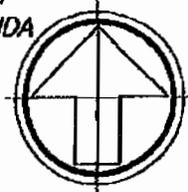
CHRIS SEARLE
MY COMMISSION # EE 196464
EXPIRES: June 8, 2016
Bonded thru Budget Notary Services

EXHIBIT "A"

As detailed in the attached sketch and legal description, totaling three (3) pages, prepared by Shah Drotos & Associates and dated June 13, 2014, as referenced by Project # 14-1008

SKETCH OF DESCRIPTION PROPOSED RIGHT-OF-WAY DEDICATION

A PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF
THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 48 SOUTH
RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



NORTH LINE—SOUTH 180', SCALE: 1"=40'
W1/2, SW1/4, SE1/4,
SEC. 31-T48S-R43E

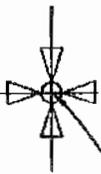
INTRACOASTAL WATERWAY
(PB 17, PG 7, BCR)
300' RIGHT-OF-WAY
N11°11'31" E
5.10'

EAST RIGHT-OF-WAY LINE

N89°50'30"E 288.87'

NORTH RIGHT-OF-WAY LINE S89°50'30"W 319.84'

EAST ATLANTIC BOULEVARD (S.R. 814)
(100' RIGHT-OF-WAY)



SOUTH LINE— (BEARING REFERENCE)
SEC 31-T48S-R43E S89°50'30"W 2945.18'
CENTERLINE
SOUTHWEST CORNER
SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST

MATCHLINE—SEE SHEET 3 OF 3 SHEETS

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PROJECT NO.: 14-1008

SHEET 2 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	06/13/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

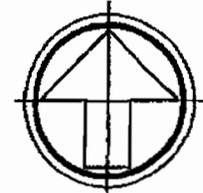
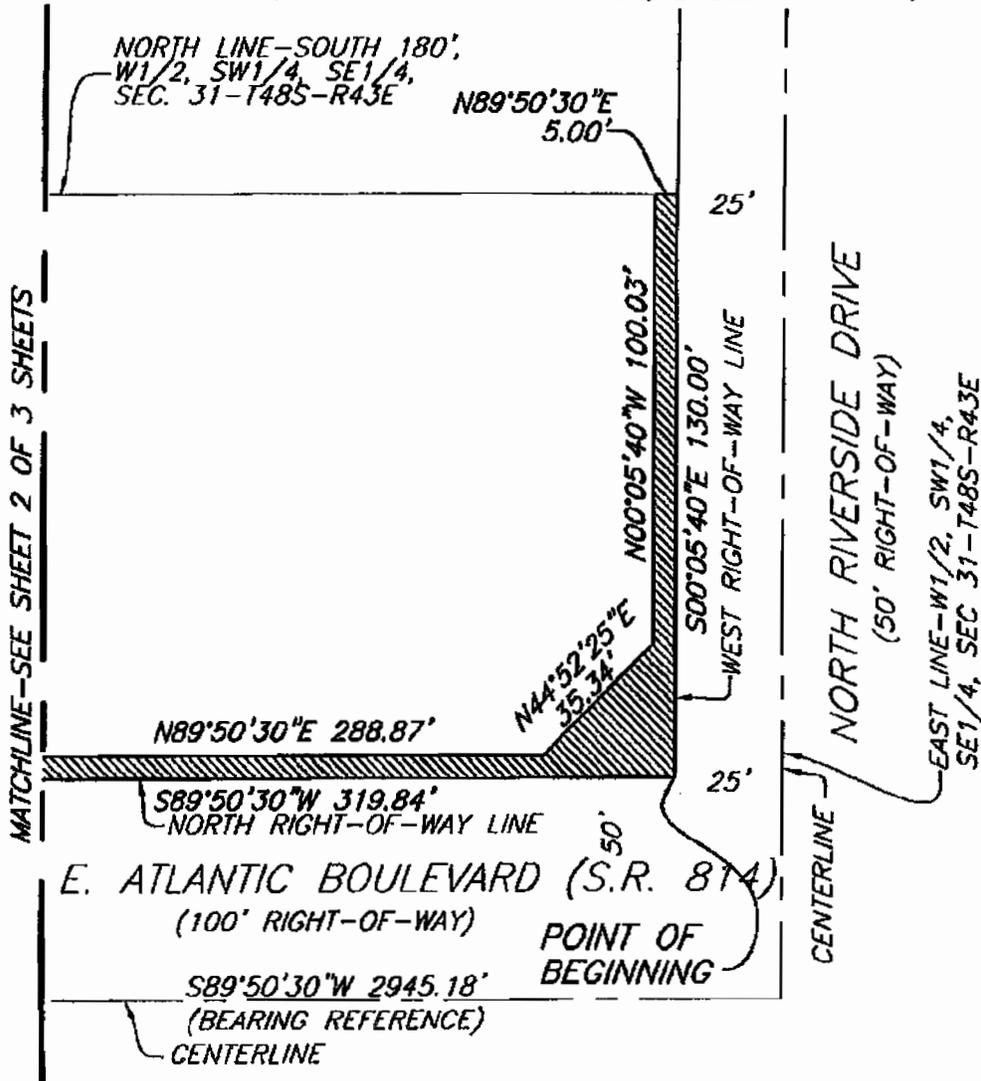
SDA SHAH
SDA DROTOS

ENGINEERING
SURVEYING
PLANNING

& ASSOCIATES
CERTIFICATE OF AUTHORIZATION NO. LB 6458
3416 N. Andrews Avenue Ext • Pompano Beach, Fl. 33064
PH: 954-943-9433 • FAX: 954-783-4754

SKETCH OF DESCRIPTION PROPOSED RIGHT-OF-WAY DEDICATION

A PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF
THE SOUTH EAST ONE-QUARTER OF SECTION 31, TOWNSHIP 48 SOUTH
RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



SCALE: 1"=40'

MATCHLINE-SEE SHEET 2 OF 3 SHEETS

X:\Cad\Survey\1008100 TAVA MARINA TAVA TOPO.dwg, 6/15/2014 11:09:05 AM, Rich Africa MP 2550 PCL

SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
2. THIS IS NOT A SURVEY.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE RELATIVE TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST. SAID SOUTH LINE BEARS SOUTH 89°50'30" WEST (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR THE FIRM, BY:

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS3998

PROJECT NO.: 14-1008

SHEET 3 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	06/13/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH DROTOS & ASSOCIATES

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LAW OFFICES
ROSENBERG & PINSKY
SUITE 304
6499 NORTH POWERLINE ROAD
FORT LAUDERDALE, FLORIDA 33309
www.rp-lawfirm.com

ARTHUR R. ROSENBERG
JOSHUA S. PINSKY
HAROLD S. BOFSHEVER

954-772-5151
FAX 954-772-4224

November 5, 2014

To: City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

Re: Taha Family LLC.

With the understanding that this Opinion of title is furnished to City of Pompano Beach, in connection with the execution of and conveyance, by Right of Way Deed of that certain real property described in Exhibit "A", attached hereto and incorporated herein for the use as a right of way, it is hereby certified that I have had obtained a Title Status Report ("TSR") of the real property described in Exhibit "B", which real property incorporates the real property described in Exhibit "A" and prepared by Attorneys' Title Fund Services, L.L.C., for the period through October 29, 2014, at the hour of 11:00 PM, inclusive, for the real property described in Exhibit "B":

I am of the opinion that on the last mentioned dated, the fee simple title to the real property described in Exhibit "B" and which incorporates the real property described in Exhibit "A" is vested in:

A. Taha Family, L.L.C., via a Quit Claim Deed from Safi Taha, individually and as trustee of the Trust under the Last Will and Testament of Rose Taha, dated October 29, 1999, recorded in Official Records Book 44555, at page 1459 of the Public Records of Broward County, Florida.

A copy of the recorded Quit Claim Deed reflecting the ownership is attached hereto as Exhibit "C."

The real property described in Exhibit "B" is subject to the following Liens and Encumbrances:

Mortgage(s) of Record:

1. Mortgage from Taha Family L.L.C., to Florida Capital Bank, N.A., dated May 13, 2008 and recorded May 16, 2008 in Official Records Book 45375, Page 1148, and which Mortgage was modified by Modification of Mortgage, dated July 21, 2010 and recorded in Official Records Book 47279, Page 898 and which Mortgage was assigned to Florida Shores Bank, via Assignment, recorded in Official Records Book 47823, Page 971, all of the Public Records of Broward County, Florida. A copy of the Mortgage, the Modification of Mortgage and Assignment of Mortgage are attached hereto as Composite Exhibit "D".

EXHIBIT *A. S. P.*

Opinion of Title
November 5, 2014

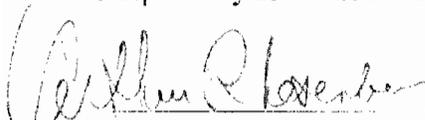
2. Assignment of Rents to Florida Capital Bank, N.A., dated May 13, 2008 and recorded May 16, 2008, in Official Records Book 45375, Page 1158, and which document was modified by Assignment of Rents recorded in Official Records Book 47279, Page 902, all of the Public Records of Broward County, Florida. A copy of the Assignment of Rents and modification are attached hereto as Composite Exhibit "E".

3. Mortgage from Taha Family LLC., to Mansfield Oil Company of Gainesville, Inc, recorded in Official Records Book 46964, at Page 1912, together with that Subordination Agreement recorded in Official Records Book 47279, at Page 909, all of the Public Records of Broward County, Florida. A copy of the Mortgage and Subordination Agreement are attached hereto as Exhibits "F" and "G".

I HEREBY CERTIFY that the foregoing report reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the real property described in Exhibit "B" and which real property incorporates and includes the real property described in Exhibit "A".

I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 5th day of November 2014.


Name _____

ARTHUR R. ROSENBERG, ESQUIRE

Print Name

Florida Bar No. 325805

EXHIBIT "A"

As detailed in the attached sketch and legal description, totaling three (3) pages, prepared by Shah Drotos & Associates and dated June 13, 2014, as referenced by Project # 14-1008

DESCRIPTION

PROPOSED RIGHT-OF-WAY DEDICATION

A PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 48 SOUTH RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

A PORTION OF THE SOUTH 180 FEET OF THAT PORTION OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) LYING EAST OF THE INTRACOASTAL WATERWAY, EXCEPTING THEREFROM THE EAST 25 FEET THEREOF, AND FURTHER EXCEPTING THE SOUTH 50 FEET THEREOF, (SAID EXCEPTIONS HAVING BEEN CONVEYED FOR PUBLIC ROADS) OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH RIVERSIDE DRIVE (50 FEET WIDE) WITH THE NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD (100 FEET WIDE);

THENCE SOUTH 89°50'30" WEST, ALONG A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31 AND ALONG THE NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD, 319.84 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS DESCRIBED IN PLAT BOOK 17, PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 11°11'31" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 5.10 FEET;

THENCE NORTH 89°50'30" EAST, ALONG A LINE 55 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 31, A DISTANCE OF 288.87 FEET;

THENCE NORTH 44°52'25" EAST, 35.34 FEET;

THENCE NORTH 00°05'40" WEST, ALONG A LINE 30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 31, A DISTANCE OF 100.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 180 FEET OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 31;

THENCE NORTH 89°50'30" EAST, ALONG SAID NORTH LINE, 5.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH RIVERSIDE DRIVE;

THENCE SOUTH 00°05'40" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 130.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 2534 SQUARE FEET (0.058 AC), MORE OR LESS.

6/15/2014 10:55:58 AM. Rich. Arico NP 2530 P.L.
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PROJECT NO.: 14-1008

SHEET 1 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	06/18/14		MDR
REVISIONS	DWV	DATE	FB/PG	CHKD

SDA SHAH DROTOS & ASSOCIATES

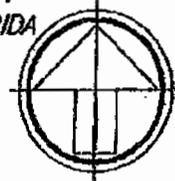
ENGINEERING
SURVEYING
PLANNING

CERTIFICATE OF AUTHORIZATION NO. LB 6456
 3430 N. Andrews Avenue Ext • Pompano Beach, FL 33064
 PH: 954-943-9433 • FAX: 954-783-4754

SKETCH OF DESCRIPTION

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A PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 48 SOUTH RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



NORTH LINE-SOUTH 180', SCALE: 1"=40'
 W1/2, SW1/4, SE1/4,
 SEC. 31-148S-R43E

INTRACOASTAL WATERWAY
 (PB 17, PG 7, BCR)
 300' RIGHT-OF-WAY
 N11°11'31" E
 5.10'

EAST RIGHT-OF-WAY LINE

N89°50'30"E 288.87'

NORTH RIGHT-OF-WAY LINE S89°50'30"W 319.84'

EAST ATLANTIC BOULEVARD (S.R. 814)
 (100' RIGHT-OF-WAY)

S89°50'30"W 2945.18'
 (BEARING REFERENCE)

SOUTH LINE--
 SEC 31-148S-R43E

CENTERLINE

SOUTHWEST CORNER
 SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST

MATCHLINE-SEE SHEET 3 OF 3 SHEETS

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PROJECT NO.: 14-1008

SHEET 2 OF 3 SHEETS

REVISIONS	DWN	DATE	FB/PG	CHKD
SKETCH OF DESCRIPTION	MDR	06/13/14		MDR

SDA SHAH DROTOS
 & ASSOCIATES

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 3410 N. Andrews Avenue East • Pompano Beach, FL 33064
 PH: 954-943-9433 • FAX: 954-703-4734

EXHIBIT "B"
LEGAL DESCRIPTION OF TAHA FAMILY LLC PROPERTY

The South 180 feet of that portion of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 lying East of the Intracoastal Waterway, excepting therefrom the East 5 feet thereof and further excepting therefrom the South 50 feet thereof, in Section 31, Township 48 South, Range 43 East of the Public Records of Broward County, Florida. Said lands situate, lying, and being in Broward County

CERTIFICATE OF COMPANY
RESOLUTIONS, COMPANY STATUS AND INCUMBENCY

The undersigned, being all of the members of TAHA FAMILY LLC, a Florida limited liability company ("Company"), hereby certifies that:

1. The Company is a duly formed, validly existing limited liability company in good standing under the laws of the State of Florida.

2. On 11/6, 2014, in accordance with the Company's Operating Agreement, the following resolutions were unanimously adopted by the Members of the Company, and the same have not been revoked, canceled, annulled or amended in any manner and are in full force and effect on the date hereof:

RESOLVED, in connection with the obtaining the approval of the site plan for real property owned by the Company and legally described in Exhibit "A", attached hereto and incorporated herein, that the Company hereby approves the transfer and conveyance, by a Right of Way Deed, to the City of Pompano Beach, a Florida municipal corporation to the real property that is legally described in Exhibit "B" attached hereto and incorporated herein, which property is a portion of the real property owned by the Company and described in Exhibit "A".

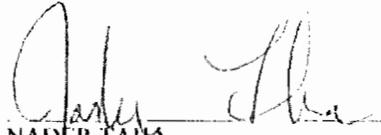
FURTHER RESOLVED, that the Nada Taha, the Managing Member of the Company acting alone, be and is hereby authorized to execute and deliver, affix the seal of the Company to the Right of Way Deed transferring and conveying the real property described in Exhibit "B", to the City of Pompano Beach, and all other documents and instruments required or which the Managing Member may deem advisable in connection with the transferring and conveying to the City of Pompano Beach, the real property described in Exhibit "B" and all documents and instruments executed and delivered as aforesaid to be and constitute the acts and obligations of the Company, the Company hereby ratifying and confirming the acts of its Managing Member executing and delivering all of such documents and instruments, irrespective of whether such acts were performed before or subsequent to the date of the adoption hereof, and directing the Managing Member of the Company to perform all of the Company's obligations and undertakings under each and all such documents and instruments; and

FURTHER RESOLVED, that these resolutions shall continue in full force and effect and may be relied upon by the City of Pompano Beach until receipt of written notice of any change therein.

4. The following are members of the Company set forth opposite their respective names and are incumbent in such offices as of the date hereof:

Name	Title
NADER TAHA	Managing Member
Rawan Ali Haidar	Member
Judith Ann Taha, Trustee of the Revocable Trust of Judith Ann Taha	Member
Jamil Taha, Trustee of the Revocable Trust of Jamil Taha,	Member

IN WITNESS WHEREOF, WE have hereunto subscribed our name and affixed the seal of the Company
this 6th day of NOV, 2014.



NADER TAHHA
MANAGING MEMBER

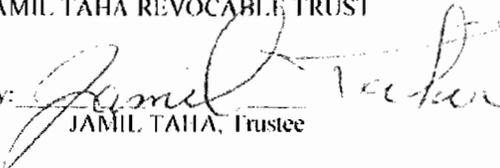


Rawan Ali Haidar

JUDITH ANN TAHHA REVOCABLE TRUST

By: 
JUDITH ANN TAHHA, Trustee

JAMIL TAHHA REVOCABLE TRUST

By: 
JAMIL TAHHA, Trustee

Prepared by:
ARTHUR R. ROSENBERG, Esquire
6499 North Powerline Road, Suite 304
Fort Lauderdale, Florida 33309

PARTIAL RELEASE OF MORTGAGE

The undersigned owner(s) and holder(s) of a Second Mortgage made by Taha Family, LLC, a Florida limited liability company of at 500 SE 13th Court, Pompano Beach, Florida 33060, (AMORTGAGOR"), to Mansfield Oil Company of Gainesville, Inc., of 1025 Airport Parkway, S.W., Gainesville, Georgia 30501-6813, ("Mortgagee") which Second Mortgage was recorded in Official Records Book 46964, at Page 1912 of the Public Records of Broward County, Florida; hereby agrees to release the following described portion of the Real Property from the Second Mortgage:

See Exhibit AA@ attached hereto and incorporated herein.

The INDEBTEDNESS which the subject Second Mortgage encumbers shall not be affected or cancelled by this Partial Release of Mortgage. This Partial Release of Mortgage is only releasing the real property above described from the Second Mortgage and no other property.

IN WITNESS THEREOF, I have hereunto set my hand and seal, the 08 day of December, 2014.

Signed, sealed and delivered
in presence of:

[Signature]
[Signature]

MANSFIELD OIL COMPANY OF GAINESVILLE,
INC.,

By: [Signature]

STATE OF FLORIDA)
) SS:
COUNTY OF)

ON THIS DAY, before me, an officer duly authorized to administer oaths and take acknowledgments in the County and State aforesaid, personally appeared [Signature] an officer of Mansfield Oil Company of Gainesville, Inc., who is personally known to me or who has produced his/her driver's license as identification and who did take an oath.

WITNESS my hand and official seal at , County, Florida, on this day of , 2014.

NOTARY PUBLIC/ STATE OF FLORIDA

My commission expires:

EXHIBIT AA@

DESCRIPTION

PROPOSED RIGHT-OF-WAY DEDICATION

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A PORTION OF THE SOUTH 180 FEET OF THAT PORTION OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) LYING EAST OF THE INTRACOASTAL WATERWAY, EXCEPTING THEREFROM THE EAST 25 FEET THEREOF, AND FURTHER EXCEPTING THE SOUTH 50 FEET THEREOF, (SAID EXCEPTIONS HAVING BEEN CONVEYED FOR PUBLIC ROADS) OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 89°50'30" EAST, ALONG A LINE 55 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 31, A DISTANCE OF 288.87 FEET;

THENCE NORTH 44°52'25" EAST, 35.34 FEET;

THENCE NORTH 00°05'40" WEST, ALONG A LINE 30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 31, A DISTANCE OF 100.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 180 FEET OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 31;

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SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 25.34 SQUARE FEET (0.058 AC), MORE OR LESS.

PROJECT NO.: 11-1008

SHEET 1 OF 3 SHEETS

W. A. CASH, Surveyor, COBAGO TRAIL VALLEY, FLA. 1090 Land, 57 BY 2014 TO: 55 58 All, Rich A. 100 2550 PL

REVISIONS	DATE	BY	CHKD

SHAH DROTOS & ASSOCIATES
 ENGINEERING SURVEYING PLANNING
 CERTIFICATE OF AUTHORIZATION NO. LG 6456
 3410 N. Andrews Avenue E.D. • Pompano Beach, FL 33069
 PH: 304-945-9433 • FAX: 304-793-4754

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W1/2, SW1/4, SE1/4,
SEC. 31-T48S-R43E

SCALE: 1"=40'

INTRACOASTAL WATERWAY
(PB 17, PG 7, BCR)
300' RIGHT-OF-WAY
N117°31' E
5.10'

EAST RIGHT-OF-WAY LINE

N89°50'30"E 288.87'

NORTH RIGHT-OF-WAY LINE S89°50'30"W 319.84'

EAST ATLANTIC BOULEVARD (S.R. 814)
50'
(100' RIGHT-OF-WAY)

S89°50'30"W 2945.18'
(BEARING REFERENCE)

SOUTH LINE--
SEC 31-T48S-R43E

CENTERLINE

SOUTHWEST CORNER
SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST

MATCHLINE--SEE SHEET 3 OF 3 SHEETS

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PROJECT NO.: 14-100B

SHEET 2 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	DATE	FB/PG	CHKD
REVISIONS	DWN			

SDA SHAH DROTOS & ASSOCIATES

ENGINEERING
SURVEYORS
PLANNING

CERTIFICATE OF AUTHORIZATION NO. LB 8486
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-6754

EXHIBIT "A"

As detailed in the attached sketch and legal description, totaling three (3) pages, prepared by Shah Drotos & Associates and dated June 13, 2014, as referenced by Project # 14-1008

DESCRIPTION

PROPOSED RIGHT-OF-WAY DEDICATION

A PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 48 SOUTH RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

A PORTION OF THE SOUTH 180 FEET OF THAT PORTION OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) LYING EAST OF THE INTRACOASTAL WATERWAY, EXCEPTING THEREFROM THE EAST 25 FEET THEREOF, AND FURTHER EXCEPTING THE SOUTH 50 FEET THEREOF, (SAID EXCEPTIONS HAVING BEEN CONVEYED FOR PUBLIC ROADS) OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF NORTH RIVERSIDE DRIVE (50 FEET WIDE) WITH THE NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD (100 FEET WIDE);

X:\Cad\Survey\008900\TAHA\TAHA TOPO.dwg, 6/15/2014 10:55:58 AM, Rofth Africa MP 2550 PCL

THENCE SOUTH 89°50'30" WEST, ALONG A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31 AND ALONG THE NORTH RIGHT-OF-WAY LINE OF ATLANTIC BOULEVARD, 319.84 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY AS DESCRIBED IN PLAT BOOK 17, PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 11°11'31" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 5.10 FEET;

THENCE NORTH 89°50'30" EAST, ALONG A LINE 55 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SECTION 31, A DISTANCE OF 288.87 FEET;

THENCE NORTH 44°52'25" EAST, 35.34 FEET;

THENCE NORTH 00°05'40" WEST, ALONG A LINE 30 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 31, A DISTANCE OF 100.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 180 FEET OF THE WEST ONE-HALF (W1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 31;

THENCE NORTH 89°50'30" EAST, ALONG SAID NORTH LINE, 5.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH RIVERSIDE DRIVE;

THENCE SOUTH 00°05'40" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 130.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 2534 SQUARE FEET (0.058 AC), MORE OR LESS.

PROJECT NO.: 14-1008

SHEET 1 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	06/13/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

**SDA SHAH
SDA DROTOS
& ASSOCIATES**

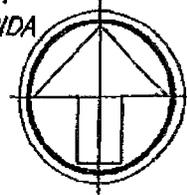
ENGINEERING
SURVEYING
PLANNING

CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

SKETCH OF DESCRIPTION

PROPOSED RIGHT-OF-WAY DEDICATION

A PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 48 SOUTH RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



NORTH LINE-SOUTH 180°, SCALE: 1"=40'
 W1/2, SW1/4, SE1/4,
 SEC. 31-T48S-R43E

INTRACOASTAL WATERWAY
 (PB 17, PG 7, BCR)
 300' RIGHT-OF-WAY
 N11°11'31" E
 5.10'

EAST RIGHT-OF-WAY LINE

N89°50'30"E 288.87'

NORTH RIGHT-OF-WAY LINE S89°50'30"W 319.84'

EAST ATLANTIC BOULEVARD (S.R. 814)
 (100' RIGHT-OF-WAY)

S89°50'30"W 2945.18'
 (BEARING REFERENCE)

SOUTH LINE-
 SEC 31-T48S-R43E

CENTERLINE

SOUTHWEST CORNER
 SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST

MATCHLINE-SEE SHEET 3 OF 3 SHEETS

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PROJECT NO.: 14-1008

SHEET 2 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	06/13/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH DROTOS

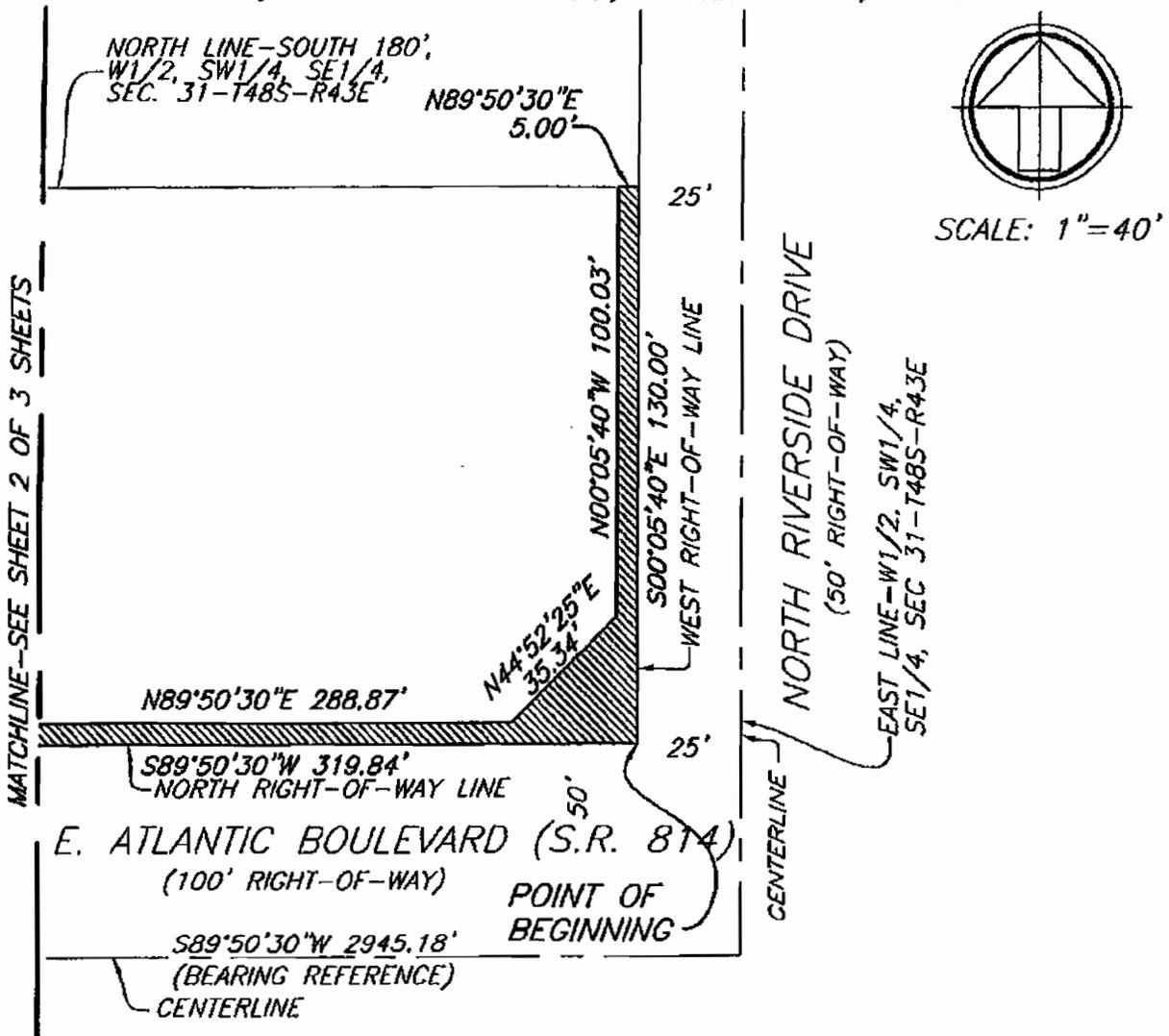
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& ASSOCIATES
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 3410 N. Andrews Avenue Ext. • Pompano Beach, FL 33064
 PH: 954-943-9433 • FAX: 954-783-4754

SKETCH OF DESCRIPTION

PROPOSED RIGHT-OF-WAY DEDICATION

A PORTION OF THE WEST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE SOUTH EAST ONE-QUARTER OF SECTION 31, TOWNSHIP 48 SOUTH RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
2. THIS IS NOT A SURVEY.
3. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE RELATIVE TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST. SAID SOUTH LINE BEARS SOUTH 89°50'30" WEST (ASSUMED) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR THE FIRM, BY:

MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS3998

PROJECT NO.: 14-1008

SHEET 3 OF 3 SHEETS

SKETCH OF DESCRIPTION	MDR	06/13/14		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH
DROTOS

ENGINEERING
SURVEYING
PLANNING

& ASSOCIATES
CERTIFICATE OF AUTHORIZATION NO. LB 6456
3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
PH: 954-943-9433 • FAX: 954-783-4754

Meeting Date: February 24, 2015

Agenda Item

17

REQUESTED COMMISSION ACTION:

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

SHORT TITLE A resolution of the City of Pompano Beach approving and authorizing the proper city officials to execute a first amendment between the City of Pompano Beach and PBFC PAL Hammerheads, Inc. to use various city owned facilities for recreational activities.

Summary of Purpose and Why:

The agreement between the city and PBFC PAL Hammerheads, Inc. allows the use of various city owned facilities for organized sports programs and other recreational activities. The licensee will provide leadership, administrative and coaching services to the local competitive youth soccer program for the one year period of March 1, 2015 – February 28, 2016.



Great Places – 2.4.2 – Establish three (3) partnerships with local, national and international event organizers to secure sports business in the area.

- (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: February 28, 2016
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Parks & Recreation</u>	<u>2-12-15</u>	<u>Approve</u>	<u>Mark A. Beaudreau</u>
<u>City Attorney</u>	<u>2-13-15</u>	<u>approved</u>	<u>[Signature]</u>
<u>Risk Management</u>	<u>2-18-15</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	1 st Reading	Results:
2 nd Reading		Results:

MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A046

DATE: February 10, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *mb*

SUBJECT: Agenda Item – Resolution & First Amendment
PBFC PAL Hammerheads, Inc.

Please place the attached resolution on the February 24, City Commission Agenda. The resolution is to execute the first amendment to the license agreement with PBFC PAL Hammerheads, Inc. to provide voluntary leadership, administrative and coaching services to competitive youth soccer leagues in the city. The agreement allows the PBFC PAL Hammerheads to use various city owned facilities for their organized youth soccer programs. The amendment extends the original agreement for an additional one-year period, ending February 28, 2016.

The license agreement comes under the Strategic Plan – Great Places – 2.4.2 – Establish three (3) partnerships with local, national and international event organizers to secure sports business in the area.

If you have any questions or need additional information regarding the agreement please call me at 954-786-4191.

MB/afh

cc: Jonathan Nasser, Interim Recreation Manager



City Attorney's Communication #2015-554

February 9, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Gordon B. Linn, City Attorney
RE: Resolution and First Amendment – PBFC PAL Hammerheads, Inc.

As requested in your email of February 6, 2015, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND PBFC PAL HAMMERHEADS, INC. TO USE VARIOUS CITY OWNED FACILITIES FOR ORGANIZED SPORTS PROGRAMS AND OTHER RECREATIONAL ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

/jrm
l:cor/recr/2015-554

Attachment



February 4th, 2015

City of Pompano Beach
Pompano Beach, FL 33060

To Whom it May Concern:

This is to advise you that the License Agreement that the city of Pompano Beach and PBFC have been engaged in expires February 28, 2015. PBFC has no objection if the City is changing all License Agreement back to one year intervals.

Respectfully,

A handwritten signature in black ink, appearing to read 'James Elder', written in a cursive style.

James Elder
President

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 FIRST AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND PBFC PAL HAMMERHEADS, INC. TO USE VARIOUS CITY OWNED FACILITIES FOR ORGANIZED SPORTS PROGRAMS AND OTHER RECREATIONAL ACTIVITIES; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Amendment between the City of Pompano Beach and PBFC PAL Hammerheads, Inc., to use various city owned facilities for organized sports programs and other recreational activities, a copy of which Amendment 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 Amendment between the City of Pompano Beach and PBFC PAL Hammerheads, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
2/9/15
l:reso/2015-205

**FIRST EXTENSION AND
AMENDMENT TO AGREEMENT**

THIS AGREEMENT is entered into on the _____ day of _____, 2015,
by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as "CITY,"

and

PBFC PAL HAMMERHEADS, INC., a Florida nonprofit corporation, with offices located at 524 NE 6th Street, Pompano Beach, Florida 33060, hereinafter referred to as "LICENSEE."

WHEREAS, LICENSEE entered into a License Agreement with CITY to use the multi-purpose field at Community Park and the football/soccer field at North Pompano Park to provide leadership, administrative and coaching services to the local competitive youth soccer program on March 1, 2012, ("Original Agreement"), and approved by Resolution No. 2012-151; and

WHEREAS, the LICENSEE has requested and CITY has agreed to extend the Original Agreement for an additional one-year period and amend the agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and LICENSEE agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective March 1, 2012, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall be extended for an additional one (1) year term, ending February 28, 2016.

3. The Agreement between the parties is hereby amended by amending Article 4, "Responsibilities of Licensee," Paragraph 8, as follows:

8. LICENSEE shall develop a comprehensive soccer lesson program for individuals of both sexes under the age of eighteen (18) which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the two CITY PROPERTIES included herein, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator or his or her designee who has sole and absolute discretion whether to provide additional fields or facilities.

4. All terms, covenants and conditions contained in the Original Agreement, with the exception of the provision for the extension, hereinabove, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained herein.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

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:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND, 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

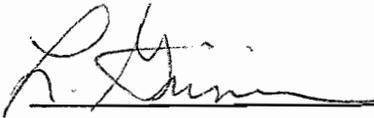
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

PBFC PAL HAMMERHEADS, INC., a Florida non-profit corporation



By: 
_____ JAMES R. ELDER, President

L. GRINION

Print or Type Name


_____ ALBERT SYPIO

Print or Type Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of February, 2015, by James R. Elder as President of PBFC Hammerheads, Inc., a Florida non-profit corporation. He is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:

Victoria M. Thompson
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION # FF 087334
EXPIRES: March 2, 2018
Bonded Thru Notary Public Underwriters
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
2/12/15
L:agr/recr/2015-551

Exhibit A

RESOLUTION NO. 2012-151

**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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PBFC PAL HAMMERHEADS, INC. TO PROVIDE VOLUNTARY LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO COMPETITIVE YOUTH SOCCER LEAGUES IN THE CITY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a License Agreement between the City of Pompano Beach and PBFC PAL Hammerheads, Inc., to provide voluntary leadership, administrative and coaching services to competitive youth soccer leagues in the City, 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 PBFC PAL Hammerheads, Inc.

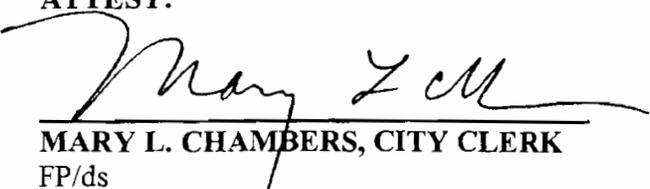
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 28th day of February, 2012.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

FP/ds

2/3/12

l:reso/2012-161f

City of Pompano Beach

LICENSE AGREEMENT

with

PBFC PAL Hammerheads, Inc.

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- Exhibit 1 Scope of Services
- Exhibit 2 Insurance Requirements

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), entered into this 1st day of March, 2012, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter "CITY"),

and

PBFC PAL HAMMERHEADS, INC., a Florida non-profit corporation (hereinafter "LICENSEE").

WHEREAS, LICENSEE is an organized non-profit recreation group which provides volunteer leadership, administration and coaching services to competitive youth soccer leagues in the community; and

WHEREAS, the CITY recognizes LICENSEE as providing a valuable service to the community through its extensive use of volunteers and attendant resources; and

WHEREAS, LICENSEE is able and prepared to provide the services and the insurance set forth in Exhibits 1 and 2 attached hereto and made a part hereof; and

WHEREAS, subject to the terms of this Agreement, LICENSEE may use the multi-purpose field at Community Park and the football/soccer field at North Pompano Park owned and maintained by the CITY (hereinafter collectively the "CITY PROPERTIES") to provide the leadership, administrative and coaching services to the local competitive youth soccer program (the "Program" as further detailed in Exhibit 1); and

WHEREAS, the CITY has determined entering into this License Agreement with LICENSEE is in the best interest of the public; and

WHEREAS, the CITY and LICENSEE desire to enter into this Agreement setting forth the parties' mutual understandings and undertakings.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein contained, the CITY and LICENSEE agree as follows.

ARTICLE 1 REPRESENTATIONS

A. **Representations of CITY.** CITY makes the following representations to LICENSEE which CITY acknowledges LICENSEE has relied upon in entering into this Agreement.

1. 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.

2. 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.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information or reports supplied by CITY or by others authorized by the CITY's Recreation Programs Administrator.

B. **Representations of PBFC PAL Hammerheads, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. PBFC PAL Hammerheads, Inc. is a Florida non-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.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause PBFC PAL Hammerheads, Inc. to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default thereunder or cause acceleration of any obligation of LICENSEE thereunder.

3. The individual executing this Agreement and related documents on behalf of PBFC PAL Hammerheads, Inc. is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting PBFC PAL Hammerheads, Inc. or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents it has the ability, skill and resources to complete its requisite responsibilities under this Agreement.

6. The standard of care for all services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by competitive youth soccer program administrators and coaches currently practicing under similar circumstances in the same locality.

7. The CITY shall be entitled to rely upon the administrative, coaching and technical skills of LICENSEE or by others authorized by LICENSEE under this Agreement.

8. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to conduct business and provide services under this Agreement and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 2 NON-ASSIGNABILITY AND SUBCONTRACTING

This Agreement is not assignable and LICENSEE 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.

Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining the CITY's written approval will 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 the written consent of the City Commission of Pompano Beach.

In addition, this Agreement and the rights and obligations therein 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 LICENSEE's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE hereunder shall immediately cease and terminate.

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 LICENSEE.

ARTICLE 3 TERM AND RENEWAL

The City hereby engages LICENSEE to serve as its Program Administrator for the competitive youth soccer program to be offered at the CITY PROPERTIES for a term of three (3) years, commencing Mar. 1, 2012, and ending Feb. 28, 2015. The CITY reserves the right to extend this Agreement with two (2) one-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

ARTICLE 4 RESPONSIBILITIES OF LICENSEE

LICENSEE shall provide the leadership, administrative and coaching services hereunder consistent with policies adopted by CITY which specifically require LICENSEE to at all times perform its obligations under this Agreement in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE agrees to follow the policies and directives of the CITY's Recreation Programs

Administrator but in the absence thereof, LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

LICENSEE shall perform the duties set forth below at the CITY PROPERTIES, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the competitive youth soccer leagues at the CITY PROPERTIES, including supervising all LICENSEE's coaches, employees, volunteers and other representatives or agents.

2. In addition to providing items for public sale, LICENSEE may provide other services associated with administering a competitive youth soccer league. LICENSEE's provision of all merchandise and services at CITY PROPERTIES, including private and group soccer lessons, shall be offered at competitive prices for the Broward County area which must be pre-approved in writing by the CITY's Recreation Programs Administrator.

3. LICENSEE shall be responsible to pay any and all sales taxes and other charges of any nature or kind which may be assessed against LICENSEE's provision of services or sale of merchandise under this Agreement.

4. LICENSEE is responsible for hiring and managing its own administrative and coaching staff, all of which shall be a minimum of eighteen (18) years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

5. LICENSEE shall be solely responsible for compensating its administrative and coaching staff and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, the provisions of workers' compensation insurance and all other benefits required by law.

6. LICENSEE shall be responsible to ensure that all its administrative and coaching staff, employees, volunteers and other agents or representatives are suitable for employment in a municipal facility in terms of general character, knowledge, ability, public relations potential, manner and conduct.

7. LICENSEE shall promptly respond to complaints from the CITY and patrons of the CITY PROPERTIES regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

8. LICENSEE shall develop a comprehensive soccer lesson program for individuals of both sexes under the age of eighteen (18) which shall include individual, group and league instruction. If the participation level of an instruction program or other like activity requires the use of more than the two CITY PROPERTIES included herein, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional fields or facilities.

9. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the CITY PROPERTIES in good and safe condition.

10. LICENSEE shall operate and conduct the business covered by this Agreement in accordance with all applicable federal, state and local laws, including the laws of Broward County and the charter, ordinances and other regulations of the City of Pompano Beach as may now exist or as may hereafter be adopted. LICENSEE, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City of Pompano Beach, and be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against LICENSEE's provision of goods and services under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

11. LICENSEE shall develop, organize and promote competitive youth soccer leagues, tournaments, socials and member relations at the CITY PROPERTIES.

12. LICENSEE shall give the CITY prompt written notice of any accidents occurring at the CITY PROPERTIES in which damage to property or injury to a person occurs.

ARTICLE 5 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the CITY PROPERTIES and surrounding outdoor areas, including the building systems (plumbing, electrical, painting, ceilings, walls, floors, roof, public restrooms, etc.) and general maintenance (shrubbery and lawn care, garbage pickup, etc.).

B. CITY shall provide LICENSEE with the use of the CITY PROPERTIES for the reasons set forth herein at days and times which have been pre-approved in writing by the CITY's Recreation Programs Administrator. Interruptions in availability of the CITY PROPERTIES due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

ARTICLE 6 ACCOUNTING AND RECORD KEEPING PROCEDURES

A. LICENSEE shall be required to record and preserve complete and accurate records for all activities and revenues generated under this Agreement for a period of five (5) years after its termination or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes. 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.

B. LICENSEE shall make available at reasonable time for CITY's examination all membership rosters; attendance, financial and statistical records; federal/state tax returns; and

any other documents attendant to LICENSEE's provision of goods and services under this Agreement.

C. LICENSEE and its employees shall maintain a daily log that provides the names, dates, times and location of all youth soccer participants utilizing the CITY PROPERTIES which shall at all times be available to CITY personnel.

ARTICLE 7 CITY'S RIGHT TO AUTHORIZE USE OF THE CITY PROPERTIES

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the CITY PROPERTIES for special group functions upon reasonable written notice to LICENSEE.

ARTICLE 8 LICENSEE'S INDEMNIFICATION OF CITY

A. LICENSEE shall indemnify, defend and save harmless the CITY from and against all claims, demands, losses, costs, damages, suits, judgments, penalties, expenses and liabilities of whatsoever kind arising directly or indirectly out of or in connection with the provision of services and merchandise under this Agreement whether same occurs or the cause arises on or away from the CITY PROPERTIES.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at the CITY PROPERTIES against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the CITY PROPERTIES and that CITY is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence and occupancy at the CITY PROPERTIES.

ARTICLE 9 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit 2. LICENSEE shall not commence operations under this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager

ARTICLE 10 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee.

**ARTICLE 11
DEFAULT AND DISPUTE RESOLUTION**

A. If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 16 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager for the CITY in accordance with Article 16 herein.

Upon receipt of said written appeal or demand, the City Manager for the CITY may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the forty-five (45) day advance written notice provision set forth in Article 16 herein shall not apply and it shall be lawful for CITY to immediately terminate this Agreement and in addition to any other remedies provided by law, CITY may possess itself of all rights and privileges heretofore enjoyed by LICENSEE.

**ARTICLE 12
ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Recreation Programs Administrator shall annually review and evaluate LICENSEE's performance based on performance criteria developed by CITY utilizing the scope of services under this Agreement as set forth in Exhibit 1. The CITY shall provide LICENSEE with a written summary of said evaluation and provide an adequate opportunity for LICENSEE to discuss its evaluation with the CITY's Recreation Programs Administrator.

**ARTICLE 13
TERMINATION**

The CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 16 herein. LICENSEE may terminate this Agreement, in whole or in part, for cause, default or negligence upon forty-five (45) day advance written notice to CITY in accordance with Article 16 herein.

**ARTICLE 14
EQUAL OPPORTUNITY EMPLOYMENT**

LICENSEE agrees not to discriminate against any of its or the CITY's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

**ARTICLE 15
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, LICENSEE certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 16
NOTICES AND DEMANDS**

Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

City Manager
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 86-4113 fax

For LICENSEE:

James R. Elder, President
PBFBC PAL Hammerheads, Inc.
2049 SE 16 Court
Lauderdale by the Sea, FL 33062
PBFC2007@aol.com
(954) 941-4038 phone

**ARTICLE 17
GOVERNING LAW AND VENUE**

The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of Florida courts and federal courts located in Florida. 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.

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 18
CONTRACT ADMINISTRATOR**

The CITY's Recreation Program Administrator or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

James R. Elder shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 19
NO CONTINGENT FEE**

LICENSEE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for LICENSEE, 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 LICENSEE any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of LICENSEE's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 20
ATTORNEY'S FEES**

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs. The provisions of this paragraph shall survive termination of this Agreement.

**ARTICLE 21
FORCE MAJEURE**

Neither 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.

If CITY or LICENSEE are unable to perform, or are 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.

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and also diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Article, time is of the essence.

**ARTICLE 22
WAIVER AND MODIFICATION**

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.

CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of services to be provided. 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.

**ARTICLE 23
RELATIONSHIP BETWEEN THE PARTIES**

LICENSEE is being contracted by CITY for the purposes and to the extent set forth in this Agreement and, as such, shall be free to dispose of such other portion of its time and skill as does not interfere with its obligations hereunder.

**ARTICLE 24
MISCELLANEOUS TERMS AND CONDITIONS**

A. Each March 1st under this Agreement, LICENSEE shall provide the CITY's Recreation Programs Administrator a current membership roster; practice, game, tournament and public event schedule; and a list of any special services requested from the CITY for that

calendar year. In addition, to the extent possible, LICENSEE is required to provide written notification to CITY thirty (30) days in advance of any subsequent schedule changes.

B. LICENSEE shall utilize the CITY PROPERTIES exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. LICENSEE shall not allow, suffer or permit the CITY PROPERTIES to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

C. For each soccer coach, at LICENSEE's sole expense and prior to allowing any of its coaches to provide services at CITY PROPERTIES, LICENSEE shall (i) provide the CITY's Recreation Programs Administrator a written background check from U.S. Soccer or (ii) allow the CITY to conduct its own background check. LICENSEE's failure to comply with the obligations of this paragraph shall be deemed a material breach of this Agreement.

D. LICENSEE, while acting pursuant to this Agreement, shall not discriminate against any worker, employee, patron, or member of the public on the basis of race, creed, religion, age, sex, disability or national origin.

E. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide sixteen (16) hours of youth instruction each year of this Agreement.

ARTICLE 25 SEVERABILITY

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 26 APPROVALS

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

ARTICLE 27 ABSENCE OF CONFLICTS OF INTEREST

LICENSEE 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. LICENSEE further represents no person having any interest shall be employed or engaged by it for said performance.

LICENSEE 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 LICENSEE'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 LICENSEE intends to undertake and shall request the CITY's opinion as to whether such association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by LICENSEE.

**ARTICLE 28
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 29
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

**ARTICLE 29
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the CITY PROPERTIES but rather a license granted to LICENSEE by CITY to provide the youth soccer leadership, administrative and coaching services contemplated herein, including the sale of attendant goods and services.

**ARTICLE 30
ENTIRE AGREEMENT AND INTERPRETATION**

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

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE 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.

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.

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

Betty Kones

By: Lamar Fisher
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

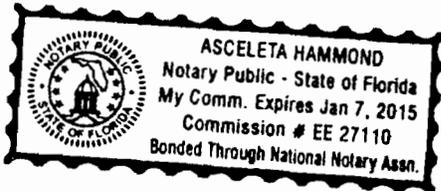
The foregoing instrument was acknowledged before me this 1st day of March, 2012, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

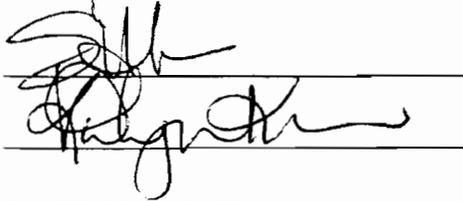
Asceletha Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"LICENSEE":

Witnesses:



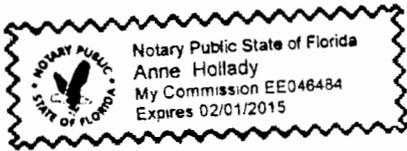
PBFC PAL HAMMERHEADS, INC., a Florida non-profit corporation

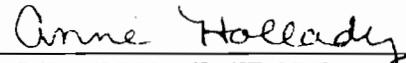
By: 
_____ James R. Elder, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument ~~was~~ acknowledged before me this 16 day of Feb, 2012, by James R. Elder, President of PBFC Hammerheads, Inc., a Florida non-profit corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:





NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady

(Name of Acknowledger Typed, Printed or Stamped)

EE046484

Commission Number

2/3/12
l:agr/recr/2012-431f

EXHIBIT 1

Scope of Services for License Agreement (“Agreement”) between City of Pompano Beach (“CITY”) and PBFC Hammerheads, Inc. (“LICENSEE”)

- Provide a 6 month competitive soccer program for youth ages 6-18 through the guidance of USA Soccer;
- Plan, administer, coordinate, supervise and staff all aspects of the Soccer Program, including day to day operations, tournaments and member relations;
- Provide a schedule of upcoming practices, tournaments and scrimmages in a timely manner;
- Provide U.S. Soccer coaches that have been cleared through U.S. Soccer's background check;
- Maintain an open line of communication with Athletics Staff; and
- Record and preserve complete and accurate records for all activities and revenues generated under the Agreement, including attendance logs that provide the names, dates, times and location of all participants utilizing the CITY PROPERTIES.

**CITY OF POMPANO BEACH
INDEPENDENT GROUP USE REQUEST**

Independent Group Name: ***PBFC PAL Hammerheads, Inc.***

Brief Description of Program:

Competitive youth soccer program.

Specific Dates of Program: ***January 2012-July 2012***

Field users must attach an approved weekly schedule.

Requested Facility/Fields

Multi-purpose field at Community Park, North Pompano Park football/soccer field.

Requested Special Event Dates: (Tournaments, Clinics, Camps, Etc.) **May require Public Event Permit**

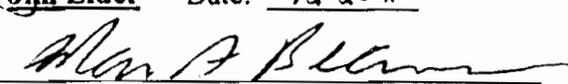
None at this time.

Scheduling Contact Person: ***Jim Elder***

Phone #: ***954-941-4038***

Email Address: ***PBFC2007@aol.com***

Submitted By:  ***Jim Elder*** Date: ***12-23-11***

Approved By:  ***Alan A. Blum*** Date: ***12-23-11***

PBFC TRAINING SCHEDULE AND SPECIAL SERVICE REQUESTS

PRACTICES – TUESDAYS FROM 6PM UNTIL 9PM
SATURDAYS FROM 10AM UNTIL 1PM

TOURNAMENTS – FEASIBILITY UNKNOWN DUE TO CITIES FIELD AVAILABILITY. IN ORDER TO RELOCATE PBFC 3V3 TOURNAMENT, USE OF BASEBALL OUTFIELDS WOULD BE REQUIRED. TOURNAMENT CURRENTLY HELD IN COOPER CITY AND PREVIOUSLY HELD IN LAUDERDALE LAKES. TOURNAMENT IS POSSIBLE THE PERMISSION TO USE FIELDS.

SPECIAL SERVICES – PRIOR TO TOURNAMENTS, THE LINING OF THE FIELD FOR 3V3 PRACTICE. FIELDS DIMENSIONS ARE 30 YARDS BY 40 YARDS.

LIGHTING OF FIELD FOR TRAINING ON TUESDAYS.

EXHIBIT 2

**Insurance Requirements for License Agreement ("Agreement")
between
City of Pompano Beach ("CITY") and PBFC PAL Hammerheads, ("LICENSEE")**

LICENSEE shall not commence operations under the terms of this Agreement until certification or proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY's Risk Manager who can be reached at (954) 786-5555 should you require further clarification regarding the insurance matters contained herein.

The following insurance coverage shall be required of LICENSEE.

- A. **Worker's Compensation Insurance**
Covering all employees and providing benefits as required by Florida Statute 440 regardless of the size of your company. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for an injury sustained by such employees in the course of their employment.
- B. **Public Liability Insurance**
Naming the City of Pompano Beach as an additional insured in connection with the work being done under this Agreement. Policy must include sexual abuse/molestation endorsement rider.
- C. The following **checked types** of insurance and minimum policy limits are required.

Types of Insurance	Limits of Liability		
	Each Occurrence	Aggregate	
<u>Public Liability</u>			
XXX Comprehensive Form			
XXX Premises - Operations	Bodily Injury	\$ 200,000	\$ 300,000
___ Explosion & Collapse Hazard	Property Damage	\$ 50,000	\$ 50,000
___ Underground Hazard	OR		
XXX Products (if items are sold)	Bodily Injury and		
XXX Contractual Insurance	Property Damage		
___ Liquor Legal (if items are sold)	Combined	\$ 300,000	\$ 300,000
XXX Independent Contractors			
XXX Personal Injury	Personal Injury	\$ 300,000	\$ 300,000
<hr/>			
<u>Excess Liability</u>			
___ Umbrella Form	Bodily Injury and		
	Property Damage		
XXX Other than umbrella form	Combined	\$ 1,000,000	\$ 1,000,000

Other:

This certificate or proof of insurance must contain a provision for notification to CITY thirty (30) days in advance of any material change in coverage or cancellation.

Prior to LICENSEE's provision of goods and services under this Agreement, LICENSEE shall furnish proof of the foregoing insurance requirements to the CITY's Risk Manager at Post Office Box 1300, Pompano Beach, FL 33061

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/06/2011

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising	
		PHONE (A/C, No. Ext): 1-800-428-2889	FAX (A/C, No): 1-260-459-5105
		E-MAIL ADDRESS: info@aportainsurance-kk.com	
		PRODUCER CUSTOMER ID #: 10167883	
INSURED PBFC PAL HAMMERHEADS DBA: PBFC Mens Over 30 Soccer League 564 NE 6 Street Pompano Beach, FL 33060 A Member of the Sports, Leisure & Entertainment RPG	CP# 1549	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Mutual Insurance Company	NAIC # 23787
		INSURER B:	
		INSURER C:	
		INSURER D:	

COVERAGES CERTIFICATE NUMBER: 2000025885 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			6BRPG0000004990700	10/01/11 12:01 AM	10/01/12 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Not provided while in Hawaii			6BRPG0000004990700	10/01/11 12:01 A.M.	10/01/12 12:01 A.M.	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL EXCESS MEDICAL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sport: Adult Soccer (ages: 30 & over)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured named above.

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured named above.

CERTIFICATE HOLDER

City of Pompano Beach
1801 NE 6th St
Pompano Beach, FL 33060
Owner/Manager/Lessor of Premises

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

Scott Fendel

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2009/09)

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The ACORD name and logo are registered marks of ACORD



In association with the Broward Sheriff's Office - Police Athletic League
PBFC2007@aol.com

September 8, 2011

City of Pompano Beach
Parks and Recreational Division

RE: Annual Sports Agreement

To Whom it May Concern:

This is to advise that PBFC PAL Hammerheads Inc. does not have a corporate seal. If there are any questions regarding this issue you can contact me at (954)461-4517 or by email.

Respectfully,

James Elder

President

www.PBFC-Hammerheads.com

Received

Date

9-12-11

By:

Anne H.

We strongly believe that young people should practice this sport enjoying themselves, learning to socialize with team mates and new friends and to measure themselves with victories and defeats.

Pompano Beach, Florida 33062



In association with Broward Sheriff's Office - Police Athletic League
PBFC2007@aol.com
www.PBFC-HAMMERHEADS.com

August 1, 2011

City of Pompano Beach
Parks and Recreation Dept.
RE: Background Database Queries

Dear Mr. Nasser:

Please be advised that we have submitted the following individuals names to be cross checked for criminal histories in NCIC. This request was made to the Broward Sheriff's Office. Once the results are received, they will be forwarded to you.

James Elder
VP Brian Horn
Sec. Scott Bejlovec
Treasurer Laura Montenaro

Coaches:

Richard George	Chris Bentley	Robert Raynor
Matthew Elder	Jerome Freeman	Michael Stuart

Respectfully,

James Elder
President

We strongly believe that young people should practice this sport enjoying themselves, learning to socialize with team mates and new friends and to measure themselves with victories and defeats.



Pride in Service with Integrity

Date: 8/15/11

To: Whom it may concern

From: Deputy C. Ingram and K. Bolling (BSO/PAL Representative)

Subject: Criminal Records Checks (PBFC-Hammerheads)

A criminal history check has been conducted on the following individual volunteer coaches as per the Broward Sheriff's Office/ PAL League. Be advised that information obtained is confidential and strictly for the use of determining the eligibility of the individual as a volunteer coach in the PAL League.

If an individual is cleared by BSO/PAL, it does not confirm that there is no criminal history relating to the individual, however, it does constitute that there are no convictions, pleas of guilt or no contest (regardless of adjudication) for any sex offenses – (lifetime), violent felonies – (within 7 years), violent misdemeanors - including domestic violence and battery offenses (within the last 7 years), misdemeanor drug offenses – to include sale, delivery, and distribution (within the last 7 years), nor any misdemeanors relating to children (within the last 7 years).

The individual may dispute the status of the clearance by requesting a copy of public records background information at the appropriate law enforcement agency.

James Elder 8/31/61	PASS	Brian Horn 1/21/67	PASS
Scott Bejlovec 7/1/60	PASS	Chris Bentley 5/20/70	PASS
Laura Montenaro 8/7/59	PASS	Richard George 2/16/72	PASS
Robert Raynor 5/13/69	PASS	Jerome Freeman 1/20/67	PASS
Matthew Elder 9/21/93	PASS	Michael Stuart 7/31/66	PASS

BSO/PAL
Deputy C. Ingram
Deputy K. Bolling

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 22 2007**

PBFC PAL HAMMERHEADS INC
C/O JAMES ELDER
2049 SE 16TH CT
POMPANO BEACH, FL 33062

Employer Identification Number:
02-0804617
DLN:
17053121040007
Contact Person:
BENJAMIN L DAVIS ID# 31465
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
January 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 9, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
January 31, 2012

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

NAME	DOB	Age	ADDRESS
Bejlovec, Katie	08.06.98	99	524 NE 6 ST PB 33060
Bejlovec, Travis	11.30.93	94	524 NE 6 ST PB 33060
Bentley, Chris	05.20.70	30	2580 SE 4 ST PB 33062
Bentley, Fletcher	06.17.94	94	2580 SE 4 ST PB 33062
Chin, Matthew	12.18/96	97	2900 NE 45 St LHP 33064
Curry, Logan	02.24.98	98	2731 NE 52 Ct LHP 33064
Elder, Matthew	09.21.93	94	2049 SE 16 Ct PB 33062
Fonseca, Rhuan	03.03.90	90	1720 NE 27 Ave PB 33062
Freeman, Abbey	12.11.96	97	3899 NW 7 Pl DB 33442
Freeman, Sydney	12.11.96	97	3899 NW 7 Pl DB 33442
Gomes, Kevin	02.04.95	95	210 NW 39 Ct PB 33064
Green, Alex	11.28.94	95	1947 SE 17 CT PB 33062
Green, Andrew	03.11.91	91	1947 SE 17 CT PB 33062
Hererra, Lee	11.16.93	94	1651 NW 2 Ave PB 33060
Hrabovsky, Hannah	03.17.98	98	1409 SE 2 Ave DB 33441
Hrabovsky, Max	03.17.98	98	1409 SE 2 Ave DB 33441
Jean, Romanov	02.24.97	97	209 NW 12 Ct #1 PB 33060
Lenz, Carter	09.12.98	99	2410 NE 33 ST LHP 33064
Loredo, Valentine	01.14.98	98	PB 33064
McCann, Brendan	02.12.95	95	2600 SE 7 St PB 22062
Mondragon, Daniel	02.27.99	99	130 NE 29 ST PB 33064
Mondragon, Victor	05.23.94	94	130 NE 29 ST PB 33064
Prather, Ethan	08.04.98	99	4870 NE 27 Terr LHP 33064
Prather, Matt	04.04.00	00	4870 NE 27 Terr LHP 33064
Raynor, Kade	05.18.00	00	2524 NE 51 ST LHP 33064
Rosales, Kris	04.04.94	16	1382 NE 28 St PB 33064
Sanchez, Brian	02.11.93	17	206 SW 1 Ave #6 PB 33060
Sanchez, Keven	01.16.97	13	206 SW 1 Ave #6 PB 33060
Scalise, Gian	08.09.96	97	2011 W Atlantic Blvd PB 33069
Stuart, Delaney	11.18.97	98	5120 NE 26 TERR LHP 33064
Stuart, Conner	05.02.99	99	5120 NE 26 TERR LHP 33064
Vidal, Breno	04.01.93	17	1321 NE 26 Ct PB 33064
Waiante, Kevin	02.14.92	92	409 NE 19 Ave PB 33061
Wever, Callum	09.18.97	98	1525 NE 49 Ct PB 33064
Wever, Dempsey	04.14.95	95	1525 NE 49 Ct PB 33064

6/10/2011

HAMMERHEADS Soccer

Residents: 23

Non Residents: 12

TOTAL: 35

Exhibit 1



**2015 PBFC TRAINING SCHEDULE AND SPECIAL SERVICE REQUESTS
FEBRUARY 11, 2015**

PRACTICES:

MONDAY – 6PM TO 9PM LIGHTS REQUIRED

WEDNESDAY – 6PM TO 9PM LIGHTS REQUIRED

SATURDAY – 9AM TO 12PM OR 5PM TO 8PM, LIGHTS REQUIRED AT NIGHT

TOURNAMENTS:

2 TOURNAMENTS

WINTER EVENT

SPRING EVENT

ENTIRE WEEKEND

USE OF COMPLEX FOR ALL FIELDS NECESSARY

FIELDS MUST BE LINED IN ACCORDANCE TO EVENT COORDINATOR

SERVICES (BATHROOMS, GARBAGE) MUST BE MAINTAINED

GAMES:

WEEKEND AND NIGHT FIELD USAGE FOR GAMES AND LEAGUE PLAY. NOTICE OF SCHEDULE WILL BE PROVIDED ONCE RECEIVED.

NOTIFICATION FOR GAMES WILL BE PROVIDED AS SOON AS RECEIVED FROM OPPOSING TEAM OR SCHEDULER.

SPECIAL SERVICES:

LINING OF THE FIELD FOR FULL SIDED GAMES

LINING OF FIELD FOR 3V3 PRACTICE, WHEN REQUESTED

LIGHTING OF COMPLEX PRIOR TO DUSK WHEN NECESSARY

WHEN AVAILABLE WITH THE CITY OF POMPANO

The fields for the program will be scheduled per staff from the Parks, Recreation and Cultural Arts Department of the City of Pompano Beach.

Exhibit 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thomas E. Westmaker Ins & Associates License # 0514996 C/O Wilson Paves & Associates License #0E50885 3636 Pegasus Drive Bakersfield CA 93308 INURED Broward Sheriffs Office PAL 2601 W. Broward Blvd. Ft. Lauderdale FL 33312	CONTACT NAME: Janniel Gonzales PHONE (AC No. Ext): (661) 327-3111 FAX (AC No): (661) 327-1262 EMAIL: jgonzales@wilsonpaves.com ADDRESS: jgonzales@wilsonpaves.com INSURER(S) AFFORDING COVERAGE INSURER A Lexington Insurance Company 19437 INSURER B ACE American Insurance Co. 22667 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 14-15 GL & Accident 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	LTA	TYPE OF INSURANCE	ADDL. INSR	INSR	WVR	POLICY NUMBER	POLICY EFF	(MM/DD/YYYY)	POLICY EXP	(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse Ded \$50 Limit \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> ECT. <input type="checkbox"/> LOC				62824741	7/1/2014	7/1/2015			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS									COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
		UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$									EACH OCCURRENCE \$ AGGREGATE \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below									INC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		B Accident/Medical				PTPN04964391	7/1/2014	7/1/2015			Limit \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Pompano Beach Parks and Recreation Services is included as additional insured as required by written contract per attached Form CG2026 1185 with respects to the general liability and only with regards to the operations of the named insured.

CERTIFICATE HOLDER City of Pompano Beach Parks and Recreation Services 1801 NE 6 St. Pompano Beach, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Wilson/JSG
---	---

JN

APPROVED
 RISK MANAGEMENT
 ON 02/06/15
 BY JTM

Meeting Date: 2/24/2015

Agenda Item 18

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

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

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE GC POMPANO PLAT LOCATED ON THAT PARCEL OF LAND LYING EAST OF FEDERAL HIGHWAY (U.S. HIGHWAY #1) AND NORTH OF S.E. 12TH STREET; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, GC Partners LLC, wishes to plat the 0.3732 acre parcel for the purpose of developing a commercial building. The plat is restricted to 4,000 square feet of commercial use. Platting the property allows the owner to provide for utilities, dedicate right-of-way and meet requirements in order to secure a building permit. The applicant has submitted all of their Utility Service Provider letters and a Title Opinion made out to the City; therefore staff finds items from the P&Z Staff Report and Board memorandum have been addressed.

- (1) Origin of request for this action: Jane Storms, Pulice Land Surveyors
- (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
<u>Dev. Serv. Dept.</u>	<u>1/16/2015</u>	<u>Approval</u>	<u>Memo #14-502</u>
<u>City Attorney</u>	<u>2/9/2015</u>	<u>2/13/15</u>	<u>CAC #2015-552</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Advisory Board P&Z Board #15-001

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>2nd Reading</u>	<u> </u>	<u>Results:</u>
<u> </u>	<u> </u>	<u> </u>



City Attorney's Communication #2015-552
February 9, 2015

TO: Christopher J. Clemens, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution Approving the GC Pompano Plat

As requested in your memorandum dated February 5, 2015, Department of Development Services Memorandum No. 15-058, 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, APPROVING THE GC POMPANO PLAT LOCATED ON THAT PARCEL OF LAND LYING EAST OF FEDERAL HIGHWAY (U.S. HIGHWAY #1) AND NORTH OF SE 12TH STREET; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

/jrm
l:cor/dev-srv/2015-552

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE GC POMPANO PLAT LOCATED ON THAT PARCEL OF LAND LYING EAST OF FEDERAL HIGHWAY (U.S. HIGHWAY #1) AND NORTH OF SE 12TH STREET; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Pompano Beach hereby approves the GC Pompano Plat located on that parcel of land lying east of Federal Highway (U.S. Highway #1) and north of SE 12th Street, as described in full on the plat document itself, a copy of said plat is being attached hereto and made a part hereof as if set forth in full.

SECTION 2. That the City Clerk is hereby authorized to certify the approval of said plat by the City Commission by affixing her signature thereto.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm/ds
2/18/15
l:reso/2015-204

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #15-001**

DATE: February 5, 2015
TO: City Commission
FROM: Planning and Zoning Board / Local Planning Agency
SUBJECT: PROPOSED PLAT –GC Pompano
P & Z #14-14000005

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on January 28, 2015, the Board considered the proposed **GC POMPANO PLAT**, located at 1184 S. Federal Highway.

It is the unanimous recommendation of the Board that the proposed plat be approved as submitted.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency



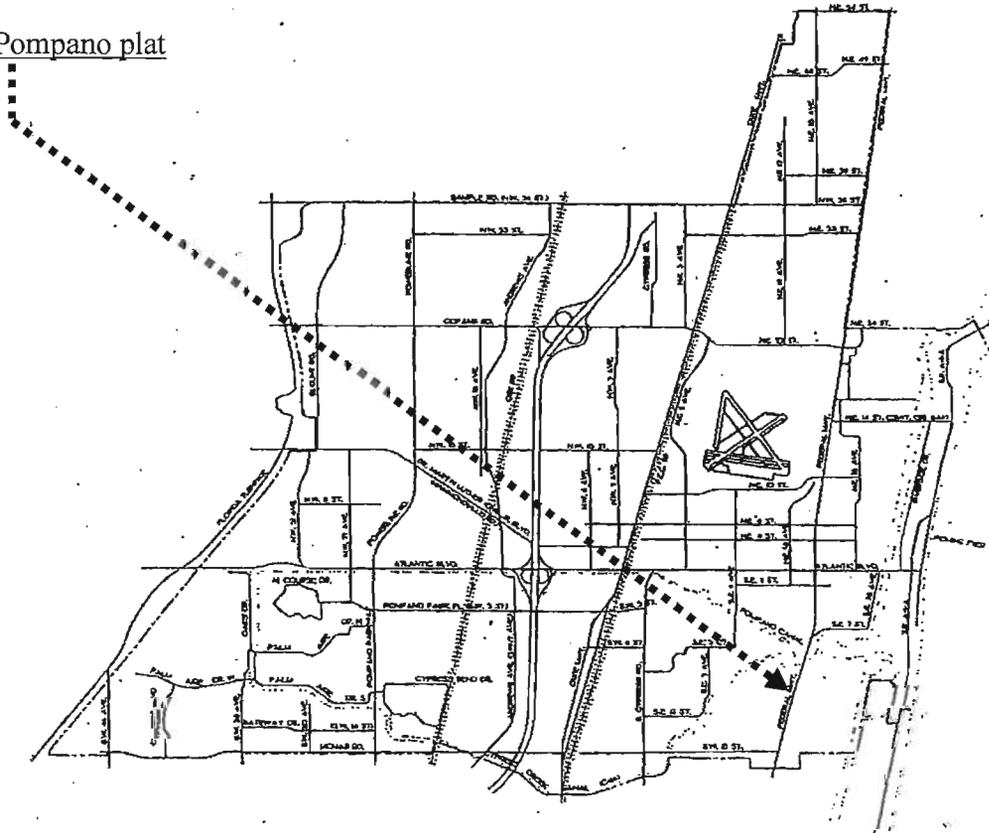
DEPARTMENT OF DEVELOPMENT SERVICES
CITY OF POMPANO BEACH
100 West Atlantic Boulevard - Room 316
Pompano Beach, FL 33060

Administrative Report No. 14-502

Date: January 16, 2015
To: Planning & Zoning Board/ Local Planning Agency
Via: Robin M. Bird, Development Services Director
Paola West, Principal Planner
From: Christopher J. Clemens, AICP Planner
Re: GC Pompano plat

The following is a brief summary of information on the subject and surrounding properties, together with City departments, Development Review Committee and/or utility company comments. The plat is restricted to 4,000 square feet of commercial use on a site area of 16,258 square feet or 0.3732 acres.

GC Pompano plat



LEGEND

FOR LAND USE PLAN

<u>Symbol</u>	<u>Classification</u>	<u>Units/ Acre</u>
	Residential	
L	Low (1-5 DU/AC)	
LM	Low- Medium (5-10 DU/AC)	
M	Medium (10-16 DU/AC)	
MH	Medium-High 16-25 DU/AC)	
H	High (25-46 DU/AC)	
12	Irregular Density	
36	Irregular Density	
* C	Commercial	
CR	Commercial Recreation	
I	Industrial	
T	Transportation	
U	Utilities	
CF	Community Facilities	
OR	Recreation & Open Space	
W	Water	
RAC	Regional Activity Center	
LAC	Local Activity Center	
DPTOC	Downtown Pompano Transit Oriented Corridor	
	Number	



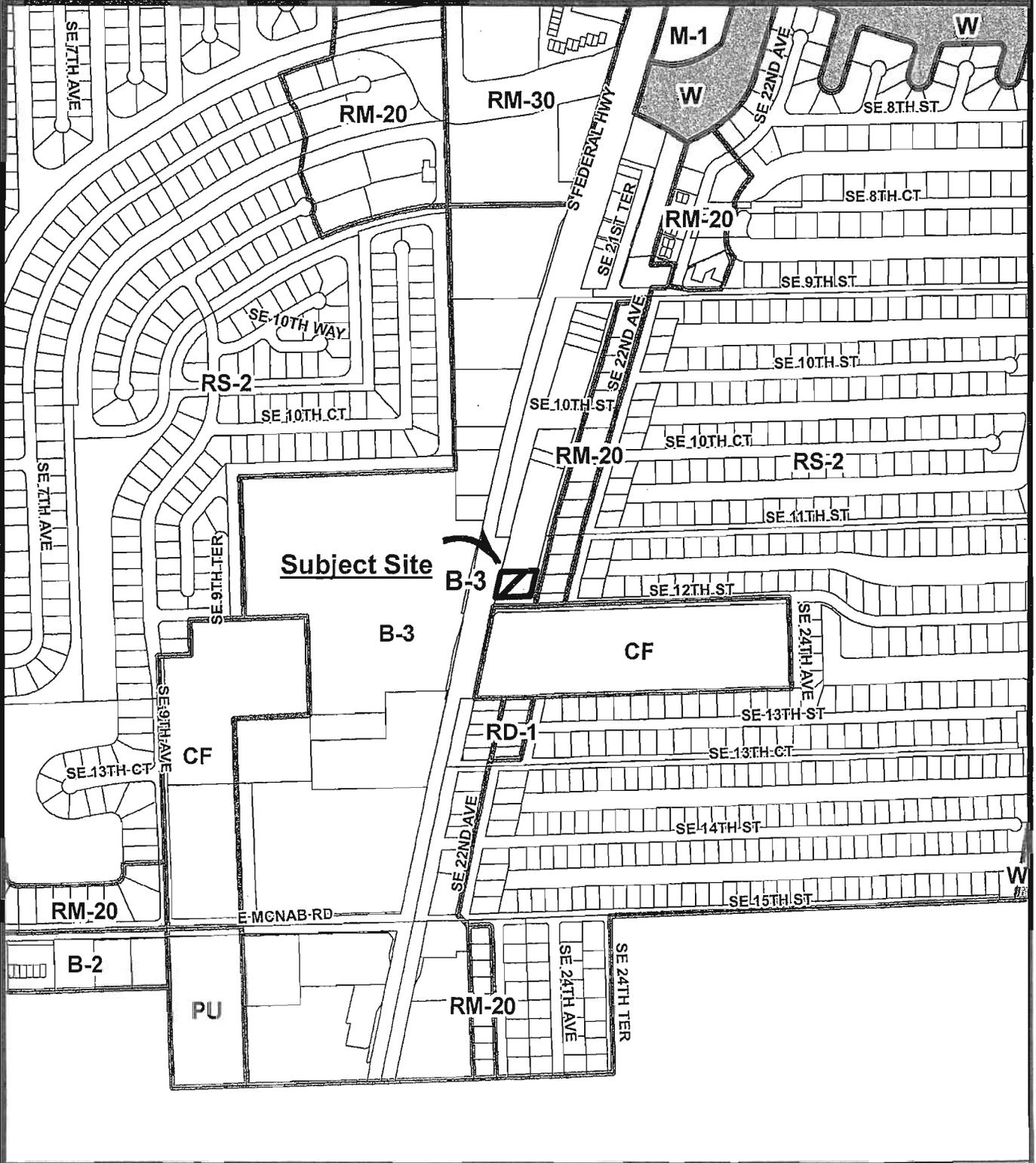
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

*	Existing
>	Proposed

FOR ZONING MAP

<u>Symbol</u>	<u>District</u>
RS-1	Single-Family Residence 1
RS-2	Single-Family Residence 2
RS-3	Single-Family Residence 3
RS-4	Single-Family Residence 4
RS-L	Single-Family Residence Leisureville
RD-1	Two- Family Residence
RM-7	Multiple-Family Residence 7
RM-12	Multiple-Family Residence 12
RM-20	Multiple-Family Residence 20
RM-30	Multiple-Family Residence 30
RM-45	Multiple-Family Residence 45
MH-12	Mobile Home Park
B-1	Limited Business
B-2	Neighborhood Business
* B-3	General Business
B-4	Heavy Business
M-1	Marina Business
CR	Commerical Recreation
I-1	General Industrial
I-1X	Special Industrial
O-IP	Office Industrial Park
M-2	Marina Industrial
TO	Transit Oriented
PR	Parks & Recreation
CF	Community Facilities
PU	Public Utility
T	Transportation
BP	Business Parking
LAC	Local Activity Center
RPUD	Residential Planned Unit Dev.
PCD	Planned Commercial Development
PD-TO	Planned Development - Transit Oriented
PD-I	Planned Development - Infill
RM-45 HR	Multiple-Family Residence 45 High-Rise Overlay
AOD	Atlantic Boulevard Overlay District
CRAO	Community Redevelopment Area Overlay
NCO	Neighborhood Conservation Overlay
APO	Air Park Overlay
DP	Downtown Pompano Beach Overlay

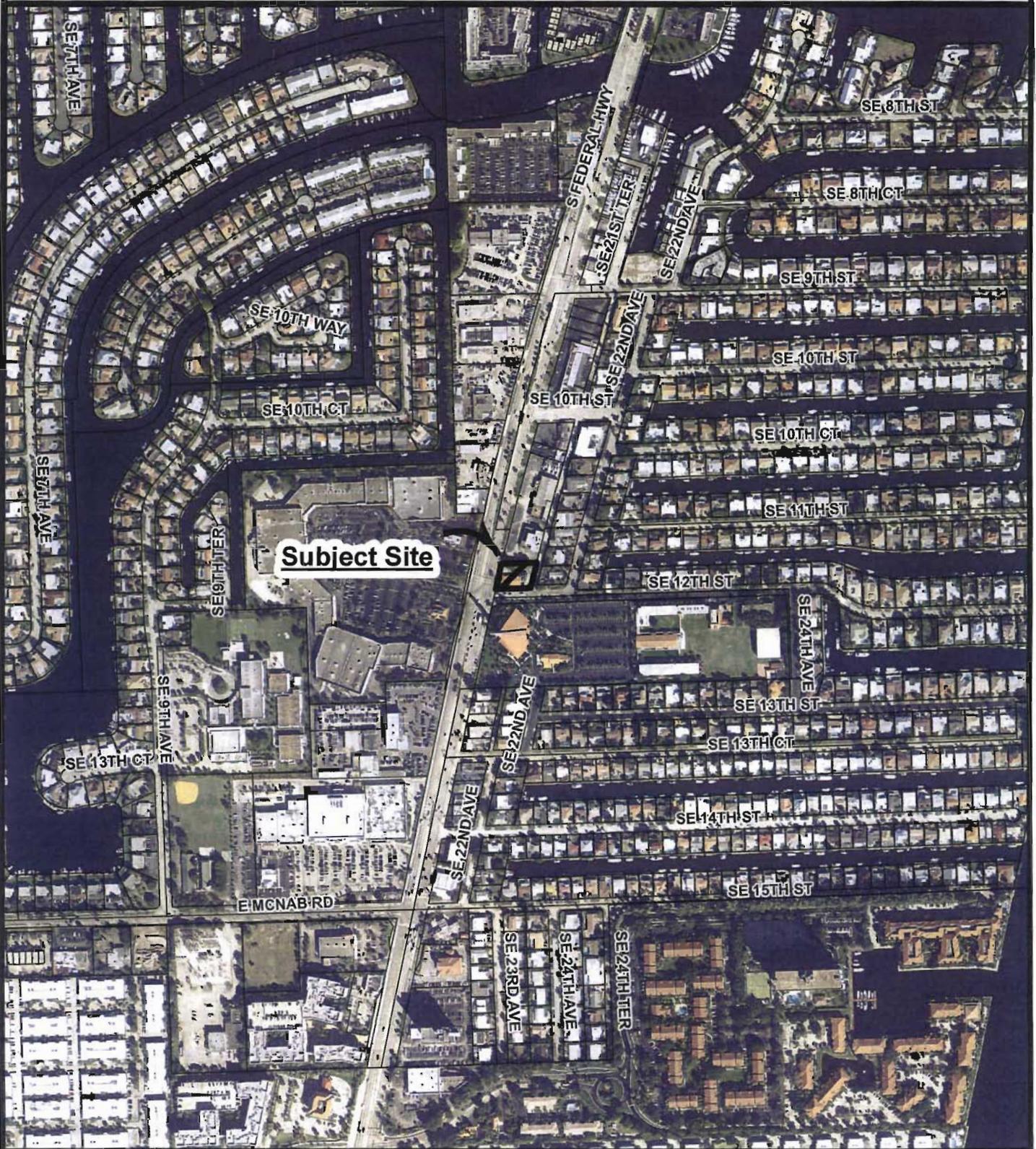
CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 600 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

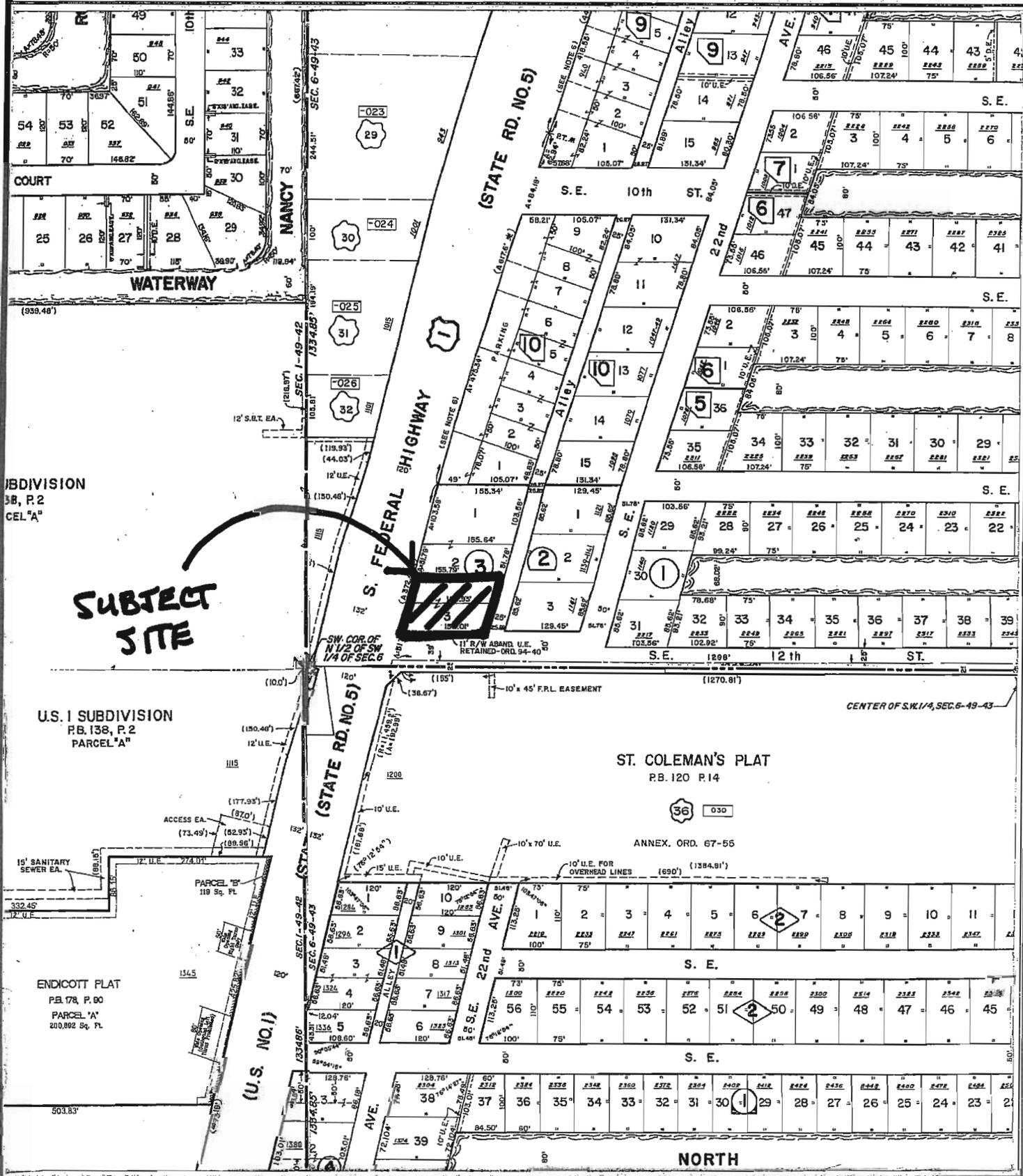


1 in = 600 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



**SUBJECT
SITE**

U.S. 1 SUBDIVISION
P.B. 178, P. 2
CEL. "A"

U.S. 1 SUBDIVISION
P.B. 178, P. 2
PARCEL "A"

ST. COLEMAN'S PLAT
P.B. 120 P. 14

ENDICOTT PLAT
P.B. 178, P. 90
PARCEL "A"
200,862 Sq. Ft.

ANNEX. ORD. 67-55

NORTH

NORTH

SCALE: NTS

Review and Summary

Pursuant to Section 157.31(A) [Major Review: Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled department reports which are summarized below.

This plat was reviewed at a **DRC** meeting held on **10/15/14** and found to be in compliance with Land Development regulations.

PLANNING

All utility service provider letters, including FDOT have been provided. Survey provided electronically shows ROW measurements to centerline; however, the large paper copy is different from the electronic version. Numbering of plat notes skips #5, please revise. Provided Cert of Title & Ownership Encumbrance report; however, we still require a Title Opinion made out to the City. (NOT a plat, but a site plan issue) The "right out" onto US1 is impeded by curb channel cut into property.

ENGINEERING DEPARTMENT

No Comments

FIRE DEPARTMENT

This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

BUILDING DIVISION

No Comments

BSO

No Comments

WASTE MANAGEMENT

No Comments

UTILITIES

No water/wastewater plans provided. Please note there is a 16" force main to the west of this property. Storm water on Federal Highway is provided by FDOT, please ensure BMPs are used to protect both the FDOT system and any COPB storm water assets in the area.

LANDSCAPE REVIEW

Comments will be rendered at time of site plan submittal.

Review and Summary cont.

Teco Peoples Gas:

Our office has reviewed the above referenced Plat for an existing use site, and Pulice Land Surveyors, Inc. is platting the property. There are no gas mains or gas service in in the plans for review; therefore, I am issuing this letter of "NO OBJECTION" for this project.

AT&T:

This letter shall serve as notice that AT&T Florida has no objection. However, the owner/ developer must assume any cost associated with the relocation of utilities if required and a recorded easement will need to be dedicated at the location of the existing AT&T facilities to allow AT&T to provide service to the proposed and/or existing properties.

Comcast:

Comcast is clear and has no objections with the proposed plat application.

FPL:

FPL has no objection to the "GC Pompano," 1184 S. Federal Hwy, Pompano Beach plat as shown on survey dated 5/7/14

FDOT:

Request: Maintain right in only on Federal Highway located at 85' north of SE 12th Avenue (65% Variance) and 40' from driveway to north (84% Variance)

We Approve your Request

This decision is based on your presentation of the facts, site plan and survey - please see the conditions and comments below.

Conditions: A driveway length of 25' minimum at right in/ out driveways and 50' minimum at full access driveways, as measured from the ultimate right-of-way line of the State Road to the first conflict point is required.

- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). A Storm Water Pollution Prevention Plan must be submitted with the application for more than one acre of "disturbed area" as defined by the Florida Department of Environmental Protection (FDEP).
- The applicant's shall donate the right-of-way to the Department if right-of-way dedication is required to implement the improvements,
- All driveways not approved in this letter must be fully removed and the area restored.

Department of Development Services Recommendation

This plat was reviewed at a DRC meeting held on **12/18/13** and found to be in compliance with Land Development regulations.

Development Services staff recommends approval of this plat with the following condition(s):

1. Provide a Title Opinion made out to the City of Pompano Beach.

Sixteen (16) copies of the revised plat must be provided for City Commission review.



City of Pompano Beach
 Department of Development Services
 Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
 Phone: 954.786.4634 Fax: - 954.786.4666

Plat Application

<i>1184 S. Federal Hwy</i>		8-3 <i>B-3</i>
STREET ADDRESS		Zoning District
<i>Pompano Shores</i>	<i>3</i>	<i>3</i>
SUBDIVISION	BLOCK #	LOT #
Applicant's interest in property (Owner, Lessee, Etc)		
Has any previous application(s) been filed? Yes <input type="radio"/> No <input checked="" type="radio"/>		
If Yes, give date of hearing and finding		

Applicant	Landowner (Owner of Record)
<i>Fulice Land Surveyors, Inc</i>	<i>GC Partners, LLC</i>
Print Name and Title	Print Name and Title
<i>John Storms</i>	
Signature	Signature
<i>9-24-14</i>	<i>10-3-14</i>
Date	Date
<i>5381 Nov Hill Rd.</i>	<i>4722 Highway 17, Bypass South</i>
Street Address	Street Address
<i>Sunrise, FL 33351</i>	<i>Myrtle Beach, SC 29588</i>
Mailing Address City/ State/ Zip	Mailing Address City/ State/ Zip
<i>954-572-1777</i>	<i>843-293-7050</i>
Phone Number	Phone Number
<i>jane@fulicelandsurveyors.com</i>	<i>arey.grahamlandsouth.net</i>
Email	Email
Indicate your preferred medium to receive agendas and notifications: <input type="radio"/> Mail <input checked="" type="radio"/> E-Mail	Indicate your preferred medium to receive agendas and notifications: <input checked="" type="radio"/> Mail <input type="radio"/> E-Mail



City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 Fax: 954.786.4666

Plat Application

155.2303. APPLICATION SUBMITTAL AND ACCEPTANCE

A. AUTHORITY TO SUBMIT APPLICATIONS

1. Unless expressly stated otherwise in this Code, applications for a development permit reviewed under this Code shall be submitted by:
 - a. The owner, contract purchaser, or any other person having a recognized property interest in the land on which development is proposed; or
 - b. A person authorized to submit the application on behalf of the owner, contract purchaser, or other person having a recognized property interest in the land, as evidenced by a letter or document signed by such owner, contract purchaser, or other person.
2. If there are multiple owners, contract purchasers, or other persons authorized to submit the application, all such persons shall sign the application or a letter or document consenting to the application.

OWNERS CERTIFICATE

This is to certify that I am the owner of the subject lands described in this **PLAT APPLICATION** and that I have authorized the filing of the aforesaid application.

Owner's Name: GC PARTNERS LLC
(Print or Type) 4722

Address: ~~4736~~B HIGHWAY 17, BYPASS SOUTH #8
MYRTLE BEACH, SC 29588
(Zip Code)

Phone: 843.293.7050

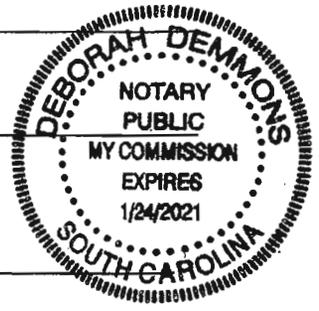
Email address: Carey-graham@landscare.net

[Signature]
(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 3rd day of October 2014.

Deborah Demmons
NOTARY PUBLIC, STATE OF FLORIDA
South Carolina

Deborah Demmons
(Name of Notary Public: Print, stamp, or Type as Commissioned.)



Personally know to me, or
 Produced identification: _____
(Type of Identification Produced)

"GC POMPANO"

A REPLAT OF A PORTION OF LOT 2 AND ALL OF LOT 3, BLOCK 3, POMPANO SHORES SECTION "B", AS RECORDED IN PLAT BOOK 29, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF THE VACATED RIGHT-OF-WAY OF SOUTHEAST 12TH STREET, SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
SEPTEMBER, 2014

LEGAL DESCRIPTION:

THE SOUTH ONE-HALF (S 1/2) LOT 2, AND ALL OF LOT 3, BLOCK 3, POMPANO SHORES SECTION "B", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH ELEVEN (11) FEET OF THE RIGHT-OF-WAY FOR SE 12TH STREET, LYING IMMEDIATELY SOUTH OF LOT 3, BLOCK 3, POMPANO SHORES SECTION "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING 16,999 SQUARE FEET (0.3902 ACRES).

DEDICATION:

STATE OF FLORIDA SS
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS: THAT GC PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS "GC POMPANO", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF: GC PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED, THIS _____ DAY OF _____, 201_ A.D.

WITNESSES:

BY: _____
PRINT NAME _____
TITLE: _____
BY: _____
PRINT NAME _____
TITLE: _____

ACKNOWLEDGMENT:

STATE OF FLORIDA S.S.
COUNTY OF BROWARD

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS OF GC PARTNERS LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO BE THE PERSON DESCRIBED IN AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN EXPRESSED, AND DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 201_

COMMISSION # _____
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC, STATE OF FLORIDA
PRINT NAME _____

MORTGAGEE CONSENT:

STATE OF _____ S.S.
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: THAT STONEGATE BANK, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE DATED NOVEMBER 22, 2013, FILED IN OFFICIAL RECORDS BOOK 50372, PAGE 895, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CONSENT TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED "GC POMPANO", AND TO THE DEDICATIONS AS SHOWN HEREON.

IN WITNESS: THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS AND THE CORPORATE SEAL AFFIXED THERETO THIS _____ DAY OF _____, A.D. 201_

WITNESS: _____
PRINT NAME: _____
BY: _____
PRINT NAME: _____
TITLE: _____

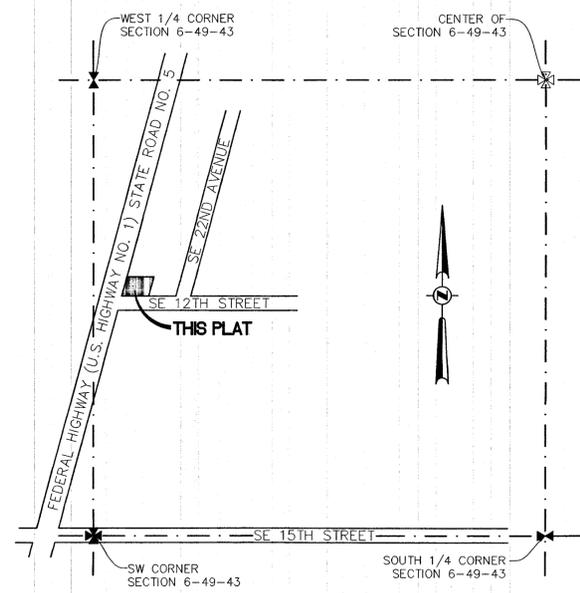
ACKNOWLEDGMENT OF MORTGAGEE:

STATE OF _____ S.S.
COUNTY OF _____

I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME _____ OF STONEGATE BANK, TO ME WELL KNOWN TO BE THE THE PERSON DESCRIBED AND DID NOT TAKE AN OATH AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT HE/SHE EXECUTED THE SAME FREELY AND WHOSE SIGNATURE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 201_

WITNESS: MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, A.D. 201_

NOTARY PUBLIC -- STATE OF _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____



LOCATION MAP

SW 1/4 SECTION 6-49-43
NOT TO SCALE

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND WITH THE APPLICABLE SECTION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS WERE SET THIS _____ DAY OF _____, A.D. 201_ IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177. THE BENCHMARKS SHOWN HEREON ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND CONFORM TO STANDARDS FOR THIRD ORDER WORK. PERMANENT CONTROL POINTS WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

Beth Burns
BETH BURNS
PROFESSIONAL SURVEYOR AND MAPPER NO. LS6136
STATE OF FLORIDA
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA
CERTIFICATE OF AUTHORIZATION NUMBER LB3870
OCTOBER 22, 2014
DATE

GC PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY	MORTGAGEE	PLATTING SURVEYOR	CITY OF POMPANO BEACH	CITY ENGINEER	COUNTY SURVEYOR	COUNTY ENGINEER
---	-----------	-------------------	--------------------------	---------------	-----------------	-----------------

CITY OF POMPANO BEACH PLANNING AND ZONING BOARD:
THIS IS TO CERTIFY: THAT THE CITY PLANNING AND ZONING BOARD OF POMPANO BEACH, FLORIDA, HAS APPROVED AND ACCEPTED THIS PLAT THIS _____ DAY OF _____, 201_ A.D.

BY: _____ THIS _____ DAY OF _____, 201_ A.D.
JIM BEESON

CITY COMMISSION:
STATE OF FLORIDA SS
COUNTY OF BROWARD

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA IN AND BY RESOLUTION NO. _____, ADOPTED BY SAID CITY COMMISSION THIS _____ DAY OF _____, 201_ A.D.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

IN WITNESS WHEREOF: THE SAID CITY COMMISSION HAS CAUSED THESE PRESENTS TO BE ATTESTED BY ITS CITY CLERK AND THE CORPORATE SEAL OF SAID CITY TO BE AFFIXED THIS _____ DAY OF _____, 201_ A.D.

BY: _____ BY: _____
MARY L. CHAMBERS CITY CLERK LAMAR FISHER CITY MAYOR

CITY ENGINEERING DEPARTMENT:
THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 201_ A.D.

BY: _____
ALESSANDRA DELFICO P.E. CITY ENGINEER

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT:
THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 201_ A.D.

BY: _____
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:
THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS _____ DAY OF _____, 201_ A.D.

BY: _____
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS _____ DAY OF _____, 201_ A.D.

BY: _____
EXECUTIVE DIRECTOR OR DESIGNEE

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 _____ DAY OF _____, 201_ A.D.

ATTEST: BERTHA HENRY, COUNTY ADMINISTRATOR
BY: _____ DEPUTY BY: _____ MAYOR, COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT,
COUNTY RECORDS DIVISION-RECORDING SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT WAS FILED FOR RECORD ON THIS _____ DAY OF _____, 201_ A.D., AND RECORDED IN PLAT BOOK _____ AT PAGE _____, RECORD VERIFIED.

ATTEST: BERTHA HENRY, COUNTY ADMINISTRATOR
BY: _____ DEPUTY

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES AND APPROVED AND ACCEPTED FOR RECORD.

BY: _____ DATE: _____
ROBERT P. LEGG, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER: LS4030

BY: _____ DATE: _____
RICHARD TORNESE
DIRECTOR OF ENGINEERING
FLORIDA PROFESSIONAL
FLORIDA REGISTRATION NO. 40263

"GC POMPANO"

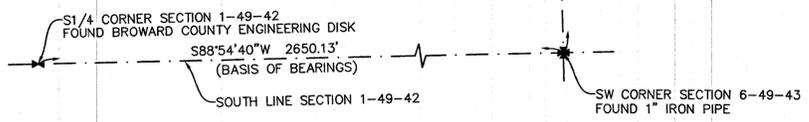
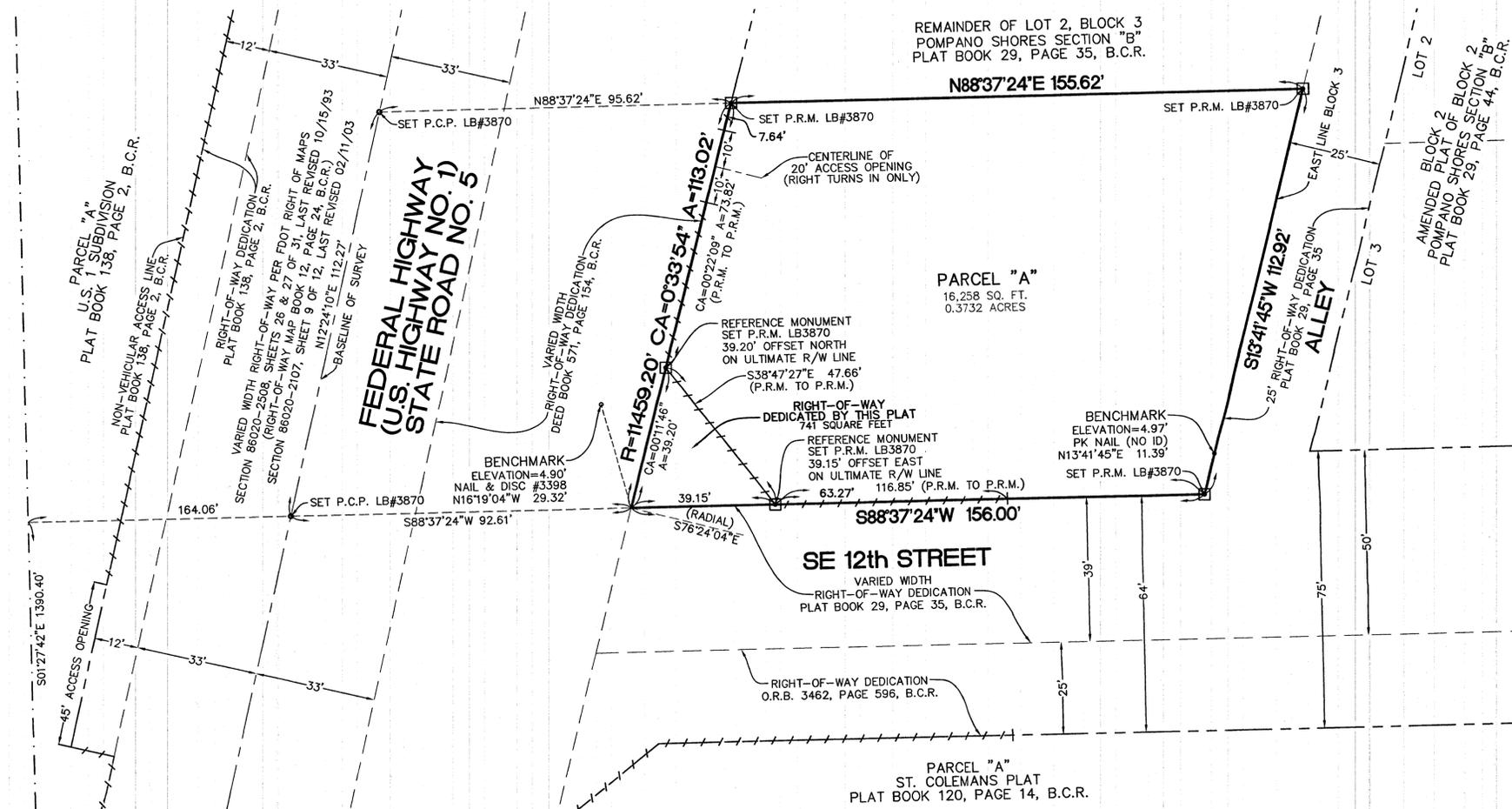
A REPLAT OF A PORTION OF LOT 2 AND ALL OF LOT 3, BLOCK 3, POMPANO SHORES SECTION "B", AS RECORDED IN PLAT BOOK 29, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND A PORTION OF THE VACATED RIGHT-OF-WAY OF SOUTHEAST 12TH STREET, SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

PREPARED BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
954-572-1777
FAX NO. 954-572-1778
SEPTEMBER, 2014

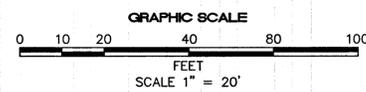
SURVEYORS NOTES:

- 1) THIS PLAT IS RESTRICTED TO 4,000 SQUARE FEET OF COMMERCIAL USE. NO FREE STANDING OR DRIVE-THRU BANK FACILITIES ARE PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR INCREASED IMPACTS.
ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV, D.1.F., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.
THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.
- 2) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929. BROWARD COUNTY BENCHMARK #798A; ELEVATION: 5.708 FEET.
W.H.S. BM #2-K NAIL AND CAP ON SOUTH SIDE OF POWER POLE #3-16DM-3, NORTHEAST OF SOUTH-EAST 24 AVENUE AND SOUTHEAST 15 STREET.
- 3) THE BEARINGS SHOWN HEREON WERE BASED ON THE SOUTH LINE SECTION 1-49-42, BEING S88°54'40"W.
- 4A) IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY 20 THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME: AND/OR
- B) IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY 20 THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME.
- 5) THE FOLLOWING NOTE IS REQUIRED BY THE BROWARD COUNTY SURVEYOR PURSUANT 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.
- 6) THE FOLLOWING NOTE IS REQUIRED BY THE CITY OF POMPANO BEACH, "ALL FACILITIES FOR THE DISTRIBUTION OF UTILITIES OF ELECTRICITY, TELEPHONE, AND CABLE SHALL BE INSTALLED UNDERGROUND."

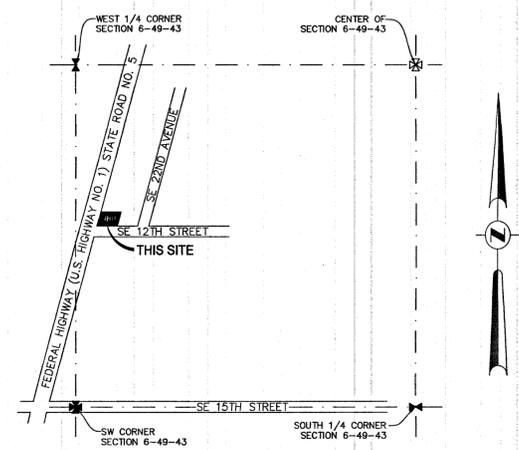
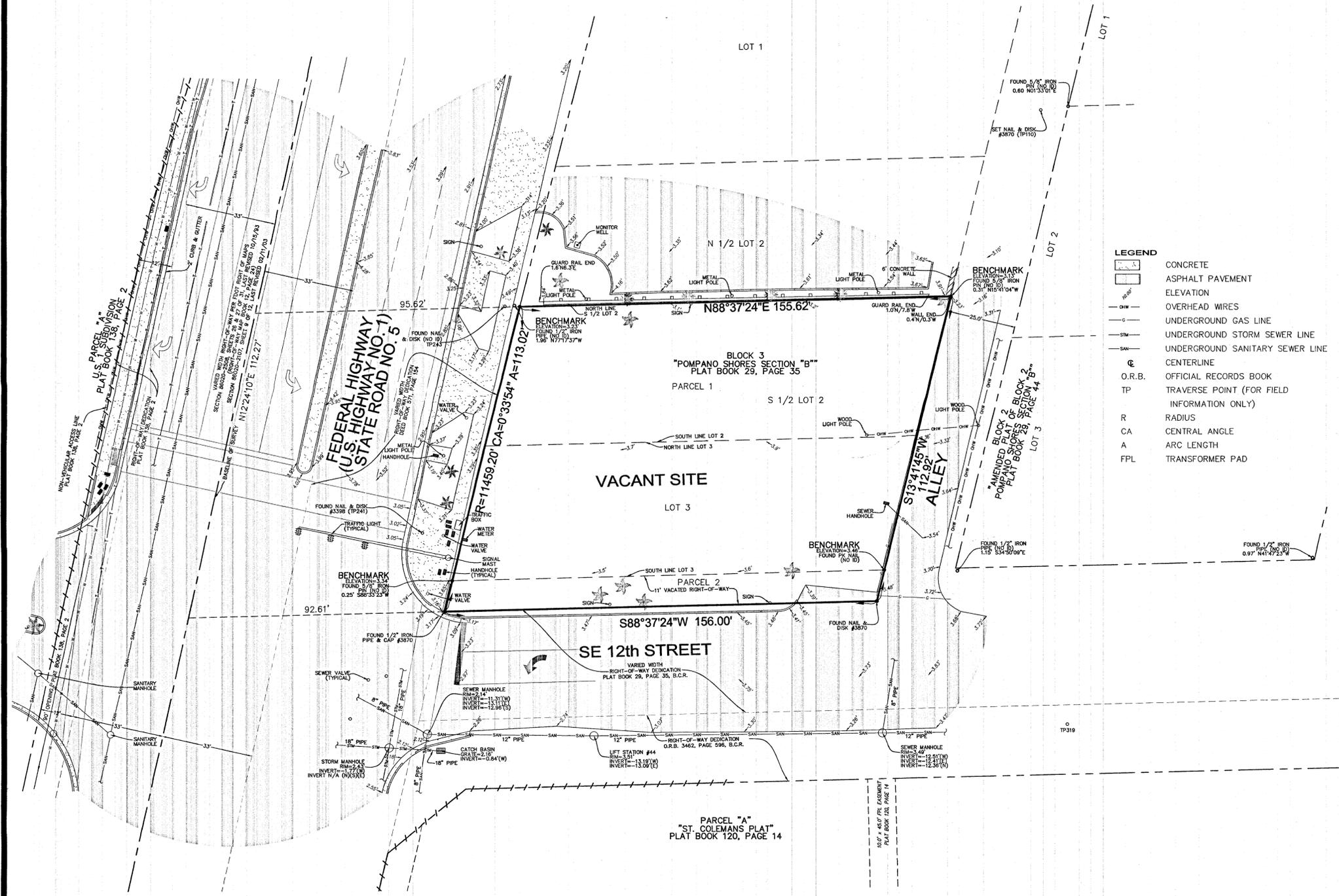


LEGEND:

P.R.M.	DENOTES: PERMANENT REFERENCE MONUMENTS (SET 4"x4"x24" CONCRETE MONUMENT WITH 1.3" BRASS DISC STAMPED "PRM LB3870" UNLESS OTHERWISE NOTED)
PCP	DENOTES: PERMANENT CONTROL POINT.
LB	DENOTES: LICENSED BUSINESS
O.R.B.	DENOTES: OFFICIAL RECORD BOOK
---	DENOTES: NON-VEHICULAR ACCESS LINE
FDOT	DENOTES: FLORIDA DEPARTMENT OF TRANSPORTATION
■	DENOTES: SECTION CORNER
⊙	DENOTES: CENTERLINE
R	DENOTES: RADIUS
A	DENOTES: ARC LENGTH
CA	DENOTES: CENTRAL ANGLE



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 GRAPHICAL 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 THE CITY AND THIS COUNTY.



LOCATION MAP
SW 1/4 SECTION 6-49-43
NOT TO SCALE

LEGAL DESCRIPTION:

PARCEL 1
THE SOUTH ONE-HALF (S 1/2) LOT 2, AND ALL OF LOT 3, BLOCK 3, "POMPANO SHORES SECTION 'B'", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2

THE NORTH ELEVEN (11) FEET OF THE RIGHT-OF-WAY FOR SE 12th STREET, LYING IMMEDIATELY SOUTH OF LOT 3, BLOCK 3, "POMPANO SHORES SECTION 'B'", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 29, PAGE 35, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:

- 1) THIS SITE CONTAINS 16,999 SQUARE FEET (0.3901 ACRES) MORE OR LESS.
- 2) ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BROWARD COUNTY BENCHMARK #0798A; ELEVATION: 4.198 FEET. TO CONVERT THE ELEVATIONS HEREON TO NATIONAL GEODETIC VERTICAL DATUM OF 1929, ADD 1.51 FEET.
- 3) FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #120055 0207G; MAP DATE: 10/2/97.
- 4) THIS SITE LIES IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
- 5) BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 3 BEING S88°37'24"W.
- 6) REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION. BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- 7) THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: EDGEWOOD INVESTMENT PROPERTIES.
- 8) THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
- 9) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. ONLY PLATTED OR KNOWN EASEMENTS ARE DEPICTED HEREON.

CERTIFICATION:

I HEREBY CERTIFY: THAT THIS SKETCH OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DOACS") CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

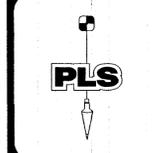
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

[Signature]
JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

NO.	REVISIONS	BY

VACANT SITE
1184 S FEDERAL HIGHWAY
POMPANO BEACH, BROWARD COUNTY
FLORIDA 33062

BOUNDARY AND TOPOGRAPHIC SURVEY



PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777
FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870

DRAWN BY: L.S. SCALE: 1" = 20'
CHECKED BY: J.F.P. SURVEY DATE: 10/16/14 FILE: EDGEWOOD INVESTMENT PROPERTIES
ORDER NO.: 57976



COPYRIGHT 2014 BY PULICE LAND SURVEYORS, INC. ALL RIGHTS RESERVED. NO PART OF THIS SURVEY MAY BE REPRODUCED, IN ANY FORM OR BY ANY MEANS, WITHOUT PERMISSION IN WRITING FROM AN OFFICER OF PULICE LAND SURVEYORS, INC.

Meeting Date: February 24, 2015

Agenda Item 19

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 Boyer</u>
Finance	<u>2/3/15</u>	<u>APPROVE</u>	<u>S. Schible</u>
Budget	<u>2-3-15</u>	<u>APPROVE</u>	<u>S. Schible</u>

 Advisory Board
 Development Services Director
 X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>2/10/15</u> Approved	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>2/24/15</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

ORDINANCE NO. 2015-_____

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 (GTC), 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@ezIQ.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@ezIQ.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.

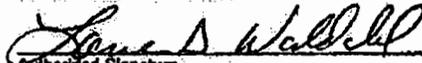
The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to eziQC, LLC for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of eziQC, LLC. The Contractor 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: 7LD0-022712-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: 218 884-1930 / 888 894-1930

Whereas: "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award #FL08-022912-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			Option Year		
	Date	Index		Date	Index
1	January 2011	8938.3	1	January 2013	9457.27
2	February 2011	8988.02	2	February 2013	9453.92
3	March 2011	9010.9	3	March 2013	9455.93
4	April 2011	9027.23	4	April 2013	9463.7
5	May 2011	9034.87	5	May 2013	9519.86
6	June 2011	9052.84	6	June 2013	9542.33
7	July 2011	9080.15	7	July 2013	9551.78
8	August 2011	9083.24	8	August 2013	9545.33
9	September 2011	9115.95	9	September 2013	9551.58
10	October 2011	9148.95	10	October 2013	9563.88
11	November 2011	9173.21	11	November 2013	9569.48
12	December 2011	9179.73	12	December 2013	9607.77
Base Average 9069.8242			Option Average 9545.6617		
Adjustment = Option Average/Base Average 1.0528 = 9545.6617 / 9069.8242					

Price Adjustment: Second Year Index Average = 9346.6617 = 1.0526
Base Year Index Average 9069.8242

AWARD MULTIPLIER x PRICE ADJUSTMENT = OPTION MULTIPLIER

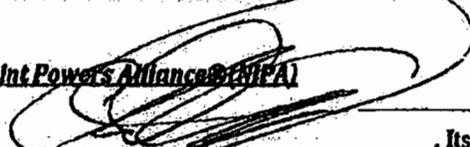
FL06-022912-SCD

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.

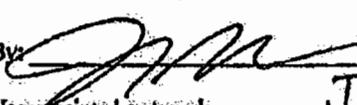
National Joint Powers Alliance (NJPA)

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: _____

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: Will not apply:

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: Shiff 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																						
				<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Installation</td> <td style="text-align: right;">Quantity</td> <td></td> <td style="text-align: right;">Unit Price</td> <td></td> <td style="text-align: right;">Factor</td> <td style="text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">4,340.19</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.00</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.0000</td> <td style="text-align: right;">= 4,340.19</td> </tr> </table>	Installation	Quantity		Unit Price		Factor	Total		4,340.19	x	1.00	x	1.0000	= 4,340.19									
Installation	Quantity		Unit Price		Factor	Total																					
	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																						
				<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Installation</td> <td style="text-align: right;">Quantity</td> <td></td> <td style="text-align: right;">Unit Price</td> <td></td> <td style="text-align: right;">Factor</td> <td style="text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">525.00</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.61</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.1715</td> <td style="text-align: right;">= 990.21</td> </tr> </table>	Installation	Quantity		Unit Price		Factor	Total		525.00	x	1.61	x	1.1715	= 990.21									
Installation	Quantity		Unit Price		Factor	Total																					
	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, Add For use with projects > 500 SF	\$73.80																						
				<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Installation</td> <td style="text-align: right;">Quantity</td> <td></td> <td style="text-align: right;">Unit Price</td> <td></td> <td style="text-align: right;">Factor</td> <td style="text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">525.00</td> <td style="text-align: center;">x</td> <td style="text-align: right;">0.12</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.1715</td> <td style="text-align: right;">= 73.80</td> </tr> </table>	Installation	Quantity		Unit Price		Factor	Total		525.00	x	0.12	x	1.1715	= 73.80									
Installation	Quantity		Unit Price		Factor	Total																					
	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																						
				<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Installation</td> <td style="text-align: right;">Quantity</td> <td></td> <td style="text-align: right;">Unit Price</td> <td></td> <td style="text-align: right;">Factor</td> <td style="text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">9,963.00</td> <td style="text-align: center;">x</td> <td style="text-align: right;">0.44</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.1715</td> <td style="text-align: right;">= 5,135.53</td> </tr> <tr> <td></td> <td style="text-align: right;">Demolition</td> <td style="text-align: right;">10,488.00</td> <td style="text-align: center;">x</td> <td style="text-align: right;">0.22</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.1715</td> <td style="text-align: right;">= 2,703.07</td> </tr> </table>	Installation	Quantity		Unit Price		Factor	Total		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	
Installation	Quantity		Unit Price		Factor	Total																					
	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																						
				<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Installation</td> <td style="text-align: right;">Quantity</td> <td></td> <td style="text-align: right;">Unit Price</td> <td></td> <td style="text-align: right;">Factor</td> <td style="text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">9,963.00</td> <td style="text-align: center;">x</td> <td style="text-align: right;">-0.09</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.1715</td> <td style="text-align: right;">= -1,050.45</td> </tr> </table>	Installation	Quantity		Unit Price		Factor	Total		9,963.00	x	-0.09	x	1.1715	= -1,050.45									
Installation	Quantity		Unit Price		Factor	Total																					
	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, Add For use with projects > 500 SF	\$1,400.60																						
				<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Installation</td> <td style="text-align: right;">Quantity</td> <td></td> <td style="text-align: right;">Unit Price</td> <td></td> <td style="text-align: right;">Factor</td> <td style="text-align: right;">Total</td> </tr> <tr> <td></td> <td style="text-align: right;">9,963.00</td> <td style="text-align: center;">x</td> <td style="text-align: right;">0.12</td> <td style="text-align: center;">x</td> <td style="text-align: right;">1.1715</td> <td style="text-align: right;">= 1,400.60</td> </tr> </table>	Installation	Quantity		Unit Price		Factor	Total		9,963.00	x	0.12	x	1.1715	= 1,400.60									
Installation	Quantity		Unit Price		Factor	Total																					
	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
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,735.00	1.86	1.1715		8,138.53	
			Demolition	3,735.00	0.19	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
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,735.00	0.19	1.1715		831.35	
9	09 53 23 00 0003 0139	MOD	For > 2500 To 4000, Deduct						-\$175.02
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,735.00	-0.04	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
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,500.00	0.24	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
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,500.00	0.94	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
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,500.00	0.16	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
			Installation	Quantity	Unit Price	Factor	=	Total	
				3,500.00	0.36	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 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	
			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
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,700.00	0.18	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
			Installation	Quantity	Unit Price	Factor	=	Total	
				5,700.00	0.22	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	x	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	x	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	x	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	x	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	x	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	x	1.1715	=	558.62	
			Required for Raven heads.						
23	21 13 13 00 0020	EA	Concealed Pendent Sprinkler Heads With Concealed Cover Plate						\$17,482.25
		Installation	Quantity	Unit Price	Factor	=	Total		
			312.00	47.83	x	1.1715	=	17,482.25	
			284 Concealed heads & 28 Raven heads.						
24	22 11 19 00 00238	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	x	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	x	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	x	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	x	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	x	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	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	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	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	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	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	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	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	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	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	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	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	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		
			(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		
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		
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		
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		
			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		
			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		
			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		
			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		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				4.00	49.13	1.1715		230.22		
			(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		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				3.00	5.43	1.1715		19.08		
			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

87	21	22	16	00	0484	EA	Warning Plate For Use Outside Room, Sapphire® Fire Suppression Systems (Ansul 570580)					\$147.80
							Quantity	Unit Price	Factor	=	Total	
						Installation	4.00	x 27.44	x	1.1715	=	128.58
						Demolition	4.00	x 4.10	x	1.1715	=	19.21
82	21	22	16	00	0485	EA	Warning Plate for Use Inside Room, Sapphire® Fire Suppression Systems (Ansul 570581)					\$147.80
							Quantity	Unit Price	Factor	=	Total	
						Installation	4.00	x 27.44	x	1.1715	=	128.58
						Demolition	4.00	x 4.10	x	1.1715	=	19.21
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
							Quantity	Unit Price	Factor	=	Total	
						Installation	4.00	x 89.96	x	1.1715	=	421.55
						Demolition	4.00	x 12.28	x	1.1715	=	57.54
							(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
							Quantity	Unit Price	Factor	=	Total	
						Installation	4.00	x 84.14	x	1.1715	=	394.28
						Demolition	4.00	x 16.38	x	1.1715	=	76.76
							(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
							Quantity	Unit Price	Factor	=	Total	
						Installation	4.00	x 324.53	x	1.1715	=	1,520.75
						Demolition	4.00	x 28.66	x	1.1715	=	134.30
							(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
							Quantity	Unit Price	Factor	=	Total	
						Installation	42.00	x 3.90	x	1.1715	=	191.89
87	23	21	13	23	0021	LF	1-1/2" ASTM A-53 Pipe, Schedule 40, Threaded And Coupled					\$134.32
							Quantity	Unit Price	Factor	=	Total	
						Installation	21.00	x 5.46	x	1.1715	=	134.32
88	23	21	13	23	0035	EA	1" 90 Degree Elbow, 150# Malleable Iron, Black					\$125.77
							Quantity	Unit Price	Factor	=	Total	
						Installation	8.00	x 13.42	x	1.1715	=	125.77
89	23	21	13	23	0037	EA	1-1/2" 90 Degree Elbow, 150# Malleable Iron, Black					\$45.38
							Quantity	Unit Price	Factor	=	Total	
						Installation	2.00	x 19.37	x	1.1715	=	45.38
90	23	21	13	23	0037	0494	MOD	For 300 LB Rating, Add				\$32.50
							Quantity	Unit Price	Factor	=	Total	
						Installation	2.00	x 13.87	x	1.1715	=	32.50
91	23	21	13	23	0099	EA	1" Coupling, Reducing, 150# Malleable Iron, Black					\$65.09
							Quantity	Unit Price	Factor	=	Total	
						Installation	4.00	x 13.89	x	1.1715	=	65.09
92	23	21	13	23	0099	0494	MOD	For 300 LB Rating, Add				\$36.46
							Quantity	Unit Price	Factor	=	Total	
						Installation	4.00	x 7.78	x	1.1715	=	36.46

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	x	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	x	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	x	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	x	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	x	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	x	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	0006	EA	4-11/16" Square Steel Box X 2-1/8" Deep With Cover								\$53.28
						Installation	Quantity		Unit Price		Factor	=	Total		
							3.00	x	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	x	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	x	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'

SHIFF-1 OP ID: CDL



CERTIFICATE OF LIABILITY INSURANCE

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:		
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:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		SLPG-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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPROP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			06427311-6	05/07/2014	05/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	106-46873	03/27/2014	03/27/2015	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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

CANCELLATION

POMPANO City of Pompano Beach Building Department Fax @ 954-786-4666 or 786 4168 100 W. Atlantic Blvd. Pompano, FL 33060	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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REQUESTED COMMISSION ACTION:

Consent	x	Ordinance	Resolution	Consideration/ Discussion	Presentation
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SHORT TITLE 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.

Summary of Purpose and Why:

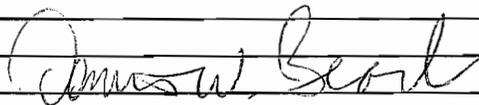
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 131, "OFFENSES AGAINST PERSONS AND PROPERTY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY CREATING SECTION 131.23, "UNSOLICITED PUBLICATIONS," TO PROVIDE FOR DEFINITIONS; DUTIES AND OBLIGATIONS OF PUBLISHERS AND 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
City Attorney	2-2-15		See City Attorney's Comm. #2015-53 
_____	_____	_____	_____
_____	_____	_____	_____



X City Manager



ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading <u>2/10/15</u>	1 st Reading _____	Results: _____	Results: _____
<u>Approved as amended</u>	_____	_____	_____
2 nd Reading <u>2/24/15</u>	_____	_____	_____
_____	_____	_____	_____



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 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.

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.

LOCATIONS. Properties that are zoned Single Family, Single Family Residence RS-1 through RS 4, and only those properties within the City of Pompano Beach.

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 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 to a Location 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 90 days from date of 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
2/11/15
l:ord/ch131/2015-174

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE OR MOTION: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FL APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM IMPLEMENTATION SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ELECTRONIC DATA, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (\$508,150).

Summary of Purpose and Why:

The Utilities Department will be implementing an asset management system to document and track equipment inventory and maintenance at the Reuse Plant and Water Treatment Plants, resulting in better equipment reliability, lower operational cost, and more timely replacement. The City intends on purchasing a software subscription program for the asset management system using cloud based technology and will require a contractor to conduct system implementation. The Tampa Bay Water has recently implemented a nearly identical program at their water plant using a firm named EDI. Tampa Bay procured these services through the Request for Proposal (RFP) process and shortlisted three firms through a ranking system, and entered into negotiations with EDI with the assistance of CH2MHill Consulting Engineers. The City of Pompano Beach intends on piggybacking off this existing contract which has been reviewed and approved by City Purchasing Department. The total proposed hours and overall costs for Pompano Beach will be less than Tampa Bay. Attached is the Piggyback Agreement form and associated exhibits: Exhibit A (Tampa Bay Contract), Exhibit B (Scope of Work), Exhibit C (Insurance), and Exhibit D (Cost Estimate).



Accomplishing this item supports achieving the following Strategy, Initiative and Objective identified in the City's Strategic Plan: **Quality and Affordable Services, Initiative 1.4, Objective 1.4.3, "Implement Asset Management System in Utilities"**.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Utilities Department
- (2) Primary staff contact: A. Randolph Brown /John Sfiropoulos Ext 7044/7009
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$508,150 from CIP 05-886 Water Treatment Plant Maintenance

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities Director	<u>2/4/15</u>	APPROVE	
Attorney	<u>2/6/15</u>	APPROVE	
Finance	<u>2/12/15</u>	APPROVE	
Budget	<u>2-17-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-503

January 30, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Gordon B. Linn, City Attorney
RE: Ordinance – Computerized Maintenance Management Implementation

Pursuant to your memorandum dated January 26, 2015, Engineering Department Memorandum No. 15-67, I have prepared and attached the following form of Resolution:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM IMPLEMENTATION SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ELECTRONIC DATA, 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/2015-503

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM IMPLEMENTATION SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ELECTRONIC DATA, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That an Agreement for Computerized Maintenance Management System Implementation Services between the City of Pompano Beach and Electronic Data, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm/ds
2/17/15
L:ord/2015-188

AGREEMENT FOR COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM IMPLEMENTATION SERVICES

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for computerized maintenance management system implementation services dated _____, 2015, by and between the City of Pompano Beach (hereinafter called CITY) and Electronic Data, Inc., 780 Carillon Pkwy, Suite 100, St. Petersburg, FL, 33716, (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 perform professional services of computerized maintenance management system implementation of Maximo for the Utilities Department as it relates to the asset management program.

This agreement references the terms, conditions, prices and specifications of the agreement between Tampa Bay Water, a Regional Water Supply Authority, and the CONTRACTOR for "Computerized Maintenance Management System Implementation Services" at Tampa Bay Water, 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:

"Computerized Maintenance Management System Implementation Services" at Tampa Bay Water, Award Contract No. 2014-044

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 Tampa Bay Water agreement shall apply.

2. SCOPE OF WORK GENERAL

2.01 GENERAL DESCRIPTION OF WORK

- A. The CONTRACTOR will perform professional services as proposed in **Exhibit B** and as specified in the Tampa Bay Water agreement.

- B. All other required work 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 Tampa Bay Water "Computerized Maintenance Management System Implementation Services" shall constitute a part of this Contract and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **Exhibit C**.

4. CONTRACT TIME

The work under this Contract shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 16-months.

5. COMPENSATION TO BE PAID CONTRACTOR

In consideration of the faithful performance of this Contract by the CONTRACTOR, the CITY will pay to the CONTRACTOR the unit prices as detailed in the Tampa Bay Water agreement.

Exhibit D represents an estimate of the proposed work in the amount of \$508,150 in which 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:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, 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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, 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":

Electronic Data, Inc.

By: Alex S. Walt. J.
Signature

Alexander S. Walter, Jr.
Typed, Stamped or Printed Name

Senior VP
Title

Witnesses:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day
of Feb, 2015 by Alex Walter, as Senior V.P.,
of Electronic Data, Inc., on behalf of the corporation.
He/she is personally known to me or has produced
_____ (type of identification) as identification.

NOTARY'S SEAL:
FLORIDA



DAVID BRANNEN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF045488
Expires 8/14/2017

Florida
NOTARY PUBLIC, STATE OF
David Brannen
(Name of Acknowledger Typed, Printed
or Stamped)

FF045488
Commission Number

EXHIBIT A

AGENDA ITEM C3



DATE: April 7, 2014
TO: Matt Jordan, General Manager
FROM: Charles H. Carden, Chief Operating Officer *CHC*
SUBJECT: Computerized Maintenance Management System Implementation Services
– Award Contract No. 2014-044 to EDI, Inc. - *Approve*

SUMMARY: A comprehensive asset management program is being developed to maintain a reliable water supply and delivery system. Use of Computerized Maintenance Management System (CMMS) software is a key component of the plan. Services under contract 2014-044 will implement and integrate Maximo, the Agency's recently purchased CMMS software package.

RECOMMENDATION: Approve contract 2014-044 with the top-ranked firm EDI, Inc. for Computerized Maintenance Management System Implementation Services in the amount of \$549,050.

COST/FUNDING SOURCE: \$549,050/FY2014 and FY2015 Uniform Rate

DISCUSSION: At its December 2013 meeting, the Board authorized staff to purchase Maximo CMMS software as part of the Agency's ongoing asset management program. CH2M Hill, Tampa Bay Water's asset management program consultant, assisted with development of a Request for Proposals (RFP) for implementation services for the new CMMS software. On January 30, 2014, Tampa Bay Water posted the RFP on Demandstar.com for Contract No. 2014-044, Computerized Maintenance Management System Implementation Services. On February 18, 2014, Tampa Bay Water received proposals from the following firms.

Bahwan Cybertek
Computerized Facility Integration, LLC
EDI
Ensoft Consulting, Inc.
Starboard Consulting
Total Resource Management

A selection committee comprised of Tampa Bay Water staff rated all respondents in several categories including project approach and fee, project team organization and experience, and past performance. The result of the initial ranking was a shortlist of three firms that were interviewed on March 7, 2014. The selection committee applied the same selection criteria after the interviews, resulting in the following final ranking of the shortlisted firms.

EDI
Starboard Consulting
Ensoft Consulting, Inc.

Matt Jordan
April 7, 2014
Page 2

Negotiations with the top-ranked firm were conducted by staff and CH2M Hill. The resulting scope and fee are attached to this agenda item. Highlights of the scope are as follows.

- Development of work processes within the software framework
- Data migration
- Development of custom reports for progress measurement
- Training and role-based user manuals
- Integration of Munis, GIS and SCADA
- Development of strategies for future integrations to be conducted by staff

CH2M Hill recommends approval of Contract 2014-044 for Computerized Maintenance Management System Implementation Services. Staff concurs with this recommendation. The contract has been approved as to form by the Tampa Bay Water General Counsel's office, and a copy is available upon request.

BACKGROUND: Since Tampa Bay Water's inception in 1998, its infrastructure has increased dramatically. In April 2011, the Board adopted the 2011 Strategic Plan. In support of the Board's mission to provide water now and for future generations, the vision to be a leader in innovation and best practices, the value to strive for continuous improvement in everything we do, the goal to achieve a reliable water supply and delivery system, and the strategy to implement a framework for long term regional system reliability, Tampa Bay Water staff are implementing a comprehensive asset management program, similar to several of our member governments, in accordance with the water utility industry best practices.

In July 2013, staff retained the services of CH2M Hill, Inc. through its previous as-needed contract to complete a review and evaluation of the Agency's current Enterprise Maintenance Management System (EMMS). One of the results of that work was a technical memorandum that recommended purchase of a third party CMMS. In October 2013, staff authorized CH2M Hill under their current as-needed contract to assist with final selection and implementation of the new CMMS. An evaluation of Maximo's capabilities and availability through Florida State Contract 252-500-09-1 was performed and resulted in a recommendation to purchase the Maximo software at an initial purchase amount of \$170,000. The Board authorized this purchase at its December 2013 meeting. Procurement of implementation services were started immediately after that Board action.

Attachment



Scope of Work

The following Scope of Work (SOW) documents major tasks and deliverables contained within the project plan (organized by phase and milestone). In addition to the task description, the expected effort, along with start/stop dates for each milestone is included.

Initiate Phase

Initiate Phase Complete

Effort: 83 hours (Estimated 54 Hours Onsite)

Estimated Timeline: 5/5/14 – 5/19/14

The major tasks are:

- Project kickoff preparation
- Conduct the project kickoff
- Onboard the EDI team members
- Setup remote access
- Security/Badging
- Arrange any onsite workspace
- Finalize and submit Project Plan
- Resources: PM, Functional Lead, Technical Lead
- Deliverables: Project kickoff meeting agenda and minutes; Draft and Final Project Plan

Maximo Awareness Training Complete

Effort: 32 hours (Estimated 24 Hours Onsite)

Estimated Timeline: 5/5/14 – 5/12/14

The major tasks are:

- 8 hours of preparation time
- 24 hours (3 days) of instructor-led training
 - Students will watch and listen to the trainer instead of attempting to follow along in front of a machine and perform exercises.
 - Pertinent modules to the implementation will be covered. Please note that while the functionality and features of some of the Maximo bolt-ons, like Maximo Spatial will be included, the trainer will not be accessing or showing a live integration to any external systems. The trainer will rely on alternate materials/screenshots in place of live demonstration in these cases.



- Deliverables: Conduct Awareness Training; Electronic Copies of Training Presentation and Materials

Define Phase

Functional Design Complete

Effort: 276 hours (Estimated 125 Hours Onsite)

Estimated Timeline: 5/12/14 – 6/9/14

The major tasks are:

- Execution of 6 one-day topic-based Workshops, including:
 - Workshop #1 – Organization, Site and GL accounting structure, Asset/Location/Failure Hierarchy structure and processes
 - Workshop #2 – Work Management Processes (including Work Requests, Planning, Scheduling, Execution, and Closeout processes), Permit to Work and Operator Log Book
 - Workshop #3 – Maintenance Planning processes (Preventive Maintenance and Job Plans)
 - Workshop #4 – People, Labor, Qualifications, Security, Groups
 - Workshop #5 – Custom Report Specifications, Reporting Environment (Start Center design, KPI's and Reports)
 - Workshop #6 – Technical Workshop for Integration to MUNIS, GIS*, Enterprise DB, SCADA, HP Trim*

(*see Additional Assumptions section)

- Documentation and client review for each of the workshop session notes
- A single functional requirements document, compiled from the workshop session notes
- A Data Migration Plan, outlining the plan for capturing and migrating data to and from environments throughout the life of the project
- An updated Project Plan, including a plan for the Development Iterations
- Assistance with the Hardware and Architecture Design. The assistance will be provided by an EDI technical resource
- Each workshop will have 2 resources present. One to facilitate, and one to document the workshop discussion and decisions
- Deliverables: Workshop Output Documents for each session; Draft and Final Functional Requirements Document; Data Migration Plan; Updated Project Plan



Integration Strategy Complete

Effort: 52 hours (Estimated 24 Hours Onsite)

Estimated Timeline: 5/27/14 – 6/4/14

The major tasks are:

- An Integration Strategy meeting with Tampa Bay Water to review Hardware and Infrastructure
- Documentation of the Integration Strategy
- Deliverables: Integration Strategy Meeting Agenda and Minutes; Final Integration Strategy Document

Configuration Management Plan Complete

Effort: 36 hours (Estimated 6 Hours Onsite)

Estimated Timeline: 6/4/14 – 6/9/14

The major tasks are:

- Meeting to discuss and agree on environments, deployment strategies, and configuration management plans
- A document that summarizes the discussion and decisions in the plan
- Deliverable: Draft and Final Configuration Management Plan

Develop Phase

Technical Designs Complete

Effort: 164 hours (Estimated 76 Onsite Hours)

Estimated Timeline: 6/5/14 – 7/1/14

The major tasks are:

- Hardware and Infrastructure Setup
- Build the Development Environment per the Configuration Management Plan – EDI technical resource will install the product in a development environment.
- Conduct Development Packet Prioritization/Scheduling Session
 - Adjust Initial Iteration Schedule as Required
 - Produce Prioritized Iteration Work List
- Produce Technical Designs – Technical designs are limited to complex configurations and integrations only.
- Technical Design Review and Feedback Loop



- Resources involved: PM, Functional, and Technical resources, Tampa Bay Water Technical resources for Hardware and Infrastructure setup and support while software installation occurs.
- Deliverables: Completed Development Environment; Prioritization/Scheduling Meeting Agenda and Minutes; Draft and Final Technical Designs

Development Iterations (3 Iterations, planned resource: 3 developers)

Effort: 1450 hours (Estimated 553 Hours Onsite)

Estimated Timeline: 7/1/14 – 9/16/14

For each iteration, the major tasks are:

- Conduct Iteration Kickoff & Scope Review
- Iteration Development
 - Iteration #1, 598 hours – Maximo System Configuration*
 - Iteration #2, 426 hours – Integrations
 - Iteration #3, 426 hours – Integrations

(*see Additional Assumptions section for detail)

- Mid-Iteration Walk Through / Check Point
- Develop Test Scripts
- End of Iteration Walk Through
- Produce Iteration Summary Report
- Feed Iteration Issues/Findings to Work List
- Resources: 3 developers, functional lead
- Deliverables: Mid and End of Iteration Walk Through Meetings for each Iteration; Iteration Summary Reports for each Iteration; Compiled Worklist; Configured Maximo Implementation; Configured Integrations between Maximo and other Systems

Report Development Complete

Effort: 144 hours (Estimated 138 Hours Onsite)

Estimated Timeline: 7/1/14 – 9/16/14

For each report, the major tasks are:

- EDI reviews the report specification template with Tampa Bay Water (carry-over from Workshop #5)
- Tampa Bay Water completes initial draft of report specifications for each report.
- Tampa Bay Water and EDI conduct a meeting to confirm content and complete report specifications for each report (a total of 5)



- EDI builds and deploys the report per the specification (120 hours). This activity will be conducted on-site at Tampa Bay Water to allow for efficient review/confirmation of report completion and facilitate knowledge transfer. (Please note that no specific commitment to train Tampa Bay Water employees on report writing is being made as part of this activity, but EDI will be accessible during this activity to show how they are developing the reports as long as deadlines are not being put in jeopardy.)
- Requested Changes to reports are considered enhancements and will be prioritized with other development activities per the work list prioritization process.
- Deliverables: Report Specifications Confirmation Meeting Agenda and Minutes; 5 Custom Reports

Development Data Migration Complete

Effort: 166 hours (Estimated 48 Hours Onsite)

Estimated Timeline: 5/5/14 – 7/30/14

Data gathering and loading into the Development (DEV) environment is a 4 step process. Those steps are:

- 1 - Tampa Bay Water and CH2M HILL will collect data and log data into a SQL database. As a result of the workshops, EDI will assist in defining which attributes need to be collected for various types of objects.
- 2 - EDI will provide templates to Tampa Bay Water that will match what is necessary for data loading into Maximo. The templates are limited to the data objects that are being loaded.
- 3 - EDI will train Tampa Bay Water on how to populate the templates based upon the data being collected.
- 4 - EDI will take the data provided in the templates and load the data into Maximo. There will be no transformations of any provided data.
- EDI will perform no more than 3 distinct data loads of the completed templates:
 - One data load into Development
 - One data load into Test (for User Acceptance Test activities)
 - One data load into Production (for Go-Live)
 - Unless critical system functionality is impacted, there will not be incremental data loads of any data object in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor and Security Groups
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
 - Vendors, Manufacturers (from MUNIS)
 - Regulatory Permits and Permit Condition Requirements (into HSE module)
- The list of objects that will not be data loaded into the system are:



- Inventory and Items
- Purchase Requisitions, Purchase Orders and Invoices
- Historical Work Orders
- Deliverables: Excel templates to Gather Data; Template Use Training; Completion of Data Migration into Development, Test and Production

Training Materials

Effort: 200 hours (Estimated 50 Hours Onsite)

Estimated Timeline: 8/12/14 – 9/16/14

- EDI will build role-based Training Material for this implementation.
- The exact number of roles and use cases per role will be defined in the Define Phase of the implementation.
- For estimation purposes, EDI will create 6 role (operator, mechanic, planner, supervisor, regulatory, & administrator) based training manuals and 1 basic navigation training manual:
 - Operator – Focused on Operators Logs, Work Requesting, Work Execution
 - Mechanic – Focused on Work Execution
 - Planner – Focused on Work Order Creation, Work Order Planning, Work Order Scheduling, and Permit to Work
 - Supervisor – Focused on Work Order Creation, Work Order Planning, Work Order Scheduling, Preventive Maintenance Creation/Update, and Job Plan Creation/Update
 - Regulatory – Focused on Permit to Work and Managing Personnel Qualifications
 - Administrator – Focused on common system administration activities including basic configuration, workflow, security, report administration, and the integration framework.
 - Basic Navigation, Querying, and Reports – For all roles, focused on navigating the system, finding/updating records, and running reports.
- The overall scope of the training manual creation will be limited to 21 distinct Use Cases across all manuals (with the System Administration and Basic Navigation manuals excepted.) A Use Case is defined as a finite business process with a beginning and end. An example would be “Create New Job Plan” or “Create a new location”. Work Order creation, planning, execution, and closeout would be viewed as 4 distinct Use Cases.
- Each training manual will include a description of the overall Role, the areas of the system that role will interact with, and a step-by-step procedure for each of the Use Cases defined for the role. The training manuals will include screenshots.
- For each Training Manual, the major tasks are:
 - EDI will recommend a list of the Use Cases to include in the Training Manual, based upon the outcome of the Define Phase. Tampa Bay Water will review and agree to the Use Cases.
 - EDI will build the Training Manual and turn it over to Tampa Bay Water for review.
 - Tampa Bay Water will review the Manual for correctness and clarity.



- Additional content will be Tampa Bay Water's responsibility.
- Deliverables: 6 Role-Based Customized Training Manuals, 1 Basic Navigation and Querying Training Manual

Validate Phase

Install Testing Environment Complete

Effort: 88 hours (Estimated 64 Hours Onsite)

Estimated Timeline: 9/16/14 – 10/1/14

The major tasks are:

- Installation and the initial configuration of software from the DEV environment into the TEST environment
- Testing of the Data loaded into the system for issues
- Dry run by EDI of User Acceptance Test (UAT) scripts to confirm installation of packages and configurations
- Deliverables: Test Scripts; User Acceptance Test Strategy; Initial Configuration in Test Environment

User Acceptance Testing Complete

Effort: 232 hours (Estimated 128 Hours Onsite)

Estimated Timeline: 10/1/14 – 10/31/14

The major tasks are:

- Execution of User Acceptance Testing Cycle 1
 - Identify and Train Tampa Bay Water staff on testing process
 - Testing ensures pass/fail of steps outlined in Test Scripts
- Resolve all Cycle 1 discrepancies in the DEV environment to be verified and deployed to the TEST environment
- Execution of User Acceptance Testing Cycle 2
- Produce UAT documentation
 - Issue fix verification
 - Summary report
- Deliverables: Completed User Acceptance Test; User Acceptance Test Summary Report

EDI is responsible for ensuring that all configurations and fixes have been tested prior to deployment to the Tampa Bay Water environments. Tampa Bay Water is responsible for testing and accepting all configurations and all fixes that have been installed into the Tampa Bay Water environment. Upon



completion of this cycle, the User Acceptance Cycle (and therefore, development) will be considered complete.

Deploy Phase

Training Complete

Effort: 156 hours (Estimated 156 Hours Onsite)

Estimated Timeline: 10/31/14 – 11/14/14

The major tasks are:

- Deliver Role Based Training – Training to be accomplished over a 2 week period immediately prior to go-live. Estimates call for:
 - 8 Total days of role-based sessions for power users and end users. The breakout of these sessions are to be determined after specific roles and training manuals are defined.
 - One 2-day system administration session
 - The remainder will be for open-house style training where a trainer is available across shifts to cover any number of topics.
- An estimated 156 hours will be expended for this task.
- Deliverable: End-user Training; System Administration Training

Go-Live

Effort: 152 hours (Estimated 146 Hours Onsite)

Estimated Timeline: 10/31/14 – 11/14/14

The major tasks are:

- Build the Production Environment – This task will require a combination of Tampa Bay Water and EDI resources to accomplish.
 - Production Maximo System Installation
 - Tampa Bay Water workflows, configurations and integrations installed
- Develop Go-Live Execution Plan. Joint effort for the entire project team.
- Execute Go-Live Execution Plan
 - Perform Production Data Load
 - Perform Additional Startup Activities per Go-Live Execution Plan
- Go Live – Targeted for 11/14/14. This date subject to change. This is the date Tampa Bay Water staff will be able to log on and begin using Maximo.



- Deliverables: Go-live Execution Plan; Completed Production Environment; Completed Production Data Load

Operate Phase

Bubble Support

Effort: 80 hours (Estimated 80 Hours Onsite)

Estimated Timeline: 11/14/14 – 11/28/14

The major tasks are:

- To deliver on-site support in the immediate weeks after deploying the system.
- EDI will supply one resource for 2 weeks to cover all Tampa Bay Water locations and shifts.
- Bubble Support effort is limited to helping users and fixing issues related to what was delivered as part of the project implementation. New development will not be started as part of Bubble Support. System fixes to the system may be developed and deployed during this phase to accomplish previously agreed upon functionality where “system fix” is defined as something that is not working as designed or intended per the requirements and user acceptance testing.
- Deliverable: Project Bubble Support

Project Closeout

Effort: 16 hours (Estimated 16 Hours Onsite)

Estimated Timeline: 11/28/14

The major tasks are:

- To meet with Tampa Bay Water at the close of the project. Final acceptance and sign-off of the system will be completed at the end of the Bubble Support period. Training manuals and other relevant documents will be updated to the final “as-built” condition prior to Tampa Bay Water final acceptance and payment of the final invoice.



Additional Assumptions

The following assumptions are associated with this Statement of Work.

Maximo Configuration

1. Core Maximo configuration will be limited to the following modules:
 - a. Administration Module – All components
 - b. Assets Module – All components
 - c. Planning Module – All components
 - d. Preventive Maintenance Module – All components
 - e. Self Service Module – Service Requests only
 - f. Work Order Module – All components
 - g. Purchasing Module – Companies only
 - h. Contracts Module – Warranty Contracts (for Asset Warranties) only
 - i. Financial Module – All components
 - j. IT Infrastructure Module – Implementation not required
 - k. Integration Module – All components
 - l. Security Module – All components
 - m. System Configuration – All components
 - n. Inventory Module – Implementation not required
 - o. Change Module – Implementation not required
 - p. Release Module – Implementation not required
 - q. Service Desk Module – Service Requests only
2. Add-on Maximo solutions implementation/configuration will be limited to the following:
 - a. Maximo Add-on Everyplace – Solution installed. Sets of mobile screens configured for Work Order Tracking and Assets on one mobile platform only.
 - b. Maximo Add-on Scheduler – Solution installed. All components configured.
 - c. Maximo Add-on Spatial – Solution installed. All components configured.
 - d. Maximo Add-on HSE – Solution installed. Implement/configure Operator Logbook, Qualifications, Permit Types and Permit to Work applications only.

Custom Reports (Maximum of 5)

1. Tampa Bay Water will work with EDI to develop and provide a detailed specification for each report along with a sample (or desired layout). The detailed specification will include a map that connects each report field to a Maximo field. Any calculations will be documented in the specification. If a query already exists, that will be provided.

Integrations

1. Integrations included in the configuration scope:



- a. MUNIS – Integration scope is limited to the following: Maximo will send a transaction to MUNIS when a Work Order is created in Maximo. MUNIS will send a cost transaction (labor and material only) to Maximo. Maximo will send a transaction to MUNIS when the Work Order is closed (to stop additional charges from accruing). Vendor list one-way synchronization from MUNIS.
- b. GIS (Spatial) – Integration scope is limited to surfacing Work Orders, Assets and Locations on maps in GIS. EDI will work with Tampa Bay Water to develop a strategy for a future integration effort to migrate the GIS linear asset segment information (pipelines) into the Maximo asset registry. This will be discussed during the Integrations workshop and will be a component of the Integration Strategy document. The actual integration of the pipeline information will not be part of this scope.
- c. SCADA – Integration scope is limited to populating Meter Readings in Maximo for assets or locations that will have a Preventive Maintenance or Condition Monitoring record tied to that Asset / Location / Meter combination.
- d. HP Trim – EDI will work with Tampa Bay Water to develop a strategy for a future integration effort to complete links to relevant plan/specification/O&M manual documents into Job Plans. The strategy and methodology for completing the links will be documented for each of the identified links. This will be discussed during the Integrations workshop and will be a component of the Integration Strategy document. Actual development of any portion of this integration will not be part of this scope.

Data Collection and Migration

EDI will work with Tampa Bay Water to migrate and load data into Maximo for this project. Below are the assumptions for Data Collection and Migration:

- Tampa Bay Water and CH2M HILL will collect data and log data into a SQL database. As a result of the workshops, EDI will assist in defining which attributes need to be collected for various types of objects.
- EDI will provide templates to Tampa Bay Water that will match what is necessary for data loading into Maximo.
- EDI will train Tampa Bay Water on how to populate the templates based upon the data being collected.
- EDI will take the data provided in the templates and load the data into Maximo. There will be no technical transformations of any provided data.
- EDI will perform no more than 3 distinct data loads:
 - One data load into Development
 - One data load into Test (for UAT activities)
 - One data load into Production (for Go-Live)



- Unless critical system functionality is impacted, there will not be incremental data loads in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor and Security Groups
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
 - Vendors, Manufacturers
 - Regulatory Permits
- Objects that will not be data loaded into the system are:
 - Inventory and Items
 - Purchase Requisitions, Purchase Orders and Invoices
 - Historical Work Orders

Requirements Review

Tampa Bay Water has contracted CH2M HILL to conduct business process reengineering and to produce and document these business requirements. At the conclusion of that effort, EDI shall review these requirements for fit and completeness against out of the box Maximo 7.5 functionality and the specific requirements outlined in this Scope of Work and shall identify, document, and communicate any gaps to Tampa Bay Water. Both EDI and Tampa Bay Water shall review these gaps. If the gaps differ significantly from the Scope of Work, a Change Order may be negotiated if warranted.

ATTACHMENT



Cost and Fees

The table below shows the list of tasks, a number of hours per task and the types of resource(s) necessary to perform the work.

Milestone	Hours	Resource Type(s)	Cost
Initiate Phase Complete	83	PM, Consultant, Senior Systems Developer	\$12,450.00
Maximo Awareness Training Complete	32	PM, Consultant, Senior Systems Developer, Trainer	\$4,800.00
Functional Design Complete	276	PM, Consultant, Senior Systems Developer	\$41,400.00
Integration Strategy Complete	52	PM, Consultant, Senior Systems Developer	\$7,800.00
Configuration Management Plan Complete	36	PM, Senior Systems Developer	\$5,400.00
Technical Designs Complete	164	PM, Consultant, Senior Systems Developer	\$24,600.00
Development Iteration 1 Complete	598	PM, Consultant, Senior Systems Developer, Software Quality Analyst	\$89,700.00
Development Iteration 2 Complete	426	PM, Consultant, Senior Systems Developer, Software Quality Analyst	\$63,900.00
Development Iteration 3 Complete	426	PM, Consultant, Senior Systems Developer, Software Quality Analyst	\$63,900.00
Report Development Complete	144	PM, Senior Systems Developer	\$21,600.00
Training Materials Complete	200	Trainer	\$30,000.00
Development Data Migration Complete	166	PM, Senior Systems Developer, Data Analyst	\$24,900.00
Install, Testing Environment Complete	88	PM, Senior Systems Developer, Data Analyst	\$13,200.00
User Acceptance Testing Complete	232	PM, Consultant, Senior Systems Developer	\$34,800.00
Training Complete	156	PM, Consultant, Senior Systems Developer, Trainer	\$23,400.00
Go Live	152	PM, Consultant, Senior Systems Developer	\$22,800.00
Bubble Support	80	PM, Consultant, Senior Systems Developer	\$12,000.00
Execute Project Closeout Process	16	PM, Consultant, Senior Systems Developer	\$2,400.00
Owner's Allowance		PM, Consultant, Senior Systems Developer, Trainer	\$50,000.00
Grand Total Hours	3,327		Grand Total Cost \$549,050.00

*This item is dependent upon Tampa Bay Water identifying additional work that is out of scope and agreeing to an estimated cost of effort.

For this implementation, per Tampa Bay Water Administrative Policy #650-15, EDI will offer the "Hourly Rate – all inclusive method" of \$150.00/hour. Billing will be on a Time and Materials Basis with appropriate backup provided as required by the Policy. Task compensation values may be adjusted with written authorization of Tampa Bay Water.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services is made this 21st day of April, 2014 by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida created and existing pursuant to Sections 163.01, 373.713 and 373.715, Florida Statutes (**TAMPA BAY WATER**), and **Electronic Data, Inc.** (**CONSULTANT**), a corporation in the State of Florida and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONSULTANT to provide certain professional services consisting of Computerized Maintenance Management System Implementation Services; and

WHEREAS, TAMPA BAY WATER has selected CONSULTANT in accordance with TAMPA BAY WATER's procurement policy, and applicable provisions of Law; and

WHEREAS, CONSULTANT desires to provide the professional services required by TAMPA BAY WATER with respect to the Project, as hereinafter defined;

NOW, THEREFORE, in consideration of the premises set forth above, and of the mutual promises set forth below, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1.0 **DEFINITIONS.** The following terms as used in this Agreement shall have the following meanings:

- 1.1 Agreement - This written document, as it may be amended from time to time in accordance with paragraph 21.2 hereof.
- 1.2 Date of Commencement - The date on which TAMPA BAY WATER delivers to CONSULTANT written notice to proceed with the Services.
- 1.3 Law - All laws, statutes, rules, regulations, ordinances, codes and/or orders applicable to the Services.
- 1.4 Project - The professional services for Computerized Maintenance Management System Implementation.
- 1.5 Services - The services as provided for in Schedule "A", as well as any and all obligations, duties and responsibilities required of CONSULTANT pursuant to this

Agreement. The term "Services" shall also include all Additional Services which are subsequently authorized in writing by TAMPA BAY WATER.

- 1.6 Additional Services – Subject to Section 11 hereof, any services that are authorized in writing by TAMPA BAY WATER subsequent to the execution of this Agreement by amendment in accordance with paragraph 21.2 hereof.
- 1.7 Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts and other entities retained by CONSULTANT to perform or provide any portion of the Services required hereunder.
- 2.0 ENGAGEMENT OF SERVICES. TAMPA BAY WATER hereby contracts with CONSULTANT for CONSULTANT to perform the Services, and CONSULTANT hereby agrees to perform the Services upon the terms and conditions set forth in this Agreement.
- 3.0 TERM. The term of this Agreement shall continue until all Services required hereunder have been performed or this Agreement is sooner terminated in accordance with the procedures set forth herein.
- 4.0 PROJECT COMPENSATION.
 - 4.1 For the timely and proper performance of the Services, TAMPA BAY WATER shall pay CONSULTANT the compensation set forth in Schedule "B", which is attached hereto and made a part hereof, consistent with the provisions for payment set forth in Tampa Bay Water's Administrative Policy 650-15 which is attached as Schedule "C". TAMPA BAY WATER shall reimburse CONSULTANT for travel expenses other than travel expenses which are included in lump sum payment items (subject to the "administrative limits" of Section 112.061, Florida Statutes and Administrative Policy 650-15), provided CONSULTANT (a) maintains appropriate documentation substantiating the expense, (b) discloses that such claimed expense is true and correct as to every material matter, and (c) honors a claim for refund by TAMPA BAY WATER should such reimbursement be in excess of the administrative limits. Nothing herein shall prevent the payment to CONSULTANT for lump sum items which include travel expenses consistent with the administrative limits.
 - 4.2 CONSULTANT hereby certifies that the wage rates and other factual unit costs supporting that compensation are accurate, complete and current at the time this Agreement is executed. Further, CONSULTANT acknowledges and agrees that any compensation to be paid under this Agreement, both as originally set forth in Schedule "B" or for any Additional Services hereafter authorized in writing by TAMPA BAY WATER, will be adjusted to exclude any significant sums by which TAMPA BAY WATER determines such compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit cost. Further, CONSULTANT acknowledges and agrees that any such adjustment to compensation may be made within one year of the expiration or termination of this Agreement.

- 5.0 PROJECT SCHEDULING. CONSULTANT shall perform the Services in accordance with the milestone dates and/or progress schedule set forth in Schedule "D".
- 6.0 CONSULTANT'S REPRESENTATIONS AND WARRANTIES. CONSULTANT represents and warrants to TAMPA BAY WATER as follows:
- 6.1 CONSULTANT is duly authorized to conduct business in the State of Florida.
 - 6.2 CONSULTANT has, or it will secure at its own expense, all personnel, facilities, and equipment required to perform and complete the Services.
 - 6.3 CONSULTANT shall maintain an adequate and competent staff of professionals licensed and located within the State of Florida. CONSULTANT shall designate in writing a single representative with whom TAMPA BAY WATER shall coordinate. This representative shall have authority to transmit instructions, receive information, interpret and deliver CONSULTANT's policy and decisions related to the Services and bind CONSULTANT with respect to any matter arising out of or relating to this Agreement.
 - 6.4 CONSULTANT has or shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.
 - 6.5 CONSULTANT has familiarized itself with the nature and extent of this Agreement, the Project, the Services, the site, locality, and all local conditions and Law that may affect CONSULTANT's performance of this Agreement, including CONSULTANT's compensation, the progress schedule and/or the performance or furnishing of the Services.
 - 6.6 CONSULTANT has reviewed this Agreement (including its Schedules) and all available information and data shown or indicated in this Agreement and has given TAMPA BAY WATER written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in this Agreement or information or data, and the written resolution thereof by TAMPA BAY WATER is acceptable to CONSULTANT.
 - 6.7 CONSULTANT shall obtain and review all information and data which relates to the Services or which CONSULTANT may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Services, including, but not limited to, information and data related to the Project work of others under separate contracts, to the extent that such work may interface with the Services hereunder.
 - 6.8 At all times during the performance of the Services, CONSULTANT shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. CONSULTANT shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap or marital status. Further, CONSULTANT shall comply

with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

- 6.9 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. CONSULTANT represents that it has complied with the provisions of Section 287.055(6), Florida Statutes.
 - 6.10 CONSULTANT has represented and warrants to TAMPA BAY WATER that CONSULTANT has special expertise in the type of professional services to be provided pursuant to this Agreement and CONSULTANT acknowledges that such representations were a material inducement to TAMPA BAY WATER to enter into this Agreement with CONSULTANT. CONSULTANT, in representing TAMPA BAY WATER, shall promote the best interest of TAMPA BAY WATER and assume towards TAMPA BAY WATER a fiduciary relationship of the highest trust, confidence and fair dealing.
 - 6.11 CONSULTANT shall immediately notify TAMPA BAY WATER if it becomes aware of any facts or circumstances which may reasonably give rise to any claim against TAMPA BAY WATER for Services performed under or related to the Services performed under this Agreement.
 - 6.12 CONSULTANT agrees that to the extent the performance of Services hereunder involves construction, CONSULTANT acknowledges that it has reviewed or will review TAMPA BAY WATER's applicable construction contract form that will be utilized with respect to and prior to any construction of the Project, and CONSULTANT agrees that all services to be provided under said construction contract are expressly included and incorporated into the Scope of Services set forth in Schedule A to be provided by CONSULTANT under this Agreement.
 - 6.13 CONSULTANT has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of CONSULTANT.
 - 6.14 This Agreement is a valid, binding and enforceable obligation of CONSULTANT, and does not violate any law, rule, regulation, contract or agreement otherwise enforceable by or against CONSULTANT, except as same may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the rights of creditors generally.
- 7.0 TAMPA BAY WATER's DUTIES.

- 7.1 TAMPA BAY WATER shall review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals or other documents presented to TAMPA BAY WATER by CONSULTANT and shall inform CONSULTANT of all of TAMPA BAY WATER's decisions or otherwise take appropriate action within a reasonable time so as to not unreasonably delay the Services of CONSULTANT.
- 7.2 TAMPA BAY WATER shall designate in writing a single representative with whom CONSULTANT shall coordinate. This representative shall have authority to transmit instructions, receive information and interpret and deliver TAMPA BAY WATER's policy and decisions pertinent to the Services. However, no such representative of TAMPA BAY WATER shall be authorized to approve any modification or amendment to this Agreement, including, but not limited to, authorizing any Additional Services, modification of Project Compensation or Project Scheduling, unless in the best interest of Tampa Bay Water and due to causes or circumstances beyond the control of CONSULTANT.
- 7.3 TAMPA BAY WATER shall cooperate in providing to CONSULTANT, upon CONSULTANT's specific request, all existing and available studies, reports, surveys and other information and data regarding the Project, to the extent such items are in TAMPA BAY WATER's possession and TAMPA BAY WATER has actual knowledge of their existence and location. Notwithstanding anything herein to the contrary, TAMPA BAY WATER does not represent or warrant the accuracy or completeness of any such items, unless it is expressly noted otherwise in writing on such item.

8.0 CHANGE OF PLAN.

- 8.1 TAMPA BAY WATER shall have the absolute right to terminate, suspend, or amend the Services or the Project at any time and for any reason, and such action on its part shall not be deemed a default or breach of this Agreement. Any such termination, suspension or amendment of the Services or the Project by TAMPA BAY WATER shall be in writing.
- 8.2 In the event the Services or Project is entirely or partly suspended for one or more periods of time, there shall be no claim for compensation for the suspended period(s). Upon resumption of the Services or Project, CONSULTANT shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended shall be extended for the period of the suspension. If the cumulative total of such suspensions, excluding periods of suspension during the design phase, is 270 days or less, the extension of time shall be CONSULTANT's sole remedy. If the cumulative total of such suspensions is more than 270 days, CONSULTANT's sole remedy shall be to terminate this Agreement pursuant to Article 9.

- 8.3 If TAMPA BAY WATER amends the Services and CONSULTANT is of the opinion that Additional Services are made necessary as a result thereof, the provisions of Article 11.0 herein shall apply.

9.0 TERMINATION OF AGREEMENT.

- 9.1 TAMPA BAY WATER shall have the right to terminate this Agreement, in whole or in part, without cause upon written notice to CONSULTANT. In the event of any such termination without cause, CONSULTANT's sole and exclusive recovery against TAMPA BAY WATER shall be limited to that portion of CONSULTANT's compensation earned to the date of termination, together with any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any other or further recovery against TAMPA BAY WATER, including, but not limited to, anticipated fees or profits on Services not required to be performed. TAMPA BAY WATER shall determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Any such determination shall be made in TAMPA BAY WATER's sole discretion. Termination without cause shall be effective upon delivery of written notice to CONSULTANT.
- 9.2 CONSULTANT shall be considered in material default of this Agreement and such default shall be considered cause for TAMPA BAY WATER to terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin Services within the time specified herein, or (b) failure to timely and properly perform the Services required hereunder or as directed by TAMPA BAY WATER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONSULTANT or by any of CONSULTANT's principals, partners, officers or directors, or (d) failure to obey any Law, or (e) failure or refusal to allow public access to all public record documents or other materials made or received by CONSULTANT in conjunction with this Agreement, unless exempt under Florida law, or (f) CONSULTANT otherwise materially breaches this Agreement. In any such event, TAMPA BAY WATER may terminate this Agreement, in whole or in part, by giving CONSULTANT written notice. In the event of any such termination for cause, TAMPA BAY WATER shall not be obligated to make any further payments to CONSULTANT hereunder until such time as TAMPA BAY WATER has determined all costs, expenses, losses and damages which TAMPA BAY WATER may have incurred as a result of such default by CONSULTANT, whereupon TAMPA BAY WATER shall be entitled to set off all costs, expenses, losses and damages so incurred by TAMPA BAY WATER against any amounts due CONSULTANT hereunder. Termination for cause shall be effective upon fourteen (14) days written notice to CONSULTANT.
- 9.3 If TAMPA BAY WATER violates the provisions of this Agreement, and if said violation continues for sixty (60) days after CONSULTANT has delivered to TAMPA BAY WATER written notice of such violation, then CONSULTANT may, without prejudice to any other right or remedy, terminate or cancel this Agreement by giving

TAMPA BAY WATER fourteen (14) days written notice of such termination or cancellation. In the event of any such termination by CONSULTANT, CONSULTANT's sole and exclusive rights and remedies against TAMPA BAY WATER shall be the same as and limited to those which are set forth in paragraph 9.1 above.

- 9.4 Notwithstanding the provisions of paragraphs 9.2 and 9.3, this Agreement will not terminate for cause if the party receiving the notice begins, within seven (7) days of receipt, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided said notice.
- 9.5 If, after termination of this Agreement as provided for in paragraph 9.2 above, it is determined for any reason that CONSULTANT was not in default, or that its default was excusable or that TAMPA BAY WATER otherwise was not entitled to the remedy against CONSULTANT provided for in paragraph 9.2, then such termination for cause shall be deemed to be a termination without cause and CONSULTANT's sole and exclusive rights and remedies against TAMPA BAY WATER shall be the same as and limited to those afforded CONSULTANT under paragraph 9.1 above.
- 9.6 Upon any termination of this Agreement pursuant to paragraphs 9.1 or 9.3 above and payment by TAMPA BAY WATER as required under those paragraphs, CONSULTANT shall deliver to TAMPA BAY WATER, within ten (10) days of such payment, all papers, drawings, models and other material prepared by and for CONSULTANT with respect to the Project. Upon any termination of this Agreement pursuant to paragraph 9.2 above, CONSULTANT shall deliver to TAMPA BAY WATER, within ten (10) days of CONSULTANT's receipt of the termination notice, all papers, drawings, models and other materials prepared by or for CONSULTANT for the Project.

10.0 WAIVER

- 10.1 CONSULTANT's acceptance of final payment shall constitute a full waiver of any and all claims by CONSULTANT against TAMPA BAY WATER arising out of and relating to this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONSULTANT as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by TAMPA BAY WATER shall be deemed to be an acceptance of defective or incomplete Services or waiver of any of TAMPA BAY WATER's rights against CONSULTANT.
- 10.2 Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

11.0 ADDITIONAL SERVICES.

- 11.1 If CONSULTANT is of the opinion that any services TAMPA BAY WATER directs it to perform are beyond the scope of the Services under this Agreement, CONSULTANT shall, within seven (7) days of such direction, notify TAMPA BAY WATER in writing of this opinion. TAMPA BAY WATER shall, within ten (10) working days after receipt of such notification, determine whether or not such service is in fact beyond the scope of this Agreement and constitutes Additional Services. If TAMPA BAY WATER determines that such service does constitute Additional Services, it shall provide extra compensation to CONSULTANT based upon the provisions of Article 4.0 above.
- 11.2 If, in the opinion of TAMPA BAY WATER, the progress of the Services during any period is substantially less than the amount which is necessary to meet the Project Schedule or CONSULTANT's obligations under Article 5.0 above, TAMPA BAY WATER may require CONSULTANT to take whatever action is necessary, in the opinion of TAMPA BAY WATER, to put the Services back on schedule. Such action shall not constitute Additional Services unless the delays were caused by circumstances beyond the control and fault of CONSULTANT or its agents, employees and Subconsultants.
- 11.3 In the event of claims by others against TAMPA BAY WATER in connection with the Project or the Services, CONSULTANT shall provide to TAMPA BAY WATER such technical assistance that TAMPA BAY WATER may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of CONSULTANT, its agents, employees or Subconsultants to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.
- 11.4 Subject to the provision of paragraph 8.2 above, CONSULTANT shall not make any charges or claims for damages for any delays or hindrances of less than thirty (30) days from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances of less than thirty (30) days may be compensated for by an extension of time as TAMPA BAY WATER may decide. However, any such extension shall not operate as a waiver of any other rights of TAMPA BAY WATER. If the total of such delays or hindrances exceeds thirty (30) days, any additional services required to be performed by CONSULTANT as a result of such delays or hindrances will be considered Additional Services unless such delays or hindrances were caused in whole or in part by CONSULTANT, its employees, agents, or Subconsultants or as a result of a suspension of the Project or Services entirely or partly by TAMPA BAY WATER. This paragraph 11.4 shall not apply to suspensions of the Project or Services by TAMPA BAY WATER, which suspensions shall be governed by Article 8.0.
- 11.5 If TAMPA BAY WATER requires CONSULTANT to provide it with an audit of its Project costs, such audit shall not be considered Additional Services.

- 12.0 STATUS REPORTS AND INSPECTIONS. TAMPA BAY WATER shall be entitled at all times to be advised of the status of the Project, including, but not limited to, the Services of CONSULTANT. CONSULTANT shall cooperate with TAMPA BAY WATER and its agents to keep TAMPA BAY WATER advised as to the status of the Project and Services. TAMPA BAY WATER and/or its authorized representative shall have the right to visit the site and/or the office of CONSULTANT in order to inspect the Services or any of the drawings or documents of CONSULTANT at any reasonable time. The documents obtained or generated under this Agreement shall be maintained by CONSULTANT and made available to TAMPA BAY WATER upon request by TAMPA BAY WATER at all times during the term of this Agreement and for three (3) years thereafter. In addition to the documents and reports set forth in Schedule "A," CONSULTANT shall, at no cost to TAMPA BAY WATER, deliver to TAMPA BAY WATER copies of all other Project documents or reports under CONSULTANT's possession or control that TAMPA BAY WATER may request from time to time.
- 13.0 COORDINATION WITH OTHERS. CONSULTANT shall cooperate with other engineers, consultants, construction contractors and suppliers retained by TAMPA BAY WATER and assist TAMPA BAY WATER with the coordination of those various projects, work, and engineering and consulting services. CONSULTANT shall review all information and attend all meetings as shall be reasonably necessary to accomplish the coordination of those various projects, work, and engineering and consulting services, and eliminate any problems where the projects, work or services interface with the Project or Services.
- 14.0 SUBCONSULTANTS. CONSULTANT shall not sublet, assign, or transfer this Agreement or any Services without the prior written consent of TAMPA BAY WATER, which consent may be withheld in TAMPA BAY WATER's sole discretion. CONSULTANT shall be solely responsible for the employment, direction, supervision, compensation and control of any and all Subconsultants. CONSULTANT shall cause all Subconsultants to abide by the terms and conditions of this Agreement and all Laws. All agreements between CONSULTANT and Subconsultants shall be in writing, with a copy of such agreements to be provided to TAMPA BAY WATER upon its request for same.
- 15.0 INDEMNIFICATION. In consideration of One Hundred Dollars (\$100.00) separately allocated from the consideration paid hereunder, to the fullest extent permitted by law, the receipt and sufficiency of which is acknowledged by CONSULTANT's execution of this Agreement, the CONSULTANT shall indemnify and hold harmless TAMPA BAY WATER, its officers and employees, from and against any and all liabilities, damages, losses and costs (including but not limited to reasonable attorneys fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of CONSULTANT or any of the Subconsultants or any other person or organization employed by or utilized by CONSULTANT in the performance of Services under this Agreement. This indemnification shall also include all liability, damages, losses and costs (including but not limited to reasonable attorneys fees) arising out of or to the extent caused by any infringement of patents or copyrights incident to providing the Services required hereunder.
- 16.0 CONSULTANT'S INSURANCE REQUIREMENTS AND MINIMUM LIMITS.

16.1 The types of insurance CONSULTANT shall purchase and maintain shall include the specific coverages and minimum limits set forth as follows. All said limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

16.2 LIABILITY INSURANCE

16.2.1 General Liability

a) CONSULTANT shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from CONSULTANT's performance and furnishing of the services and CONSULTANT's other obligations under the Agreement and Assignments issued hereunder.

b) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and \$5,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products Comp/Operations Aggregate	\$1,000,000

c) CONSULTANT liability insurance shall include contractual liability coverage sufficient to cover CONSULTANT indemnification obligations under this Agreement. CONSULTANT agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by CONSULTANT obligations under the indemnification provisions.

16.2.2 Excess or Umbrella Liability

a) Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

16.2.3 Automobile Vehicle Liability

- a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$1,000,000, Combined Single Limit Each Accident.
- b) If CONSULTANT has no owned, non-owned, leased or hired vehicles, a letter from CONSULTANT so stating must be included with the Certificate of Insurance.

16.2.4 Watercraft/Aircraft Liability

- a) If CONSULTANT's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

16.3 WORKERS COMPENSATION COVERAGE

16.3.1 CONSULTANT shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

- a) TAMPA BAY WATER requires CONSULTANT and the Subconsultants to purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage. TAMPA BAY WATER requires CONSULTANT and all the Subconsultants to purchase said coverage, unless waived in writing by TAMPA BAY WATER.
- b) CONSULTANT and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

16.4 PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE

- 16.4.1 CONSULTANT shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.
- 16.4.2 If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.
- 16.4.3 To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.
- 16.5 CONSULTANT shall not commence or continue to perform any Services unless CONSULTANT has in full force and effect all required insurance, and until CONSULTANT has delivered to TAMPA BAY WATER all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until CONSULTANT has delivered all such certificates to TAMPA BAY WATER. CONSULTANT shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.
- 16.6 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to TAMPA BAY WATER, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONSULTANT shall provide TAMPA BAY WATER with financial information concerning any self insurance fund insuring CONSULTANT. At TAMPA BAY WATER's option, a Best's rating or Self-Insurance Fund financial information may be waived.
- 16.7 As evidence of the insurance coverages required by this Agreement, CONSULTANT shall provide TAMPA BAY WATER certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided, all in accordance with the form attached hereto as Schedule "E" and made a part hereof. An ACORD form meeting these requirements and as shown in Schedule "E" may be substituted with the consent of TAMPA BAY WATER.
- 16.8 All the policies of insurance so required of CONSULTANT, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: TAMPA BAY WATER, its directors, officers, employees, representatives, agents, and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of CONSULTANT shall

be considered *primary*, and all other insurance shall be considered excess. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- 16.9 Deductible and self-insured retention amounts shall be subject to approval by TAMPA BAY WATER, which approval shall not be unreasonably withheld. CONSULTANT is responsible for the amount of any deductibles or self-insured retentions.
- 16.10 Approval of the insurance by TAMPA BAY WATER shall not relieve or decrease the liability of CONSULTANT hereunder. Further, CONSULTANT acknowledges that any such acceptance by TAMPA BAY WATER shall not be deemed to be an acknowledgement that CONSULTANT has satisfied its insurance obligations hereunder. CONSULTANT acknowledges and agrees that TAMPA BAY WATER does not in any way represent that the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect CONSULTANT's interests or liabilities, but are merely minimums.
- 16.11 All insurance shall be maintained in full force and effect for the period provided in paragraph 16.13 hereof. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by CONSULTANT prior to its expiration, and a certificate of insurance again filed with TAMPA BAY WATER at least fourteen (14) days prior to coverage renewal.
- 16.12 All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and CONSULTANT by certified mail. CONSULTANT shall give notice to TAMPA BAY WATER within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.
- 16.13 Except as provided below in paragraph 16.14 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this Agreement.
- 16.14 Professional liability insurance shall continue in force until the end of one (1) calendar year following the calendar year in which the completion of the Project is estimated to occur pursuant to the Project Schedule. The professional liability insurance policy shall be endorsed to provide for renewals through said one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through said one (1) calendar year.
- 16.15 CONSULTANT shall, upon request by TAMPA BAY WATER, deliver to TAMPA BAY WATER a copy of each insurance policy purchased by CONSULTANT pursuant to this Article 16.0 and Article 17.0.

16.16 All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against TAMPA BAY WATER, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of CONSULTANT or CONSULTANT's insurance carriers. Further, CONSULTANT hereby waives its right of recovery against TAMPA BAY WATER with respect to any matter covered by any insurance maintained by CONSULTANT.

17.0 INSURANCE – GENERAL REQUIREMENTS.

17.1 CONSULTANT shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from CONSULTANT's performance and furnishing of the Services, whether it is to be performed by CONSULTANT or the Subconsultants:

17.1.1 Claims under workers' compensation, disability benefits and other similar employee benefit acts;

17.1.2 Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;

17.1.3 Claims for damages because of bodily injury, sickness or disease, or death to any person other than CONSULTANT's employee;

17.1.4 Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of CONSULTANT or any person employed by or subcontracted to CONSULTANT;

17.1.5 Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

17.1.6 Claims for damages because of bodily injury or death of any person, or property damage arising out of the CONSULTANT ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned motor vehicle used in connection with the Services, including employee non-CONSULTANT ownership use; and

17.1.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the CONSULTANT ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned aircraft and watercraft used in connection with the Services, including employee non-CONSULTANT ownership use.

- 17.2 The insurance required by this Article shall include the specific coverage and be written for the limits of liability and coverage provided in Article 16.0 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include: broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
- 17.3 The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of CONSULTANT's obligations under this Agreement that are covered by such insurance.
- 17.4 CONSULTANT shall require all Subconsultants to procure and maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by CONSULTANT in this Agreement unless TAMPA BAY WATER agrees in writing, in advance of CONSULTANT's employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude CONSULTANT from requiring such insurance. CONSULTANT shall be responsible for ensuring that all Subconsultants comply with all of the insurance requirements contained herein relative to each such party.
- 17.5 TAMPA BAY WATER requires CONSULTANT and all Subconsultants to purchase workers' compensation insurance for all their employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. TAMPA BAY WATER requires CONSULTANT and all Subconsultants to voluntarily purchase said coverage.
- 18.0 STANDARD OF PERFORMANCE. CONSULTANT shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services to be provided hereunder, and in accordance with sound professional principles and practices. CONSULTANT acknowledges that it has represented to TAMPA BAY WATER that CONSULTANT has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to TAMPA BAY WATER to enter into this Agreement with CONSULTANT.
- 19.0 PROJECT DOCUMENTS AND DATA.
- 19.1 One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of TAMPA BAY WATER or in the office of CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party. Additional copies shall be made available at the expense of the requesting party.

- 19.2 All Project documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Agreement, are the property of TAMPA BAY WATER without restriction or limitation of use, and shall be made available, upon request, to TAMPA BAY WATER at any reasonable time. CONSULTANT, at its own expense, may retain copies thereof for its files and internal use. Any use by TAMPA BAY WATER of such materials obtained under this Agreement for any other Project or use of incomplete materials obtained from CONSULTANT by TAMPA BAY WATER shall be made at the risk of TAMPA BAY WATER. However, this does not constitute a disclaimer of the professional liability of CONSULTANT with respect to the original Services as used for the Project.
- 19.3 All final plans and documents that are required by Florida Law to be endorsed and are prepared by CONSULTANT in connection with the Services shall bear the endorsement of a person in the full employment of CONSULTANT or duly retained by CONSULTANT and duly licensed in the appropriate professional category.
- 19.4 CONSULTANT shall make any patentable product or result of the Services and all information, design, specifications, know-how, data and findings available to TAMPA BAY WATER without cost to TAMPA BAY WATER. No material prepared in connection with this Project will be subject to copyright by CONSULTANT, all such copyrights being the property of TAMPA BAY WATER. TAMPA BAY WATER shall have the right to publish, distribute, disclose and otherwise use any material prepared by or for CONSULTANT with respect to the Project. Any use of material or patents obtained by TAMPA BAY WATER under this Agreement for any purpose not associated with this Project shall be at the risk of TAMPA BAY WATER. In TAMPA BAY WATER's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Project are released by TAMPA BAY WATER for publicity, proper credit may be given to CONSULTANT, provided the giving of such credit is without cost to TAMPA BAY WATER.
- 19.5 CONSULTANT shall make no statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of TAMPA BAY WATER are present, without TAMPA BAY WATER's prior written consent. CONSULTANT shall not publish, copyright, or patent any of the data furnished or developed with respect to the Project without first obtaining TAMPA BAY WATER's written consent, as all such rights are the property of TAMPA BAY WATER.
- 20.0 RECORD RETENTION AND AUDIT RIGHTS. CONSULTANT shall keep all books, records, files, plans, drawings and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. TAMPA BAY WATER, or any duly authorized agents or representatives of TAMPA BAY WATER, shall have the

right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of Subconsultants.

- 20.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by TAMPA BAY WATER in order to perform the Services.
- 20.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that TAMPA BAY WATER would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by Law.
- 20.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Law.
- 20.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to TAMPA BAY WATER all public records in possession of CONSULTANT 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 TAMPA BAY WATER in a format that is compatible with the information technology systems of TAMPA BAY WATER.

21.0 MISCELLANEOUS PROVISIONS.

- 21.1 TAMPA BAY WATER and CONSULTANT each hereby binds itself, its successors, assigns, and legal representatives to the other. The rights and obligations pursuant to this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.
- 21.2 This written document shall constitute the entire agreement between the parties hereto and said Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between TAMPA BAY WATER and CONSULTANT on the Project.
- 21.3 This Agreement shall be governed by and construed under the laws of the State of Florida.
- 21.4 Venue for any action arising under this Agreement shall lie in the State courts for Pinellas County, Florida.
- 21.5 Any notices or other writings permitted or required to be delivered under the provisions of this Agreement must be in writing and shall be delivered by sending the

notice by personal delivery, U.S. regular mail, U. S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to TAMPA BAY WATER:

Tampa Bay Water
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Amanda Rice, P.E.

If to CONSULTANT:

Electronic Data, Inc,
780 Carillon Pkwy, Suite 100
St. Petersburg, Fl 33716
Attention: James Flynn, VP of Finance and Administration

Either party may change said address by notice in writing to the other party in the manner herein provided.

- 21.6 The parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party thereto, regardless who is responsible for its preparation or drafting.
- 21.7 Key personnel and Subconsultants assigned to the Project by CONSULTANT shall not be removed from the Project without the prior written approval of TAMPA BAY WATER. All key personnel shall be available to the Project on a full time basis, except as otherwise expressly approved in writing by TAMPA BAY WATER. Such key personnel are as follows:
- Don Peer
John Acton
Ryan Scott
- 21.8 If at any time during the term of this Agreement TAMPA BAY WATER notifies CONSULTANT in writing that any of CONSULTANT's employees or the employees of any Subconsultant are objectionable to TAMPA BAY WATER, CONSULTANT shall remove or have the Subconsultant remove the objectionable employee from the Project and not re-employ the objectionable employee on any portion of the Services.
- 21.9 The CONSULTANT's communications with TAMPA BAY WATER shall be limited to TAMPA BAY WATER's General Manager and designated staff. Communications with TAMPA BAY WATER's Board Members are prohibited, except with the prior

written permission of TAMPA BAY WATER's General Manager or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by CONSULTANT. This provision does not prohibit or limit contacts by or on behalf of TAMPA BAY WATER Board Members with CONSULTANT.

- 21.10 When CONSULTANT is requested by TAMPA BAY WATER to utilize special consultants not heretofore agreed upon, CONSULTANT shall be reimbursed for the actual reasonable cost of such consulting services. Any request of TAMPA BAY WATER to utilize specific firms shall be subject to the reasonable refusal of CONSULTANT. CONSULTANT shall obtain TAMPA BAY WATER's prior written consent before it retains such consultants.
- 21.11 All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context of the Agreement otherwise clearly requires, the term "including" is not limiting and the terms "hereof", "herein", "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 21.12 The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to Articles and paragraphs shall include all subparts.
- 21.13 This Agreement shall be effective as of the last date upon which all of the parties hereto have executed this Agreement, as demonstrated by the date under the signatures on the signature page.
- 21.14 Time is of the essence of this Agreement and each of its provisions.
- 21.15 In the event of a conflict between this Agreement and Schedule "A" attached hereto, this Agreement shall control.
- 21.16 CONSULTANT represents that it is in compliance with Subsections 287.133(2) and (3), Florida Statutes, which provide that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 21.17 All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to TAMPA BAY WATER upon request and shall be considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.
- 21.18 Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty or responsibility under this Agreement.
- 21.19 CONSULTANT represents that it is in compliance with Subsection 287.134(2)(a), Florida Statutes, which provides that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- 21.20 TAMPA BAY WATER shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of TAMPA BAY WATER upon all such claims, questions or disputes shall be final and binding if not contested by CONSULTANT in a written notice delivered to TAMPA BAY WATER within seven (7) days after CONSULTANT's receipt of written notice from TAMPA BAY WATER concerning such decision.
- 21.21 All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.
- 21.22 Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TAMPA BAY WATER and CONSULTANT, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 21.23 CONSULTANT is retained by TAMPA BAY WATER only for the purposes and to the extent set forth in this Agreement, and its relationship with TAMPA BAY WATER shall, during the term of this Agreement, be that of an independent contractor. CONSULTANT shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, CONSULTANT shall be fully responsible for the employment, direction, supervision, compensation and control of any and all persons employed or

retained by CONSULTANT. Neither CONSULTANT nor CONSULTANT's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by CONSULTANT for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of TAMPA BAY WATER. CONSULTANT shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Provided, however, in no event shall TAMPA BAY WATER be obligated to pay CONSULTANT any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by TAMPA BAY WATER. Furthermore, CONSULTANT is responsible for paying all income and employment taxes, and TAMPA BAY WATER shall not be responsible for collecting and/or paying withholding, FUTA, FICA or any other state or federal taxes.

21.24 TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONSULTANT AND TAMPA BAY WATER HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY ARE MATTERS WHICH, IF ADJUDICATED, SHOULD BE ADJUDICATED BY A COURT WITHOUT A JURY. THEREFORE, THE PARTIES HEREBY WAIVE A TRIAL BY A JURY. NEITHER TAMPA BAY WATER NOR CONSULTANT OR ANY SUCCESSOR THEREOF SHALL SEEK A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (WHETHER AT LAW OR IN EQUITY, WHETHER DIRECT OR COLLATERAL, WHETHER IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. NEITHER TAMPA BAY WATER NOR CONSULTANT SHALL SEEK TO CONSOLIDATE ANY ACTION OR PROCEEDING IN WHICH TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER ACTION OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH CANNOT BE AND HAVE NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THEIR RESPECTIVE ATTORNEYS AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. TAMPA BAY WATER AND CONSULTANT ACKNOWLEDGE AND AGREE THAT NO ONE, INCLUDING, WITHOUT LIMITATION, TAMPA BAY WATER'S AGENTS OR CONSULTANTS, HAS REPRESENTED THAT THE PROVISIONS OF THIS PARAGRAPH OR OF ANY OTHER PARAGRAPH OF THIS AGREEMENT WILL NOT BE FULLY ENFORCED.

21.25 CONSULTANT certifies that it is in compliance with Section 287.135, Florida Statutes, which provides that a company that has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List is ineligible and may not submit a bid, proposal, or enter into or renew a contract with an agency for goods or services of \$1 million or more. If the company enters into this Agreement and is found to have submitted a false certification under Subsection 287.135(5), or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, or been engaged in business operations in Cuba or Syria, this Agreement may be terminated at the option of Tampa Bay Water.

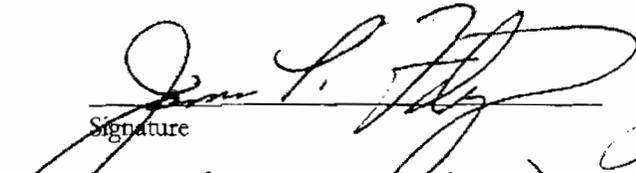
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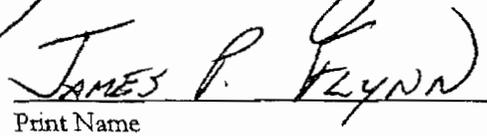
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the dates set forth below.

WITNESSES:

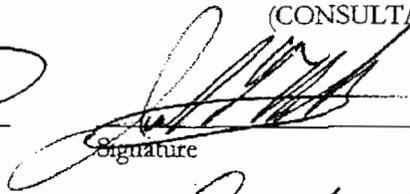
Electronic Data, Inc.

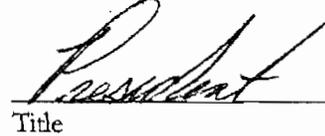
(CONSULTANT)



Signature


Print Name

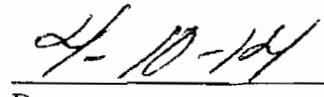


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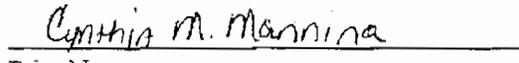
Title



Signature



Date



Print Name

(SEAL)

ATTEST:

TAMPA BAY WATER, A Regional Water
Supply Authority


Secretary

By: Susan Fatvala

Its: Chair

Date: 4-21-14

(SEAL)

APPROVED AS TO FORM:


General Counsel

[Version July 2013]

INDEX OF SCHEDULES

Schedule "A" - Scope of Services

Schedule "B" - Compensation

Schedule "C" - Tampa Bay Water Administrative Policy 650-15

Schedule "D" - Project Scheduling

Schedule "E" - Certificate of Insurance Form

SCHEDULE "A"
SCOPE OF SERVICES

Scope of Work

The following Scope of Work (SOW) documents major tasks and deliverables contained within the project plan (organized by phase and milestone). In addition to the task description, the expected effort, along with start/stop dates for each milestone is included.

Initiate Phase

Initiate Phase Complete

Effort: 83 hours (Estimated 54 Hours Onsite)

Estimated Timeline: 5/5/14 – 5/19/14

The major tasks are:

- Project kickoff preparation
- Conduct the project kickoff
- Onboard the EDI team members
- Setup remote access
- Security/Badging
- Arrange any onsite workspace
- Finalize and submit Project Plan
- Resources: PM, Functional Lead, Technical Lead
- Deliverables: Project kickoff meeting agenda and minutes; Draft and Final Project Plan

Maximo Awareness Training Complete

Effort: 32 hours (Estimated 24 Hours Onsite)

Estimated Timeline: 5/5/14 – 5/12/14

The major tasks are:

- 8 hours of preparation time
- 24 hours (3 days) of instructor-led training
 - Students will watch and listen to the trainer instead of attempting to follow along in front of a machine and perform exercises.
 - Pertinent modules to the implementation will be covered. Please note that while the functionality and features of some of the Maximo bolt-ons, like Maximo Spatial will be included, the trainer will not be accessing or showing a live integration to any external systems. The trainer will rely on alternate materials/screenshots in place of live demonstration in these cases.



- Deliverables: Conduct Awareness Training; Electronic Copies of Training Presentation and Materials

Define Phase

Functional Design Complete

Effort: 276 hours (Estimated 125 Hours Onsite)

Estimated Timeline: 5/12/14 – 6/9/14

The major tasks are:

- Execution of 6 one-day topic-based Workshops, including:
 - Workshop #1 – Organization, Site and GL accounting structure, Asset/Location/Failure Hierarchy structure and processes
 - Workshop #2 – Work Management Processes (including Work Requests, Planning, Scheduling, Execution, and Closeout processes), Permit to Work and Operator Log Book
 - Workshop #3 – Maintenance Planning processes (Preventive Maintenance and Job Plans)
 - Workshop #4 – People, Labor, Qualifications, Security, Groups
 - Workshop #5 – Custom Report Specifications, Reporting Environment (Start Center design, KPI's and Reports)
 - Workshop #6 – Technical Workshop for Integration to MUNIS, GIS*, Enterprise DB, SCADA, HP Trim*

(*see Additional Assumptions section)

- Documentation and client review for each of the workshop session notes
- A single functional requirements document, compiled from the workshop session notes
- A Data Migration Plan, outlining the plan for capturing and migrating data to and from environments throughout the life of the project
- An updated Project Plan, including a plan for the Development Iterations
- Assistance with the Hardware and Architecture Design. The assistance will be provided by an EDI technical resource
- Each workshop will have 2 resources present. One to facilitate, and one to document the workshop discussion and decisions
- Deliverables: Workshop Output Documents for each session; Draft and Final Functional Requirements Document; Data Migration Plan; Updated Project Plan



Integration Strategy Complete

Effort: 52 hours (Estimated 24 Hours Onsite)

Estimated Timeline: 5/27/14 – 6/4/14

The major tasks are:

- An Integration Strategy meeting with Tampa Bay Water to review Hardware and Infrastructure
- Documentation of the Integration Strategy
- Deliverables: Integration Strategy Meeting Agenda and Minutes; Final Integration Strategy Document

Configuration Management Plan Complete

Effort: 36 hours (Estimated 6 Hours Onsite)

Estimated Timeline: 6/4/14 – 6/9/14

The major tasks are:

- Meeting to discuss and agree on environments, deployment strategies, and configuration management plans
- A document that summarizes the discussion and decisions in the plan
- Deliverable: Draft and Final Configuration Management Plan

Develop Phase

Technical Designs Complete

Effort: 164 hours (Estimated 76 Onsite Hours)

Estimated Timeline: 6/5/14 – 7/1/14

The major tasks are:

- Hardware and Infrastructure Setup
- Build the Development Environment per the Configuration Management Plan – EDI technical resource will install the product in a development environment.
- Conduct Development Packet Prioritization/Scheduling Session
 - Adjust Initial Iteration Schedule as Required
 - Produce Prioritized Iteration Work List
- Produce Technical Designs – Technical designs are limited to complex configurations and integrations only.
- Technical Design Review and Feedback Loop



- Resources involved: PM, Functional, and Technical resources, Tampa Bay Water Technical resources for Hardware and Infrastructure setup and support while software installation occurs.
- Deliverables: Completed Development Environment; Prioritization/Scheduling Meeting Agenda and Minutes; Draft and Final Technical Designs

Development Iterations (3 Iterations, planned resource: 3 developers)

Effort: 1450 hours (Estimated 553 Hours Onsite)

Estimated Timeline: 7/1/14 – 9/16/14

For each iteration, the major tasks are:

- Conduct Iteration Kickoff & Scope Review
- Iteration Development
 - Iteration #1, 598 hours – Maximo System Configuration*
 - Iteration #2, 426 hours – Integrations
 - Iteration #3, 426 hours – Integrations

(*see Additional Assumptions section for detail)

- Mid-Iteration Walk Through / Check Point
- Develop Test Scripts
- End of Iteration Walk Through
- Produce Iteration Summary Report
- Feed Iteration Issues/Findings to Work List
- Resources: 3 developers, functional lead
- Deliverables: Mid and End of Iteration Walk Through Meetings for each Iteration; Iteration Summary Reports for each Iteration; Compiled Worklist; Configured Maximo Implementation; Configured Integrations between Maximo and other Systems

Report Development Complete

Effort: 144 hours (Estimated 138 Hours Onsite)

Estimated Timeline: 7/1/14 – 9/16/14

For each report, the major tasks are:

- EDI reviews the report specification template with Tampa Bay Water (carry-over from Workshop #5)
- Tampa Bay Water completes initial draft of report specifications for each report.
- Tampa Bay Water and EDI conduct a meeting to confirm content and complete report specifications for each report (a total of 5)



- EDI builds and deploys the report per the specification (120 hours). This activity will be conducted on-site at Tampa Bay Water to allow for efficient review/confirmation of report completion and facilitate knowledge transfer. (Please note that no specific commitment to train Tampa Bay Water employees on report writing is being made as part of this activity, but EDI will be accessible during this activity to show how they are developing the reports as long as deadlines are not being put in jeopardy.)
- Requested Changes to reports are considered enhancements and will be prioritized with other development activities per the work list prioritization process.
- Deliverables: Report Specifications Confirmation Meeting Agenda and Minutes; 5 Custom Reports

Development Data Migration Complete

Effort: 166 hours (Estimated 48 Hours Onsite)

Estimated Timeline: 5/5/14 – 7/30/14

Data gathering and loading into the Development (DEV) environment is a 4 step process. Those steps are:

- 1 - Tampa Bay Water and CH2M HILL will collect data and log data into a SQL database. As a result of the workshops, EDI will assist in defining which attributes need to be collected for various types of objects.
- 2 - EDI will provide templates to Tampa Bay Water that will match what is necessary for data loading into Maximo. The templates are limited to the data objects that are being loaded.
- 3 - EDI will train Tampa Bay Water on how to populate the templates based upon the data being collected.
- 4 - EDI will take the data provided in the templates and load the data into Maximo. There will be no transformations of any provided data.
- EDI will perform no more than 3 distinct data loads of the completed templates:
 - One data load into Development
 - One data load into Test (for User Acceptance Test activities)
 - One data load into Production (for Go-Live)
 - Unless critical system functionality is impacted, there will not be incremental data loads of any data object in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor and Security Groups
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
 - Vendors, Manufacturers (from MUNIS)
 - Regulatory Permits and Permit Condition Requirements (into HSE module)
- The list of objects that will not be data loaded into the system are:



- Inventory and Items
- Purchase Requisitions, Purchase Orders and Invoices
- Historical Work Orders
- Deliverables: Excel templates to Gather Data; Template Use Training; Completion of Data Migration into Development, Test and Production

Training Materials

Effort: 200 hours (Estimated 50 Hours Onsite)

Estimated Timeline: 8/12/14 – 9/16/14

- EDI will build role-based Training Material for this implementation.
- The exact number of roles and use cases per role will be defined in the Define Phase of the implementation.
- For estimation purposes, EDI will create 6 role (operator, mechanic, planner, supervisor, regulatory, & administrator) based training manuals and 1 basic navigation training manual:
 - Operator – Focused on Operators Logs, Work Requesting, Work Execution
 - Mechanic – Focused on Work Execution
 - Planner – Focused on Work Order Creation, Work Order Planning, Work Order Scheduling, and Permit to Work
 - Supervisor – Focused on Work Order Creation, Work Order Planning, Work Order Scheduling, Preventive Maintenance Creation/Update, and Job Plan Creation/Update
 - Regulatory – Focused on Permit to Work and Managing Personnel Qualifications
 - Administrator – Focused on common system administration activities including basic configuration, workflow, security, report administration, and the integration framework.
 - Basic Navigation, Querying, and Reports – For all roles, focused on navigating the system, finding/updating records, and running reports.
- The overall scope of the training manual creation will be limited to 21 distinct Use Cases across all manuals (with the System Administration and Basic Navigation manuals excepted.) A Use Case is defined as a finite business process with a beginning and end. An example would be "Create New Job Plan" or "Create a new location". Work Order creation, planning, execution, and closeout would be viewed as 4 distinct Use Cases.
- Each training manual will include a description of the overall Role, the areas of the system that role will interact with, and a step-by-step procedure for each of the Use Cases defined for the role. The training manuals will include screenshots.
- For each Training Manual, the major tasks are:
 - EDI will recommend a list of the Use Cases to include in the Training Manual, based upon the outcome of the Define Phase. Tampa Bay Water will review and agree to the Use Cases.
 - EDI will build the Training Manual and turn it over to Tampa Bay Water for review.
 - Tampa Bay Water will review the Manual for correctness and clarity.



- Additional content will be Tampa Bay Water's responsibility.
- Deliverables: 6 Role-Based Customized Training Manuals, 1 Basic Navigation and Querying Training Manual

Validate Phase

Install Testing Environment Complete

Effort: 88 hours (Estimated 64 Hours Onsite)

Estimated Timeline: 9/16/14 – 10/1/14

The major tasks are:

- Installation and the initial configuration of software from the DEV environment into the TEST environment
- Testing of the Data loaded into the system for issues
- Dry run by EDI of User Acceptance Test (UAT) scripts to confirm installation of packages and configurations
- Deliverables: Test Scripts; User Acceptance Test Strategy; Initial Configuration in Test Environment

User Acceptance Testing Complete

Effort: 232 hours (Estimated 128 Hours Onsite)

Estimated Timeline: 10/1/14 – 10/31/14

The major tasks are:

- Execution of User Acceptance Testing Cycle 1
 - Identify and Train Tampa Bay Water staff on testing process
 - Testing ensures pass/fail of steps outlined in Test Scripts
- ◆ Resolve all Cycle 1 discrepancies in the DEV environment to be verified and deployed to the TEST environment
- Execution of User Acceptance Testing Cycle 2
- Produce UAT documentation
 - Issue fix verification
 - Summary report
- Deliverables: Completed User Acceptance Test; User Acceptance Test Summary Report

EDI is responsible for ensuring that all configurations and fixes have been tested prior to deployment to the Tampa Bay Water environments. Tampa Bay Water is responsible for testing and accepting all configurations and all fixes that have been installed into the Tampa Bay Water environment. Upon



completion of this cycle, the User Acceptance Cycle (and therefore, development) will be considered complete.

Deploy Phase

Training Complete

Effort: 156 hours (Estimated 156 Hours Onsite)

Estimated Timeline: 10/31/14 – 11/14/14

The major tasks are:

- Deliver Role Based Training – Training to be accomplished over a 2 week period immediately prior to go-live. Estimates call for:
 - 8 Total days of role-based sessions for power users and end users. The breakout of these sessions are to be determined after specific roles and training manuals are defined.
 - One 2-day system administration session
 - The remainder will be for open-house style training where a trainer is available across shifts to cover any number of topics.
- An estimated 156 hours will be expended for this task.
- Deliverable: End-user Training; System Administration Training

Go-Live

Effort: 152 hours (Estimated 146 Hours Onsite)

Estimated Timeline: 10/31/14 – 11/14/14

The major tasks are:

- Build the Production Environment – This task will require a combination of Tampa Bay Water and EDI resources to accomplish.
 - Production Maximo System Installation
 - Tampa Bay Water workflows, configurations and integrations installed
- Develop Go-Live Execution Plan. Joint effort for the entire project team.
- Execute Go-Live Execution Plan
 - Perform Production Data Load
 - Perform Additional Startup Activities per Go-Live Execution Plan
- Go Live – Targeted for 11/14/14. This date subject to change. This is the date Tampa Bay Water staff will be able to log on and begin using Maximo.



- Deliverables: Go-live Execution Plan; Completed Production Environment; Completed Production Data Load

Operate Phase

Bubble Support

Effort: 80 hours (Estimated 80 Hours Onsite)

Estimated Timeline: 11/14/14 – 11/28/14

The major tasks are:

- To deliver on-site support in the immediate weeks after deploying the system.
- EDI will supply one resource for 2 weeks to cover all Tampa Bay Water locations and shifts.
- Bubble Support effort is limited to helping users and fixing issues related to what was delivered as part of the project implementation. New development will not be started as part of Bubble Support. System fixes to the system may be developed and deployed during this phase to accomplish previously agreed upon functionality where "system fix" is defined as something that is not working as designed or intended per the requirements and user acceptance testing.
- Deliverable: Project Bubble Support

Project Closeout

Effort: 16 hours (Estimated 16 Hours Onsite)

Estimated Timeline: 11/28/14

The major tasks are:

- To meet with Tampa Bay Water at the close of the project. Final acceptance and sign-off of the system will be completed at the end of the Bubble Support period. Training manuals and other relevant documents will be updated to the final "as-built" condition prior to Tampa Bay Water final acceptance and payment of the final invoice.



Additional Assumptions

The following assumptions are associated with this Statement of Work.

Maximo Configuration

1. Core Maximo configuration will be limited to the following modules:
 - a. Administration Module – All components
 - b. Assets Module – All components
 - c. Planning Module – All components
 - d. Preventive Maintenance Module – All components
 - e. Self Service Module – Service Requests only
 - f. Work Order Module – All components
 - g. Purchasing Module – Companies only
 - h. Contracts Module – Warranty Contracts (for Asset Warranties) only
 - i. Financial Module – All components
 - j. IT Infrastructure Module – Implementation not required
 - k. Integration Module – All components
 - l. Security Module – All components
 - m. System Configuration – All components
 - n. Inventory Module – Implementation not required
 - o. Change Module – Implementation not required
 - p. Release Module – Implementation not required
 - q. Service Desk Module – Service Requests only
2. Add-on Maximo solutions implementation/configuration will be limited to the following:
 - a. Maximo Add-on Everyplace – Solution installed. Sets of mobile screens configured for Work Order Tracking and Assets on one mobile platform only.
 - b. Maximo Add-on Scheduler – Solution installed. All components configured.
 - c. Maximo Add-on Spatial – Solution installed. All components configured.
 - d. Maximo Add-on HSE – Solution installed. Implement/configure Operator Logbook, Qualifications, Permit Types and Permit to Work applications only.

Custom Reports (Maximum of 5)

1. Tampa Bay Water will work with EDI to develop and provide a detailed specification for each report along with a sample (or desired layout). The detailed specification will include a map that connects each report field to a Maximo field. Any calculations will be documented in the specification. If a query already exists, that will be provided.

Integrations

1. Integrations included in the configuration scope:



- a. MUNIS – Integration scope is limited to the following: Maximo will send a transaction to MUNIS when a Work Order is created in Maximo. MUNIS will send a cost transaction (labor and material only) to Maximo. Maximo will send a transaction to MUNIS when the Work Order is closed (to stop additional charges from accruing). Vendor list one-way synchronization from MUNIS.
- b. GIS (Spatial) – Integration scope is limited to surfacing Work Orders, Assets and Locations on maps in GIS. EDI will work with Tampa Bay Water to develop a strategy for a future integration effort to migrate the GIS linear asset segment information (pipelines) into the Maximo asset registry. This will be discussed during the Integrations workshop and will be a component of the Integration Strategy document. The actual integration of the pipeline information will not be part of this scope.
- c. SCADA – Integration scope is limited to populating Meter Readings in Maximo for assets or locations that will have a Preventive Maintenance or Condition Monitoring record tied to that Asset / Location / Meter combination.
- d. HP Trim – EDI will work with Tampa Bay Water to develop a strategy for a future integration effort to complete links to relevant plan/specification/O&M manual documents into Job Plans. The strategy and methodology for completing the links will be documented for each of the identified links. This will be discussed during the Integrations workshop and will be a component of the Integration Strategy document. Actual development of any portion of this integration will not be part of this scope.

Data Collection and Migration

EDI will work with Tampa Bay Water to migrate and load data into Maximo for this project. Below are the assumptions for Data Collection and Migration:

- Tampa Bay Water and CH2M HILL will collect data and log data into a SQL database. As a result of the workshops, EDI will assist in defining which attributes need to be collected for various types of objects.
- EDI will provide templates to Tampa Bay Water that will match what is necessary for data loading into Maximo.
- EDI will train Tampa Bay Water on how to populate the templates based upon the data being collected.
- EDI will take the data provided in the templates and load the data into Maximo. There will be no technical transformations of any provided data.
- EDI will perform no more than 3 distinct data loads:
 - One data load into Development
 - One data load into Test (for UAT activities)
 - One data load into Production (for Go-Live)



- Unless critical system functionality is impacted, there will not be incremental data loads in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor and Security Groups
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
 - Vendors, Manufacturers
 - Regulatory Permits
- Objects that will not be data loaded into the system are:
 - Inventory and Items
 - Purchase Requisitions, Purchase Orders and Invoices
 - Historical Work Orders

Requirements Review

Tampa Bay Water has contracted CH2M HILL to conduct business process reengineering and to produce and document these business requirements. At the conclusion of that effort, EDI shall review these requirements for fit and completeness against out of the box Maximo 7.5 functionality and the specific requirements outlined in this Scope of Work and shall identify, document, and communicate any gaps to Tampa Bay Water. Both EDI and Tampa Bay Water shall review these gaps. If the gaps differ significantly from the Scope of Work, a Change Order may be negotiated if warranted.

SCHEDULE "B"

COMPENSATION

1.0 Compensation for Services

TAMPA BAY WATER shall pay CONSULTANT and CONSULTANT agrees to accept as full compensation for the Services the compensation as provided in Table B-1, which is attached hereto and made a part hereof. Payment will be computed in accordance with one of the following methods set forth in Administrative Policy 650-15, Schedule "C" hereof: Raw Labor Rate with Multiplier; Hourly Rate-All Inclusive; or Fixed Fee.

2.0 Contract Limit

The limit of this Agreement shall not exceed the amount shown in Table B-1 without approval from TAMPA BAY WATER in the form of a written amendment to this Agreement.

3.0 Compensation for Additional Services

Compensation to the CONSULTANT for performance of Additional Services pursuant to Article 11.0 of this Agreement, as well as the specific services to be performed and time of completion, shall be determined in a written amendment to this Agreement in advance of performance of said Additional Services, unless TAMPA BAY WATER authorizes in writing compensation for said Additional Services from TAMPA BAY WATER's Allowance. Non-scope services must be identified by the CONSULTANT prior to their performance. Failure to notify TAMPA BAY WATER in writing of non-scope services as required above shall be deemed a waiver of any claim by CONSULTANT that such services were non-scope services.

4.0 Time of Payment

CONSULTANT shall submit invoices to TAMPA BAY WATER by the 20th day of the month for all Services accomplished the previous calendar month, including property closings and properties recommended for eminent domain acquisition. If TAMPA BAY WATER fails to make any payment due CONSULTANT for services and expenses within sixty (60) days after receipt of CONSULTANT's invoice, CONSULTANT may, after giving seven (7) days written notice to TAMPA BAY WATER, suspend services under this Agreement until it has been paid in full all amounts due CONSULTANT hereunder.

Monthly invoices shall include separately listed charges for all portions of the Services for which compensation applies, including fees for Subconsultants and reimbursable expenses and costs.

5.0 TAMPA BAY WATER's Allowance

TAMPA BAY WATER's Allowance is for TAMPA BAY WATER's use, in the sole discretion of TAMPA BAY WATER, for the payment for Additional Services beyond the scope of the original Services and for whatever other purpose TAMPA BAY WATER deems to be in its best interest.

6.0 Late Payments

If TAMPA BAY WATER fails to make payment to CONSULTANT within the time period set forth herein, any such late payment shall accrue interest at the rate authorized by Law applicable to governmental entities at the time.

Table B-1



Cost and Fees

The table below shows the list of tasks, a number of hours per task and the types of resource(s) necessary to perform the work.

Milestone	Hours	Resource Type(s)	Cost
Initiate Phase Complete	83	PM, Consultant, Senior Systems Developer	\$12,450.00
Maximo Awareness Training Complete	32	PM, Consultant, Senior Systems Developer, Trainer	\$4,800.00
Functional Design Complete	276	PM, Consultant, Senior Systems Developer	\$41,400.00
Integration Strategy Complete	52	PM, Consultant, Senior Systems Developer	\$7,800.00
Configuration Management Plan Complete	36	PM, Senior Systems Developer	\$5,400.00
Technical Designs Complete	164	PM, Consultant, Senior Systems Developer	\$24,600.00
Development Iteration 1 Complete	598	PM, Consultant, Senior Systems Developer, Software Quality Analyst	\$89,700.00
Development Iteration 2 Complete	426	PM, Consultant, Senior Systems Developer, Software Quality Analyst	\$63,900.00
Development Iteration 3 Complete	426	PM, Consultant, Senior Systems Developer, Software Quality Analyst	\$63,900.00
Report Development Complete	144	PM, Senior Systems Developer	\$21,600.00
Training Materials Complete	200	Trainer	\$30,000.00
Development Data Migration Complete	166	PM, Senior Systems Developer, Data Analyst	\$24,900.00
Install Testing Environment Complete	88	PM, Senior Systems Developer, Data Analyst	\$13,200.00
User Acceptance Testing Complete	232	PM, Consultant, Senior Systems Developer	\$34,800.00
Training Complete	156	PM, Consultant, Senior Systems Developer, Trainer	\$23,400.00
Go Live	152	PM, Consultant, Senior Systems Developer	\$22,800.00
Bubble Support	80	PM, Consultant, Senior Systems Developer	\$12,000.00
Execute Project Closeout Process	16	PM, Consultant, Senior Systems Developer	\$2,400.00
Owner's Allowance		PM, Consultant, Senior Systems Developer, Trainer	\$50,000.00
Grand Total Hours	3,327		Grand Total Cost
			\$549,050.00

*This item is dependent upon Tampa Bay Water identifying additional work that is out of scope and agreeing to an estimated cost of effort.

For this implementation, per Tampa Bay Water Administrative Policy #650-15, EDI will offer the "Hourly Rate – all inclusive method" of \$150.00/hour. Billing will be on a Time and Materials Basis with appropriate backup provided as required by the Policy. Task compensation values may be adjusted with written authorization of Tampa Bay Water.

SCHEDULE "C"

**TAMPA BAY WATER
ADMINISTRATIVE POLICY 650-15**

Tampa Bay Water

ADMINISTRATIVE POLICY AND PROCEDURE DIRECTIVE 650-15

April 1, 2006

Financial Management

Policy to Standardize Consultant Fees Charged to Tampa Bay Water

OPR: FAM (Ms. Jane Kemerer)
Certified by: FA (Ms. Koni Cassini)
Supersedes: APPD 62-32, September 1, 2004

Pages: 7

I. PURPOSE:

This policy establishes a standardized method for setting fees proposed and/or charged to Tampa Bay Water by consultants and other third parties providing personal/professional services to Tampa Bay Water. These procedures are intended to provide a simplified, efficient mechanism for administering fee structures that will be comparable among entities providing the same or like services.

II. SCOPE:

This policy is applicable to the services of consultants hired directly by Tampa Bay Water and to the services of sub-consultants who perform work for Tampa Bay Water which are charged through to Tampa Bay Water under another consultant's billing. This policy shall be utilized in the process of requesting proposals for services and in the actual billing of services to Tampa Bay Water by the consultants. Personal/professional services include, but are not limited to, companies and individuals providing the following services: engineering; surveying; architectural; auditing; accounting; computer programming and software design; public relations and design; environmental and hydrologic data collection; monitoring and analysis; construction management; land agent services; water supply sampling and testing; records management services; and other as-needed professional or personal services. This Policy does not apply to construction contractors, legal services, or to the purchase of goods and products or the provision of services relative to the maintenance and repair of those goods or products.

This policy applies to Proposals and Bid requests issued after the effective date of the policy and the resulting contracts/services. It does not apply to contracts existing on or prior to the effective date.

III. POLICY:

- A) All individuals or companies providing personal/professional services to Tampa Bay Water shall be required to utilize one of the three methods described below to determine their hourly rate(s) or total fees when proposing and billing fees for services.
- B) The specific method to be used must be established by the project manager, with Director approval, at the time Requests for Proposals/Qualifications (RFP) or Bid requests are issued. A single RFP or Bid shall not utilize both the Raw Labor Rate and the Hourly Rate method. However, contracts for both specified tasks and as-needed services may utilize a rate method and a Fixed Fee method when determined by the project manager to be necessary. Requests for Proposals/Qualifications or Bid requests must state the standard fee method required for the services being proposed. Each contract prepared must also contain a fee schedule based on the required method. Furthermore, all contracts issued as a result of a single RFP or Bid must utilize the method specified in the RFP or Bid. Staff is also encouraged to use the same standard fee method for all services of a particular type. (For example, all engineering services would use the same standard fee method, regardless of the specific nature of the tasks or the department requesting the services.)
- C) Regardless of which of the following three methods is used, the final Rate or Fixed Fee must reflect the final total rate or fee to be billed to Tampa Bay Water **inclusive of all direct, indirect and overhead costs and profit component**. No additional cost recovery or profit will be allowed in addition to the established Rate or Fixed Fee except as described under "Sub-consultant/Outside Services" and "Out-of-State Travel".

1. **Raw Labor Rate with Multiplier method:**

For purposes of this policy, the Raw Labor Rate is defined as the gross wage rate per hour earned by or paid to one or more classes of employee of the consultant, without regard to or inclusion of employee benefits, administrative costs or any other costs of the consultant. The permitted billing method is the Raw Labor Rate X (times) a multiplier which shall not exceed 3.33 (multiplier includes all employee benefits, labor overhead, general and administrative overhead, direct charges and profit).

- a) The multiplier to be used for a specific contract or group of contracts shall be established by Tampa Bay Water and stated in the Request for Proposals/Qualifications or Bid request that is published by Tampa Bay Water. Such multiplier will be established by Tampa Bay Water based on

industry trends, vendor history or such other market indicators as may be available, but in no case shall it exceed the maximum multiplier of 3.33.

- b) By revision of this policy, Tampa Bay Water may, but has no obligation to, change its maximum allowable multiplier based on the Consumer Price Index, industry trends or such other market indicators as are determined to be appropriate. Such change shall be made no more frequently than semi-annually and will be effective only for Requests for Proposals/Qualifications/Bids published and contracts executed or amended after the effective date of the policy revision.

2. Hourly Rate – all inclusive method:

Total hourly rate all inclusive of labor, employee benefits, labor overhead, general and administrative overhead, direct charges and profit.

3. Fixed Fee method:

In those instances where Tampa Bay Water is contracting for a fixed, specified task or tasks and the department director determines it to be in the best interest of Tampa Bay Water, the Request for Proposals/Qualifications/Bids may specify that the vendor shall propose a single all-inclusive Fee for the defined task(s). The Request for Proposals/Qualifications/Bids must state the task(s) to be performed to which the all-inclusive fee applies and must state that no other fees, direct charges or other charges will be paid by Tampa Bay Water to the vendor relative to the defined tasks.

- D) Fee Schedules submitted by consultants and other third parties under methods C)1. and C)2. shall be itemized by labor position or function as appropriate for the particular contract.
- E) All invoices submitted to Tampa Bay Water for payment for contracts awarded under methods C)1. and C)2. shall show, at a minimum, number of hours worked, dates worked, rate, name and position of personnel performing the work and amount due for the services. Invoices submitted under method C)3. shall show, at a minimum, the dates of service, description of service and amount due for the service. Project Managers may specify inclusion of additional information when needed.
- F) **Sub-consultant/Outside Services:**
Sub-consultant or Outside Services in excess of \$300 may be submitted to Tampa Bay Water by the lead consultant for reimbursement at actual cost plus an administrative markup not to exceed 5%. Copies of the Sub-consultant/Outside service invoice approved by the consultant must accompany the consultant invoice submitted to Tampa Bay Water. If the executed contract requires that a consultant pay a sub-consultant prior to requesting reimbursement for those costs, the sub-consultant invoice submitted must include the date paid by the consultant. The Sub-consultant/Outside Services invoice shall also adhere to the fee and cost standards

established by this policy. Reimbursement shall not be made for services or costs that do not comply with this policy or which do not have proper documentation including, but not limited to, invoices, time sheets, travel reports, paid receipts and so forth. Sub-consultant/Outside services include, but are not limited to, services such as rental of highly-specialized equipment which is not used routinely by the consultant, bulk printing of reports, bulk mailings, photography, placement of advertisements and laboratory fees. It does not include rental of vehicles, computers, purchase of software, travel or other expenses which are considered to be direct costs or general and administrative overhead and should be included in the established Rate or Fixed Fee. Reimbursement of lesser amounts or other exceptions is discouraged and requires written project manager approval prior to incurring the cost. The written approval must be itemized for each activity and occurrence. A copy of this prior written approval must be submitted to the Finance Department with the invoice requesting reimbursement.

G) Direct Charges:

Direct Charges, as referred to in C), are to be included in the established Rate or Fixed Fee and shall not be considered for additional reimbursement. These costs include, but are not limited to, the following:

- Computer time
- Use of any equipment owned by the consultant. (e.g. vehicles, monitoring equipment, cameras, etc.)
- In-house printing
- Research materials
- Telecommunications (e.g. phones, long distance, facsimiles, networking)
- Postage (including overnight, regular mail and courier services)
- Tolls
- Parking
- Gas
- Vehicle Mileage
- Meals (including business meetings)
- In-State Travel (including, but not limited to, airfare, car rental, hotel and taxi.

H) Out-of-State Travel:

For purposes of this policy, Out-of-State Travel is defined as travel between the State of Florida and another point outside the State of Florida by a consultant/sub-consultant or their employee (traveler) which occurs in the performance of tasks authorized by Tampa Bay Water. When an RFP/Bid covers services that require Out-of-State Travel, a provision may be included in the fee arrangement to reimburse the consultant for the Out-of-State Travel subject to the following limitations:

a) Airfare/Mileage:

Tampa Bay Water will reimburse the actual cost of round-trip airfare between the Out-of-State Metropolitan Area where traveler's assigned

office or residence is located and the Tampa Metropolitan Area or between the Florida Metropolitan Area where traveler's assigned office or residence is located and the temporary Out-of-State work location for each task assigned. If an assigned task requires a stay greater than one week, Tampa Bay Water shall reimburse (1) one additional round-trip airfare between traveler's assigned office area/residence and temporary work location for each included weekend or (2) the actual cost of hotel/lodging for the included weekend(s). Tampa Bay Water reserves the right to specify on a task by task basis whether it will reimburse weekend airfare or lodging depending on the length of time of the tasks and the expected cost. The Tampa Bay Water Project Manager shall make this determination when tasks are assigned. All airfare must be Coach Fare or lower and the lowest available fares and advance booking shall be utilized to minimize cost whenever possible when selecting airlines and schedules. Tampa Bay Water reserves the right to deny reimbursement of airfares that are excessive due to the failure of the traveler to either advance book or to use the most cost effective airlines when they had sufficient notification from Tampa Bay Water to do so.

If a traveler travels by private vehicle rather than air, they will be reimbursed the lesser of (1) the actual vehicle mileage traveled at the mileage rate currently in effect for Tampa Bay Water travelers or (2) the airfare that would have been charged had they elected to fly as determined by Tampa Bay Water.

b) Hotel/Lodging:

For work assignments of one week or less, Tampa Bay Water shall reimburse the actual cost of hotel room or comparable accommodations for the period beginning with the night before the first day of service to Tampa Bay Water and ending on the night of the last day of service to Tampa Bay Water. Nights before and after this period including holiday nights and weekend nights will not be reimbursed unless the consultant is actually working for Tampa Bay Water on the holiday or week-end days. If an assigned task requires a stay greater than one week, Tampa Bay Water shall reimburse for (1) one additional round-trip airfare between traveler's assigned office area/residence and temporary work location for each included weekend or (2) the actual cost of hotel/lodging for the included weekend(s) as described in a) above. If the assignment is to last for an extended period of time beyond one month and the traveler obtains lodging on a monthly basis which is clearly less costly than other lodging alternatives, Tampa Bay Water shall reimburse that lodging cost as well as the cost of one round-trip airfare per month for the traveler to return to their home. Reimbursement of actual hotel/lodging costs shall be limited to 115% of the GSA published per diem rate for the specific city or Metropolitan area plus applicable taxes. (See <http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd03d.html> or www.gsa.gov "per diem rates".)

c) Shuttle/Taxi:

Tampa Bay Water will reimburse the cost of shuttle service/taxi from airport to hotel and between the hotel and temporary work location(s). Transportation to meal locations is included in the M&IE per diem and will not be reimbursed under this part. There will be no reimbursement for transportation from traveler's home or assigned office to airport, including the cost of airport parking.

d) Rental Car:

The cost of a rental car at the location of temporary assignment will be reimbursed when use of a vehicle is necessary or when it is the most cost-effective transportation available for commuting between hotel and work location(s). Reimbursement will be limited to economy or compact class of vehicles, except that another class may be used if the cost for the period of use is lower than or equal to the cost of the economy or compact class for the same period. Consultant must provide evidence of this cost savings. If another type of vehicle is required for the tasks assigned, this must be approved in writing by the project manager prior to reimbursement.

e) Meal and incidental expense (M&IE):

Meals will be reimbursed at the M&IE rate currently in effect as published by the General Services Administration (GSA) for overnight travel only. There will be no meal per diem for travel which does not include an overnight stay. A meal per diem will not be paid for weekends and holidays unless the traveler is actually working for Tampa Bay Water on those days and such hours of work are documented by an approved time sheet.

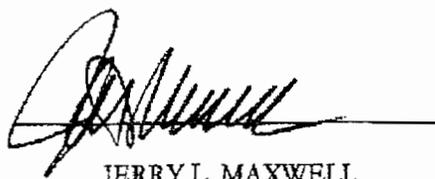
The M&IE allowance is established periodically by the GSA and varies by area of the country traveled to. Effective April 1, 2006 (for contracts resulting from requests for proposals or bids issued on or after that date) Tampa Bay Water will utilize the GSA rates in effect on that date, as approved by the Board of Directors. Subsequently, such rates will be adjusted to the GSA rates whenever the GSA publishes revised rates. The GSA normally changes its rates on October 1 of each year and may also make interim changes to the rate schedules. It shall be the responsibility of every traveler to check the current rates for their travel destination and dates of travel on the GSA website: www.gsa.gov. [Click on "e-tools", then on "Per Diem Rates".]

The full GSA M&IE rate will be paid for a full day (midnight to midnight) of travel. The traveler will be compensated at 75% of the full rate for the day of departure and the day of return. (E.g. if the full rate is \$39, the traveler will receive \$29.25 for the day of departure and \$29.25 for the day of return and \$39 for any intervening days.) If the cost of one or more meals is included in the registration fee for an activity, the per diem

payable to the traveler will be reduced for each meal so included based on the GSA's Meals and Incidental Expense Breakdown at www.gsa.gov.

The M&IE allowance includes the cost of meals and incidental expenses (tips at restaurants and hotels, tips for baggage handling and transportation between the business location and places where meals are taken). No further amounts shall be reimbursed for those items.

- f) Supporting Documentation:
The following supporting documentation must be included with any request for reimbursement of Out-of-State Travel costs:
- (1) Tampa Bay Water Travel Reimbursement Form for Consultants, completed with dates and times of travel, days worked for Tampa Bay Water, detail of expenses incurred and business purpose.
 - (2) Copy of airline ticket and boarding pass as proof of travel.
 - (3) Copy of paid hotel/lodging bill.
 - (4) Copy of receipt for taxi/shuttle if greater than \$10.00 individually or \$25.00 in the aggregate.
 - (5) Copy of paid rental car invoice/agreement.
- g) Travel Costs not listed in a) through e) or not documented in accordance with f) shall not be reimbursed.
- h) Tampa Bay Water shall not reimburse the travel costs of any individual if the work assignment for that individual is expected to last longer than one year. (Such assignments are deemed indefinite in accordance with the Internal Revenue Service regulations and, as such, do not constitute deductible travel expenses to the traveler.)

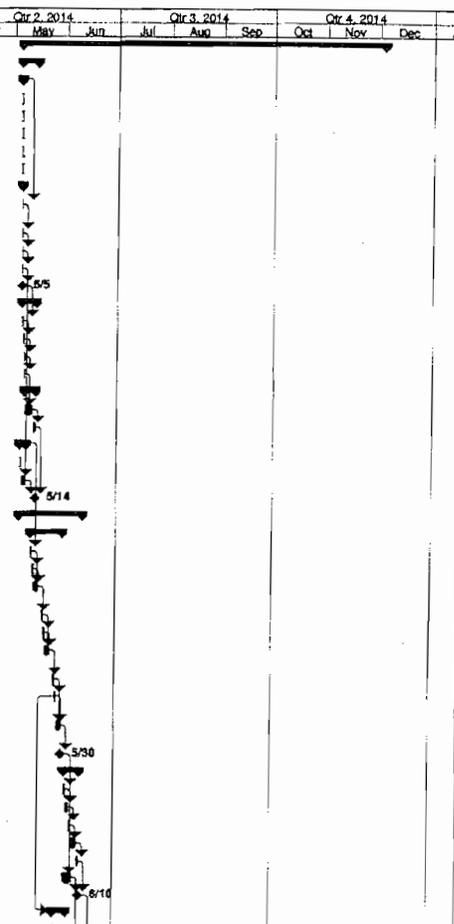


JERRY L. MAXWELL
General Manager

SCHEDULE "D"
PROJECT SCHEDULING

Tampa Bay Water Maximo 7.5 Implementation

ID	% Complete	Task Name	Start	Finish	Duration	Work	Qtr 2, 2014			Qtr 3, 2014			Qtr 4, 2014		
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	0%	Tampa Bay Water	Mon 5/5/14	Wed 12/3/14	192.13 days	3,327 hrs									
2	0%	Initiate	Mon 5/5/14	Wed 5/14/14	7.5 days	115 hrs									
3	0%	Project Logistics	Mon 5/5/14	Mon 5/5/14	0.13 days	24 hrs									
4	0%	Project Team Intro / On boarding	Mon 5/5/14	Mon 5/5/14	1 hr	4 hrs									
5	0%	Travel Logistics / Policies	Mon 5/5/14	Mon 5/5/14	1 hr	4 hrs									
6	0%	Work Spaces / Remote Access / Machines / Tools	Mon 5/5/14	Mon 5/5/14	1 hr	4 hrs									
7	0%	Team Startup	Mon 5/5/14	Mon 5/5/14	1 hr	4 hrs									
8	0%	Security/Badging	Mon 5/5/14	Mon 5/5/14	1 hr	8 hrs									
9	0%	Execute Project Kickoff	Mon 5/5/14	Mon 5/5/14	0.5 days	4 hrs									
10	0%	Present Iterative Project Methodology - Tasks, Roles, and Responsibilities	Mon 5/5/14	Mon 5/5/14	1 hr	1 hr									
11	0%	Confirm agreement on Project Methodology	Mon 5/5/14	Mon 5/5/14	1 hr	1 hr									
12	0%	Confirm Scope	Mon 5/5/14	Mon 5/5/14	1 hr	1 hr									
13	0%	Initial Risk Assessment / Set up Risk Matrix & Process	Mon 5/5/14	Mon 5/5/14	1 hr	1 hr									
14	0%	Project Kickoff Complete	Mon 5/5/14	Mon 5/5/14	0 hrs	0 hrs									
15	0%	Plan Design Stage	Mon 5/5/14	Wed 5/14/14	6.88 days	35 hrs									
16	0%	Detailed Scope Review from RFP and Assessment	Mon 5/5/14	Tue 5/6/14	1 day	8 hrs									
17	0%	High Level Data Review	Tue 5/6/14	Wed 5/7/14	4 hrs	4 hrs									
18	0%	Workshop Agendas and Schedule	Wed 5/7/14	Wed 5/7/14	2 hrs	2 hrs									
19	0%	Deliverable Format and Content Review	Wed 5/7/14	Wed 5/7/14	1 hr	1 hr									
20	0%	Baseline Project Plan	Wed 5/7/14	Wed 5/14/14	5 days	40 hrs									
21	0%	Finalize and Submit Project Plan	Wed 5/7/14	Mon 5/12/14	3 days	24 hrs									
22	0%	Feedback and Updates to Project Plan	Mon 5/12/14	Wed 5/14/14	2 days	16 hrs									
23	0%	Maximo Immersion Training	Mon 5/6/14	Thu 5/8/14	4 days	32 hrs									
24	0%	Prepare Maximo Immersion Training	Mon 5/5/14	Mon 5/5/14	1 day	8 hrs									
25	0%	Conduct Maximo Immersion Training	Tue 5/6/14	Thu 5/8/14	3 days	24 hrs									
26	0%	Initiate Phase Complete	Wed 5/14/14	Wed 5/14/14	0 days	0 hrs									
27	0%	Define	Mon 5/6/14	Wed 6/11/14	27.5 days	364 hrs									
28	0%	Conduct Requirements/PSD Workshops	Mon 5/12/14	Fri 5/30/14	15 days	168 hrs									
29	0%	Workshop #1 - Org / Site / Asset / Location	Mon 5/12/14	Mon 5/12/14	1 day	16 hrs									
30	0%	Workshop #2 - Work Mgmt, Operators Logs	Tue 5/13/14	Tue 5/13/14	1 day	16 hrs									
31	0%	Documentation for Workshops 1 and 2 (includes feedback loop)	Wed 5/14/14	Fri 5/16/14	3 days	24 hrs									
32	0%	Workshop #3 - Maint. Planning (PM/JP)	Mon 5/19/14	Mon 5/19/14	1 day	16 hrs									
33	0%	Workshop #4 - People / Labor / Security / Groups	Tue 5/20/14	Tue 5/20/14	1 day	16 hrs									
34	0%	Documentation for Workshops 3 and 4 (includes feedback loop)	Wed 5/21/14	Fri 5/23/14	3 days	24 hrs									
35	0%	Workshop #5 - 10 Reports, Reporting Environment	Mon 5/26/14	Mon 5/26/14	1 day	16 hrs									
36	0%	Workshop #6 - Technical Workshop for Integration to Munis, GIS, HP, Enterprise DB, Soda	Tue 6/2/14	Tue 5/27/14	1 day	16 hrs									
37	0%	Documentation for Workshop 5 and 6 (includes feedback loop)	Wed 5/28/14	Fri 5/30/14	3 days	24 hrs									
38	0%	Workshops Complete	Fri 5/30/14	Fri 5/30/14	0 days	0 hrs									
39	0%	Produce Design Requirements	Mon 6/2/14	Tue 6/10/14	7 days	100 hrs									
40	0%	Complete Workshop Outputs & Interactive Review	Mon 6/2/14	Mon 6/2/14	1 day	20 hrs									
41	0%	Complete Functional Design Document(s)	Tue 6/3/14	Wed 6/4/14	2 days	32 hrs									
42	0%	Final Design Walkthrough	Thu 6/5/14	Thu 6/5/14	1 day	8 hrs									
43	0%	Functional Design Feedback/Update	Fri 6/6/14	Mon 6/9/14	2 days	12 hrs									
44	0%	Functional Design Acceptance	Tue 6/10/14	Tue 6/10/14	1 day	4 hrs									
45	0%	Produce Data Migration Plan	Mon 6/2/14	Fri 6/6/14	5 days	24 hrs									
46	0%	Functional Design Complete	Tue 6/10/14	Tue 6/10/14	0 days	0 hrs									
47	0%	Integration Strategy	Tue 5/27/14	Tue 6/3/14	6 days	32 hrs									
48	0%	Integration Strategy Meeting	Tue 5/27/14	Tue 5/27/14	1 day	16 hrs									



Tampa Bay Water Maximo 7.5 Implementation

ID	%	Task Name	Start	Finish	Duration	Work	Gantt Chart															
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar				
49	0%	Document Integration Strategy, Review and Feedback	Wed 5/28/14	Mon 6/2/14	4 days	32 hrs																
50	0%	Integration Strategy Acceptance	Tue 6/3/14	Tue 6/3/14	1 day	4 hrs																
51	0%	Integration Strategy Complete	Tue 6/3/14	Tue 6/3/14	0 days	0 hrs																
52	0%	Configuration Management Plan	Mon 5/5/14	Wed 6/11/14	27.5 days	36 hrs																
53	0%	Obtain Agreement on Environments and Deployment Strategy	Mon 5/5/14	Mon 5/5/14	0 days	4 hrs																
54	0%	Produce Configuration Management Plan Draft	Wed 6/4/14	Fri 6/6/14	20 hrs	16 hrs																
55	0%	Configuration Management Plan Review & Feedback Loop	Fri 6/6/14	Tue 6/10/14	2 days	8 hrs																
56	0%	Finalize Configuration Management Plan	Tue 6/10/14	Wed 6/11/14	8 hrs	8 hrs																
57	0%	Configuration Management Plan Complete	Wed 6/11/14	Wed 6/11/14	0 days	0 hrs																
58	0%	Plan Development Iterations	Mon 6/9/14	Mon 6/9/14	1 day	4 hrs																
59	0%	Execute Development Plan & Scope Session	Mon 6/9/14	Mon 6/9/14	8 hrs	4 hrs																
60	0%	Re-baseline Project Plan	Tue 6/10/14	Wed 6/11/14	1.25 days	4 hrs																
61	0%	Update Project Plan with Development Iterations	Tue 6/10/14	Tue 6/10/14	8 hrs	2 hrs																
62	0%	Produce Post-Define Project Plan Baseline	Wed 6/11/14	Wed 6/11/14	2 hrs	2 hrs																
63	0%	Define Activities Complete	Wed 6/11/14	Wed 6/11/14	0 days	0 hrs																
64	0%	Develop	Mon 5/5/14	Wed 9/17/14	97.13 days	2,124 hrs																
65	0%	Produce Technical Designs	Tue 6/10/14	Tue 7/1/14	15.25 days	164 hrs																
66	0%	HW and Infrastructure Setup	Wed 6/11/14	Thu 6/12/14	1 day	18 hrs																
67	0%	Build Development and Test Environments per CM Plan	Thu 6/12/14	Wed 6/18/14	4 days	16 hrs																
68	0%	Prioritize Initial Development List	Tue 6/10/14	Fri 6/13/14	3.25 days	28 hrs																
69	0%	Conduct Development Packet Prioritization/Scheduling Session	Tue 6/10/14	Tue 6/10/14	8 hrs	12 hrs																
70	0%	Adjust Initial Iteration Schedule as Required	Wed 6/11/14	Wed 6/11/14	2 hrs	8 hrs																
71	0%	Produce Prioritized Iteration Work List	Wed 6/11/14	Fri 6/13/14	16 hrs	8 hrs																
72	0%	Produce Technical Designs	Fri 6/13/14	Fri 6/27/14	2 wks	80 hrs																
73	0%	Technical Design Review and Feedback Loop	Fri 6/27/14	Tue 7/1/14	2 days	24 hrs																
74	0%	Technical Designs Complete	Tue 7/1/14	Tue 7/1/14	0 days	0 hrs																
75	0%	Execute Development Iterations	Tue 7/1/14	Tue 9/16/14	55.13 days	1,450 hrs																
76	0%	Re-Prioritize Work List	Tue 7/1/14	Tue 7/1/14	1 hr	8 hrs																
77	0%	Iteration 1 - (3 Developers)	Tue 7/1/14	Wed 7/30/14	21.83 days	584 hrs																
78	0%	Conduct Iteration Kickoff & Scope Review	Tue 7/1/14	Tue 7/1/14	4 hrs	8 hrs																
79	0%	Iteration Development - Asset/Location/JP/PM/WO + Admin	Tue 7/1/14	Tue 7/29/14	4 wks	500 hrs																
80	0%	Mid-Iteration Walk Through / Check Point	Tue 7/15/14	Wed 7/16/14	4 hrs	24 hrs																
81	0%	Develop Test Scripts	Thu 7/24/14	Tue 7/29/14	24 hrs	24 hrs																
82	0%	End of Iteration Walk Through	Tue 7/29/14	Wed 7/30/14	4 hrs	24 hrs																
83	0%	Produce Iteration Summary Report	Wed 7/30/14	Wed 7/30/14	4 hrs	10 hrs																
84	0%	Feed Iteration Issues/Findings to Work List	Wed 7/30/14	Wed 7/30/14	1 hr	4 hrs																
85	0%	Iteration 1 Complete	Wed 7/30/14	Wed 7/30/14	0 days	0 hrs																
86	0%	Re-Prioritize Work List	Thu 7/31/14	Thu 7/31/14	1 hr	8 hrs																
87	0%	Iteration 2 - (3 Developers)	Wed 7/30/14	Fri 8/22/14	16.83 days	414 hrs																
88	0%	Conduct Iteration Kickoff & Scope Review	Wed 7/30/14	Thu 7/31/14	4 hrs	8 hrs																
89	0%	Iteration Development	Thu 7/31/14	Thu 8/21/14	3 wks	320 hrs																
90	0%	Mid-Iteration Walk Through / Check Point	Thu 8/14/14	Thu 8/14/14	4 hrs	24 hrs																
91	0%	Develop Test Scripts	Mon 8/18/14	Thu 8/21/14	24 hrs	24 hrs																
92	0%	End of Iteration Walk Through	Thu 8/21/14	Thu 8/21/14	4 hrs	24 hrs																
93	0%	Produce Iteration Summary Report	Thu 8/21/14	Fri 8/22/14	4 hrs	10 hrs																
94	0%	Feed Iteration Issues/Findings to Work List	Fri 8/22/14	Fri 8/22/14	1 hr	4 hrs																
95	0%	Iteration 2 Complete	Fri 8/22/14	Fri 8/22/14	0 days	0 hrs																
96	0%	Re-Prioritize Work List	Fri 8/22/14	Fri 8/22/14	1 hr	8 hrs																
97	0%	Iteration 3 - (3 Developers)	Fri 8/22/14	Tue 9/16/14	16.83 days	414 hrs																

Tampa Bay Water Maximo 7.5 Implementation

ID	% Complete	Task Name	Start	Finish	Duration	Work	Qtr 2, 2014			Qtr 3, 2014			Qtr 4, 2014		
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
98	0%	Conduct Iteration Kickoff & Scope Review	Fri 8/22/14	Mon 8/25/14	4 hrs	8 hrs									
99	0%	Iteration Development	Mon 8/25/14	Mon 9/15/14	30 days	320 hrs									
100	0%	Mid-iteration Walk Through / Check Point	Mon 9/8/14	Mon 9/8/14	1 day	24 hrs									
101	0%	Develop Test Scripts	Wed 9/10/14	Mon 9/15/14	4 days	24 hrs									
102	0%	End of iteration Walk Through	Mon 9/15/14	Mon 9/15/14	1 day	24 hrs									
103	0%	Produce Iteration Summary Report	Mon 9/15/14	Tue 9/16/14	1 day	10 hrs									
104	0%	Feed iteration issues/Findings to Work List	Tue 9/16/14	Tue 9/16/14	1 day	4 hrs									
105	0%	Iteration 3 Complete	Tue 9/16/14	Tue 9/16/14	1 day	0 hrs									
106	0%	Determine need for additional Development Iterations	Tue 9/16/14	Tue 9/16/14	1 day	4 hrs									
107	0%	Report Development	Tue 7/1/14	Wed 9/17/14	46 days	144 hrs									
108	0%	Report Specifications	Tue 7/1/14	Fri 7/4/14	3 days	24 hrs									
109	0%	Report Development / Conversion	Tue 8/26/14	Tue 9/16/14	20 days	120 hrs									
110	0%	Report Development Complete	Tue 9/16/14	Wed 9/17/14	1 day	0 hrs									
111	0%	Data Gathering / Migration to DEV	Mon 5/5/14	Wed 7/30/14	82 days	166 hrs									
112	0%	Provide Excel Templates to gather data	Mon 5/5/14	Mon 5/5/14	1 day	8 hrs									
113	0%	Train on Templates	Mon 5/5/14	Mon 5/5/14	1 day	8 hrs									
114	0%	Data Load to Dev	Wed 7/30/14	Wed 7/30/14	1 day	150 hrs									
115	0%	Develop Training Materials (including Feedback loop)	Tue 8/12/14	Tue 9/16/14	35 days	200 hrs									
116	0%	Training Materials Complete	Tue 9/16/14	Tue 9/16/14	1 day	0 hrs									
117	0%	Development Complete	Tue 9/16/14	Tue 9/16/14	1 day	0 hrs									
118	0%	Validate	Tue 9/16/14	Mon 10/20/14	24 days	320 hrs									
119	0%	Install Testing Environment	Tue 9/16/14	Fri 10/10/14	14 days	86 hrs									
120	0%	Install Software + Initial Configuration	Tue 9/16/14	Wed 9/17/14	1 day	24 hrs									
121	0%	Data Load TEST	Wed 9/17/14	Wed 9/24/14	7 days	40 hrs									
122	0%	Initial Verification by EDI	Wed 9/24/14	Fri 10/10/14	16 days	24 hrs									
123	0%	Install Testing Environment Complete	Fri 10/10/14	Fri 10/10/14	1 day	0 hrs									
124	0%	Execute UAT	Wed 9/24/14	Mon 10/20/14	16 days	232 hrs									
125	0%	Execute UAT - Cycle 1	Wed 9/24/14	Wed 10/1/14	7 days	80 hrs									
126	0%	UAT Issues Resolution Cycle	Wed 10/1/14	Wed 10/8/14	7 days	80 hrs									
127	0%	Execute UAT - Cycle 2	Wed 10/8/14	Mon 10/13/14	5 days	48 hrs									
128	0%	Produce UAT Documentation	Mon 10/13/14	Mon 10/20/14	7 days	24 hrs									
129	0%	UAT Complete	Mon 10/20/14	Mon 10/20/14	1 day	0 hrs									
130	0%	Validation Complete	Mon 10/20/14	Mon 10/20/14	1 day	0 hrs									
131	0%	Deploy	Mon 10/20/14	Fri 11/14/14	24 days	306 hrs									
132	0%	Deliver Training	Mon 10/20/14	Mon 11/30/14	40 days	156 hrs									
133	0%	Deliver Role Based Training	Mon 10/20/14	Thu 10/30/14	10 days	64 hrs									
134	0%	Deliver Administration Training	Thu 10/30/14	Mon 11/2/14	3 days	16 hrs									
135	0%	Open House Style Training	Mon 10/20/14	Mon 11/3/14	14 days	76 hrs									
136	0%	Training Complete	Mon 11/3/14	Mon 11/3/14	1 day	0 hrs									
137	0%	Go Live	Mon 11/3/14	Fri 11/14/14	11 days	182 hrs									
138	0%	Build PROD Environment	Mon 11/3/14	Thu 11/6/14	3 days	24 hrs									
139	0%	Production Maximo/Sydo System Installation	Thu 11/6/14	Mon 11/10/14	4 days	16 hrs									
140	0%	Develop Go-Live Execution Plan	Mon 11/10/14	Tue 11/11/14	1 day	8 hrs									
141	0%	Review & Approve Go-Live Execution Plan	Tue 11/11/14	Wed 11/12/14	1 day	4 hrs									
142	0%	Perform Production Data Load(s)	Wed 11/12/14	Fri 11/14/14	2 days	100 hrs									
143	0%	Go Live	Fri 11/14/14	Fri 11/14/14	1 day	0 hrs									
144	0%	Operate	Fri 11/14/14	Wed 12/2/14	13 days	96 hrs									
145	0%	Provide Bubble Support	Fri 11/14/14	Fri 11/28/14	14 days	80 hrs									
146	0%	Bubble Support Complete	Fri 11/28/14	Fri 11/28/14	1 day	0 hrs									
147	0%	Execute Project Closeout Process	Fri 11/28/14	Tue 12/2/14	4 days	16 hrs									
148	0%	Project Closeout Complete	Tue 12/2/14	Wed 12/3/14	1 day	0 hrs									

SCHEDULE "E"

CERTIFICATE OF INSURANCE FORM or APPROVED ACORD FORM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M. E. Wilson Co., Inc. 300 W. Platt St. Ste 200 Tampa, FL 33606 Billy West	1-813-229-8021	CONTACT NAME: Meagan Sutton, CIC PHONE (A/C No. Ext): 813-349-2237 E-MAIL ADDRESS: msutton@newilson.com FAX (A/C No.): 813-739-6036
INSURED Electronic Data, Inc. 780 Carillon Parkway Suite 100 St. Petersburg, FL 33716		INSURER(S) AFFORDING COVERAGE
		INSURER A: St Paul Fire & Marine Ins Co INSURER B: TRAVELERS IND CO INSURER C: Phoenix Ins Co INSURER D: UNDERWRITERS AT LLOYDS LONDON INSURER E: INSURER F:
		NAIC # 1643 25658 25623 15792

COVERAGES

CERTIFICATE NUMBER: 39198587

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 SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ZLP-12P50579	01/17/14	01/17/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA-311M6278	01/17/14	01/17/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZLP-12P50579	01/17/14	01/17/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	HNUB-8995C33-0	01/17/14	01/17/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omission (Professional Liability)		469639	01/17/14	01/17/15	Limit: 3,000,000 Agg. Limit: 3,000,000 Per Claim Ded: 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Tampa Bay Water, its consultants, directors, officers, employees, representative or agents are included as Additional Insureds with regards to General Liability, and Auto Liability, as required by written contract. Waiver of Subrogation in favor of the Additional Insured's with regards to General Liability, and Auto Liability policies, as required by written contract.

30 Days Notice of Cancellation applies except 10 days for non-payment of premium per Fla Statutes

CERTIFICATE HOLDER**CANCELLATION**

Tampa Bay Water

2575 Enterprise Road

Clearwater, FL 33763-1102

USA

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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EXHIBIT B

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Prepared for:

pompano
beach

**Scope of Work for
Implementation of
Maximo**

maximo

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June 16, 2014

Utilities Department of The City of Pompano Beach
1205 NE 5 Avenue,
Pompano Beach, FL 33060

Attention: Maria Loucraft, Utilities Compliance & Efficiency Manager

Subject: EDI response to the request for CMMS Implementation Scope and Fees

Ms. Maria Loucraft,

EDI would like to thank you for the opportunity to present this Statement of Work and Cost Estimate for implementing Maximo at the City of Pompano Beach.

We look forward to making this a highly successful project for the City of Pompano Beach. Should you have any additional questions, please feel free to contact me at (727) 299-9304 or bharrison@edatai.com.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brian Harrison', written over a horizontal line.

Brian Harrison
Territory Manager



Scope of Work Project 1

The following Scope of Work (SOW) documents major tasks and deliverables contained within the project plan (organized by phase and milestone) for implementation of Maximo. Configurations should be based on the organization's needs, but data will be limited to Pompano Beach's Reuse Treatment Plant. In addition to the task description, the expected effort, along with start/stop dates for each milestone is included.

Initiate Phase

Initiate Phase Complete

Effort: 79 hours

Estimated Duration: 2 weeks

The major tasks are:

- Project kickoff preparation
- Conduct the project kickoff
- Onboard the EDI team members
- Interview Project Stakeholders
- Plan Define Stage
- Resources: PM, Functional Lead, Technical Lead

Maximo Awareness Training Complete

Effort: 32 hours

Estimated Duration: 1 week

The major tasks are:

- 8 hours of preparation time
- 24 hours (3 days) of instructor-led training
 - Students will watch and listen to the trainer instead of attempting to follow along in front of a machine and perform exercises.
 - Pertinent modules to the implementation will be covered.

Define Phase

Functional Design Complete

Effort: 304 hours

Estimated Duration: 4 weeks

The major tasks are:

- Execution of 7 one-day topic-based Workshops, including:
 - Workshop #1 – Org / Site / Asset / Location
 - Workshop #2 – Work Management, Operators Logs
 - Workshop #3 – Maintenance Planning (PM/JP)
 - Workshop #4 – People / Labor / Security / Groups
 - Workshop #5 – Mobile
 - Workshop #6 – Report Specifications, Reporting Environment
 - Workshop #7 – SCADA Integration
- Documentation and client review for each of the workshop session notes
- A single functional requirements document, compiled from the workshop session notes
- A Data Migration Plan, outlining the plan for capturing and migrating data to and from environments throughout the life of the project
- A User Training Plan, outlining the plan for training power users, end users and administrators
- An updated Project Plan, including a plan for the Development Iterations
- Assistance with the Hardware and Architecture Design. The assistance will be provided by an EDI technical resource
- Each workshop will have 2 resources present. One to facilitate, and one to document the workshop discussion and decisions

Configuration Management Plan Complete

Effort: 37 hours

Estimated Duration: 1 week

The major tasks are:

- Meeting to discuss and agree on configuration management plans
- A document that summarizes the discussion and decisions in the plan



Develop Phase

Technical Designs Complete

Effort: 285 hours

Estimated Duration: 4 weeks

The major tasks are:

- Hardware and Infrastructure Setup
- Build the Development Environment per the Configuration Management Plan – EDI technical resource will install the product in a development environment.
- Conduct Development Prioritization/Scheduling Session
 - Adjust Initial Iteration Schedule as Required
 - Produce Prioritized Iteration Work List
- Produce Technical Designs – Technical designs are limited to complex configurations and integrations only.
- Technical Design Review and Feedback Loop
- Resources involved: PM, Functional, and Technical resources, Pompano Beach Technical resources for Hardware and Infrastructure setup and support while software installation occurs.

Development Iterations (2 Iterations)

Effort: 660 hours

Estimated Duration: 13 weeks

For each iteration, the major tasks are:

- Conduct Iteration Kickoff & Scope Review
- Iteration Development
 - Iteration #1 – System Configuration and Development Data Migration
 - Iteration #2 – Mobile and Integrations
- Mid-Iteration Walk Through / Check Point
- Develop Test Scripts
- End of Iteration Walk Through
- Produce Iteration Summary Report
- Feed Iteration Issues/Findings to Work List
- EDI will provide data templates to Pompano Beach that will match what is necessary for data loading into Maximo. The templates are limited to the data objects that are being loaded.
- EDI will train Pompano Beach on how to populate the templates based upon the data being collected.



- EDI will take the data provided in the templates and load the data into Maximo. There will be no transformations of any provided data.
- EDI will perform no more than 3 distinct data loads:
 - One data load into Development
 - One data load into Test (for UAT activities)
 - One data load into Production (for Go-Live)
 - Unless critical system functionality is impacted, there will not be incremental data loads of any data object in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor, Security Groups, Start Centers and KPI's
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
- The list of objects that will not be data loaded into the system are:
 - Inventory and Items
 - Vendors, Purchase Requisitions, Purchase Orders and Invoices
 - Historical Work Orders

Report Development Complete

Effort: 120 hours

Estimated Duration: 3 weeks

For each report, the major tasks are:

- EDI reviews the report specification template with Pompano Beach (carry-over from Workshop #6)
- Pompano Beach completes a report specification for each report (a total of 5)
- EDI builds and deploys the report per the specification
- Requested Changes to reports are considered enhancements and will be prioritized with other development activities per the work list prioritization process.

Training Materials

Effort: 200 hours

Estimated Duration: 4 weeks

- EDI will build role-based Training Material for this implementation.
- The exact number of roles and use cases per role will be defined in the Define Phase of the implementation.
- For estimation purposes, EDI will create 3 role based training manuals with 7 Use Cases per manual. A Use Case is defined as a finite business process with a beginning and end. An example



would be “Create New Job Plan” or “Onboard a new location”. Work Order creation, planning, execution, and closeout would be viewed as 4 Use Cases.

- Each training manual will include a description of the overall Role, the areas of system that role will interact with, and a step-by-step procedure for each of the Use Cases defined for the role. The training manuals will include screenshots.
- For each Training Manual, the major tasks are:
 - EDI will recommend a list of the Use Cases to include in the Training Manual, based upon the outcome of the Define Phase. Pompano Beach will review and agree to the Use Cases.
 - EDI will build the Training Manual and turn it over to Pompano Beach for review.
 - Pompano Beach will review the Manual for correctness and clarity.
 - Additional content will be Pompano Beach’s responsibility.

Validate Phase

Install Testing Environment Complete

Effort: 88 hours

Estimated Duration: 2 weeks

The major tasks are:

- Installation and the initial configuration of software from the DEV environment into the TEST environment
- Testing of the Data loaded into the system for issues
- Dry run by EDI of UAT scripts to confirm installation of packages and configurations

User Acceptance Testing Complete

Effort: 232 hours

Estimated Duration: 4 weeks

The major tasks are:

- Execution of User Acceptance Testing Cycle 1
 - Identify and Train TBW staff on testing process
 - Testing ensures pass/fail of steps outlined in Test Scripts
- Resolve all Cycle 1 discrepancies in the DEV environment to be verified and deployed to the TEST environment
- Execution of User Acceptance Testing Cycle 2
- Produce UAT documentation
 - Issue fix verification
 - Summary report

EDI is responsible for ensuring that all configurations and fixes have been tested prior to deployment to the Pompano Beach environments. Pompano Beach is responsible for testing and accepting all configurations and all fixes that have been installed into the Pompano Beach environment. Upon completion of this cycle, the User Acceptance Cycle (and therefore, development) will be considered complete.

Deploy Phase

Training Complete

Effort: 80 hours

Estimated Duration: 2 weeks

The major tasks are:

- Deliver Role Based Training – Training to be accomplished over a 2 week period immediately prior to go-live. Estimates call for:
 - Four 2-day role-based sessions for power users and end users
 - One 2-day system administration session
 - Remainder will be for open-house style training where a trainer is available to cover any number of topics.

Go-Live

Effort: 43 hours

Estimated Duration: 1 week

The major tasks are:

- Build the Production Environment – This task will require a combination of Pompano Beach and EDI resources to accomplish.
 - Production Maximo System Installation
 - Pompano Beach workflows, configurations and integrations installed
- Develop Go-Live Execution Plan. Joint effort for the entire project team.
- Execute Go-Live Execution Plan
 - Perform Production Data Load
 - Perform Additional Startup Activities per Go-Live Execution Plan
- Go Live



Operate Phase

Bubble Support

Effort: 80 hours

Estimated Duration: 2 weeks

The major tasks are:

- To deliver on-site support in the immediate weeks after deploying the system.
- EDI will supply one resource for 2 weeks to cover all Pompano Beach shifts.
- Bubble Support effort is limited to helping users and fixing issues related to what was delivered as part of the project implementation. New development will not be started as part of Bubble Support.

Project Closeout

Effort: 8 hours

Estimated Duration: 1 day

The major tasks are:

- To meet with Pompano Beach at the close of the project.



Project 1 Scope Assumptions

The following assumptions are associated with this Statement of Work for Project 1 scope.

Maximo Configuration

1. Maximo configuration will be limited to the following modules:
 - a. Administration
 - b. Assets
 - c. Integration
 - d. Planning
 - e. Preventive Maintenance
 - f. Self Service (for Service Requests)
 - g. Work Orders
2. No other Maximo modules are in scope for configuration. Among the modules in this category are:
 - a. Contracts
 - b. Inventory
 - c. Purchasing

Custom Reports (Maximum of 5)

1. Pompano Beach will work with EDI to provide a detailed specification for each report along with a sample (or desired layout). The detailed specification will include a map that connects each report field to a Maximo field. Any calculations will be documented in the specification. If a query already exists, that will be provided.

Integrations

1. Integrations included in the configuration scope:
 - a. SCADA – Integration scope is limited to populating Meter Readings in Maximo for assets or locations that will have a Preventive Maintenance or Condition Monitoring record tied to that Asset / Location / Meter combination.

Data Collection and Migration

EDI will work with Pompano Beach to migrate and load data into Maximo for this project. Below are the assumptions for Data Collection and Migration:

- EDI will provide templates to Pompano Beach that will match what is necessary for data loading into Maximo.
- EDI will train Pompano Beach on how to populate the templates based upon the data being collected.



- EDI will take the data provided in the templates and load the data into Maximo. There will be no technical transformations of any provided data.
- EDI will perform no more than 3 distinct data loads:
 - One data load into Development
 - One data load into Test (for UAT activities)
 - One data load into Production (for Go-Live)
 - Unless critical system functionality is impacted, there will not be incremental data loads in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor and Security Groups
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
- Objects that will not be data loaded into the system are:
 - Inventory and Items
 - Vendors, Purchase Requisitions, Purchase Orders and Invoices
 - Historical Work Orders

Scope of Work Project 2

The following Scope of Work (SOW) documents major tasks and deliverables contained within the project plan (organized by phase and milestone). Configurations changes will be minimal to support any new data. Data will be limited to Pompano Beach's Water Treatment Plant. In addition to the task description, the expected effort, along with start/stop dates for each milestone is included.

Initiate Phase

Initiate Phase Complete

Effort: 32 hours

Estimated Duration: 2 Days

The major tasks are:

- Plan Define Stage
- Resources: PM, Functional Lead, Technical Lead

Define Phase

Functional Design Complete

Effort: 60 hours

Estimated Duration: 1 weeks

The major tasks are:

- Execution of 2 one-day topic-based Workshops, including:
 - Workshop #1 – Location Hierarchy, Reports, and SCADA
 - Workshop #2 – Data Collection and Migration
- Documentation and client review for each of the workshop session notes
- A Data Migration Plan, outlining the plan for capturing and migrating data to and from environments throughout the life of the project
- An updated Project Plan, including a plan for the Development Iterations
- Each workshop will have 2 resources present. One to facilitate, and one to document the workshop discussion and decisions

Configuration Management Plan Complete

Effort: 12 hours

Estimated Duration: 1 week

The major tasks are:

- Meeting to discuss and agree on configuration management plans for infrastructure
- A document that summarizes the discussion and decisions in the plan

Develop Phase

Technical Designs Complete

Effort: 56 hours

Estimated Duration: 1 weeks

The major tasks are:

- Conduct Development Prioritization/Scheduling Session
 - Adjust Initial Iteration Schedule as Required
 - Produce Prioritized Iteration Work List
- Produce Technical Designs – Technical designs are limited to complex configurations and integrations only.
- Technical Design Review and Feedback Loop
- Resources involved: PM, Functional, and Technical resources

Development Iterations (1 Iteration)

Effort: 200 hours

Estimated Duration: 5 weeks

For each iteration, the major tasks are:

- Conduct Iteration Kickoff & Scope Review
- Iteration Development
 - Iteration #1 – System Configuration and Development Data Migration
- Mid-Iteration Walk Through / Check Point
- Develop Test Scripts
- End of Iteration Walk Through
- Produce Iteration Summary Report
- Feed Iteration Issues/Findings to Work List
- EDI will provide data templates to Pompano Beach that will match what is necessary for data loading into Maximo. The templates are limited to the data objects that are being loaded.
- EDI will train Pompano Beach on how to populate the templates based upon the data being collected.
- EDI will take the data provided in the templates and load the data into Maximo. There will be no transformations of any provided data.
- EDI will perform no more than 3 distinct data loads:
 - One data load into Development
 - One data load into Test (for UAT activities)
 - One data load into Production (for Go-Live)



- Unless critical system functionality is impacted, there will not be incremental data loads of any data object in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor, Security Groups, Start Centers and KPI's
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
- The list of objects that will not be data loaded into the system are:
 - Inventory and Items
 - Vendors, Purchase Requisitions, Purchase Orders and Invoices
 - Historical Work Orders

Report Development Complete

Effort: 72 hours

Estimated Duration: 3 weeks

For each report, the major tasks are:

- EDI reviews the report specification template with Pompano Beach
- Pompano Beach completes a report specification for each report (a total of 3)
- EDI builds and deploys the report per the specification
- Requested Changes to reports are considered enhancements and will be prioritized with other development activities per the work list prioritization process.

Training Materials

Effort: 0 hours

Estimated Duration: 0 weeks

- Training Materials complete from first project.

Validate Phase

Install Testing Environment Complete

Effort: 30 hours

Estimated Duration: 1 week

The major tasks are:

- Configuration of software from the DEV environment into the TEST environment
- Testing of the Data loaded into the system for issues
- Dry run by EDI of UAT scripts to confirm installation of packages and configurations

User Acceptance Testing Complete

Effort: 80 hours

Estimated Duration: 1 week

The major tasks are:

- Execution of User Acceptance Testing Cycle 1
 - Identify and Train TBW staff on testing process
 - Testing ensures pass/fail of steps outlined in Test Scripts
- Resolve all Cycle 1 discrepancies in the DEV environment to be verified and deployed to the TEST environment
- Execution of User Acceptance Testing Cycle 2
- Produce UAT documentation
 - Issue fix verification
 - Summary report

EDI is responsible for ensuring that all configurations and fixes have been tested prior to deployment to the Pompano Beach environments. Pompano Beach is responsible for testing and accepting all configurations and all fixes that have been installed into the Pompano Beach environment. Upon completion of this cycle, the User Acceptance Cycle (and therefore, development) will be considered complete.

Deploy Phase

Training Complete

Effort: 80 hours

Estimated Duration: 2 weeks

The major tasks are:

- Deliver Role Based Training – Training to be accomplished over a 2 week period immediately prior to go-live. Estimates call for:
 - Four 2-day role-based sessions for power users and end users
 - One 2-day system administration session
 - Remainder will be for open-house style training where a trainer is available to cover any number of topics.

Go-Live

Effort: 43 hours

Estimated Duration: 1 week

The major tasks are:

- Develop Go-Live Execution Plan. Joint effort for the entire project team.
- Execute Go-Live Execution Plan
 - Perform Production Data Load
 - Perform Additional Startup Activities per Go-Live Execution Plan
- Go Live



Operate Phase

Bubble Support

Effort: 80 hours

Estimated Duration: 2 weeks

The major tasks are:

- To deliver on-site support in the immediate weeks after deploying the system.
- EDI will supply one resource for 2 weeks to cover all Pompano Beach shifts.
- Bubble Support effort is limited to helping users and fixing issues related to what was delivered as part of the project implementation. New development will not be started as part of Bubble Support.

Project Closeout

Effort: 8 hours

Estimated Duration: 1 day

The major tasks are:

- To meet with Pompano Beach at the close of the project.

Project 2 Scope Assumptions

The following assumptions are associated with this Statement of Work for Project 2 scope.

Maximo Configuration

1. Maximo configuration will be determined during Project 1 and any changes to the system will be minimal to support the data that is being provided by Pompano Beach.
2. Maximo configuration will be limited to the following modules:
 - a. Administration
 - b. Assets
 - c. Integration
 - d. Planning
 - e. Preventive Maintenance
 - f. Self Service (for Service Requests)
 - g. Work Orders
3. No other Maximo modules are in scope for configuration. Among the modules in this category are:
 - a. Contracts
 - b. Inventory
 - c. Purchasing

Custom Reports (Maximum of 3)

2. Pompano Beach will work with EDI to provide a detailed specification for each report along with a sample (or desired layout). The detailed specification will include a map that connects each report field to a Maximo field. Any calculations will be documented in the specification. If a query already exists, that will be provided.

Integrations

2. Integrations included in the configuration scope:
 - a. SCADA – Integration scope is limited to populating Meter Readings in Maximo for assets or locations that will have a Preventive Maintenance or Condition Monitoring record tied to that Asset / Location / Meter combination.

Data Collection and Migration

EDI will work with Pompano Beach to migrate and load data into Maximo for this project. Below are the assumptions for Data Collection and Migration:

- EDI will provide templates to Pompano Beach that will match what is necessary for data loading into Maximo.



- EDI will train Pompano Beach on how to populate the templates based upon the data being collected.
- EDI will take the data provided in the templates and load the data into Maximo. There will be no technical transformations of any provided data.
- EDI will perform no more than 3 distinct data loads:
 - One data load into Development
 - One data load into Test (for UAT activities)
 - One data load into Production (for Go-Live)
 - Unless critical system functionality is impacted, there will not be incremental data loads in between the major data loads listed above
- The list of objects that will be data loaded into the system are:
 - People, Labor and Security Groups
 - Assets, Locations and Classifications
 - Preventive Maintenance, Job Plans and Condition Monitoring
- Objects that will not be data loaded into the system are:
 - Inventory and Items
 - Vendors, Purchase Requisitions, Purchase Orders and Invoices
 - Historical Work Orders



Cost and Fees

The table below shows the list of tasks, a number of hours per task and the types of resource(s) necessary to perform the work.

Project 1 Pricing

Task	Hours	Resource Type(s)
Initiate Phase Complete	78	PM, Consultant, Senior Systems Developer
Maximo Awareness Training Complete	32	PM, Consultant, Senior Systems Developer, Trainer
Functional Design Complete	304	PM, Consultant, Senior Systems Developer
Configuration Management Plan Complete	37	PM, Senior Systems Developer
Technical Design Complete	85	PM, Consultant, Senior Systems Developer
Development Complete	660	PM, Consultant, Senior Systems Developer, Quality Analyst, Data Analyst
Report Development Complete	20	PM, Senior Systems Developer
Training Materials Complete	200	Trainer
Install Testing Environment Complete	88	PM, Senior Systems Developer, Data Analyst
User Acceptance Testing Complete	232	PM, Consultant, Senior Systems Developer
Training Complete	80	PM, Consultant, Senior Systems Developer, Trainer
Go Live	43	PM, Consultant, Senior Systems Developer
Bubble Support	60	PM, Senior Systems Developer
Execute Project Closeout Process	8	PM
Grand Total Hours	2,248	
Hourly Rate	\$150.00	
Estimated Travel & Living	\$40,000.00	
Project 1 Grand Total Cost	\$377,200.00	



Project 2 Pricing

Task	Hours	Resource Type(s)
Initiate Phase Complete	42	PM, Consultant, Senior Systems Developer
Functional Design Complete	60	PM, Consultant, Senior Systems Developer
Configuration Management Plan Complete	12	PM, Senior Systems Developer
Technical Designs Complete	56	PM, Consultant, Senior Systems Developer
Development Complete	200	PM, Consultant, Senior Systems Developer, Quality Analyst, Data Analyst
Report Development Complete	72	PM, Senior Systems Developer
Install Testing Environment Complete	30	PM, Senior Systems Developer, Data Analyst
User Acceptance Testing Complete	80	PM, Consultant, Senior Systems Developer
Training Complete	30	PM, Consultant, Senior Systems Developer, Trainer
Go Live	43	PM, Consultant, Senior Systems Developer
Bubble Support	30	PM, Senior Systems Developer
Execute Project Closeout Process	8	PM
Grand Total Hours	755	
Hourly Rate	\$150.00	
Estimated Travel & Living	\$18,000.00	
Project 2 Grand Total Cost	\$130,950.00	



Cost Assumptions

The following cost assumptions are associated with this Statement-of Work.

- This is a time and materials estimate. Pompano Beach will compensate EDI on a time and materials basis based upon monthly invoicing as effort is spent. Pompano Beach has no obligation to pay EDI for amounts invoiced beyond the total amount listed herein, nor is EDI obliged to expend more time and expenses than is listed herein without prior, written acceptance of such effort and expenses by both parties.
- Time and Material Payment terms are NET 30. EDI invoices on a monthly progress billing cycle.
- The above Travel & Living estimate is estimated for budgetary purposes. EDI would reserve the right to vary hours by labor category and/or exchange labor and travel expenses provided that the overall estimate is not exceeded. Travel and living expenses are charged on an actual and reasonable basis.
- Pompano Beach will be adequately prepared for on-site visit(s) by EDI consulting personnel and will provide key resources in a timely manner as the services are provided.
- EDI will provide the Services under this proposal during normal business hours, 8:00 AM to 5:00 PM Monday through Friday, except Pompano Beach holidays. If necessary, Pompano Beach will provide after-hours access to Pompano Beach facilities to EDI personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.



Cost and Fees

The table below shows the list of tasks, a number of hours per task and the types of resource(s) necessary to perform the work.

Project 1 Pricing

Task	Hours	Resource Type(s)
Initiate Phase Complete	79	PM, Consultant, Senior Systems Developer
Maximo Awareness Training Complete	32	PM, Consultant, Senior Systems Developer, Trainer
Functional Design Complete	304	PM, Consultant, Senior Systems Developer
Configuration Management Plan Complete	37	PM, Senior Systems Developer
Technical Designs Complete	285	PM, Consultant, Senior Systems Developer
Development Complete	660	PM, Consultant, Senior Systems Developer, Quality Analyst, Data Analyst
Report Development Complete	120	PM, Senior Systems Developer
Training Materials Complete	200	Trainer
Install Testing Environment Complete	88	PM, Senior Systems Developer, Data Analyst
User Acceptance Testing Complete	232	PM, Consultant, Senior Systems Developer
Training Complete	80	PM, Consultant, Senior Systems Developer, Trainer
Go Live	43	PM, Consultant, Senior Systems Developer
Bubble Support	80	PM, Senior Systems Developer
Execute Project Closeout Process	8	PM
Grand Total Hours	2,248	
Hourly Rate	\$150.00	
Estimated Travel & Living	\$40,000.00	
Project 1 Grand Total Cost	\$377,200.00	



Project 2 Pricing

Task	Hours	Resource Type(s)
Initiate Phase Complete	32	PM, Consultant, Senior Systems Developer
Functional Design Complete	60	PM, Consultant, Senior Systems Developer
Configuration Management Plan Complete	12	PM, Senior Systems Developer
Technical Designs Complete	56	PM, Consultant, Senior Systems Developer
Development Complete	200	PM, Consultant, Senior Systems Developer, Quality Analyst, Data Analyst
Report Development Complete	72	PM, Senior Systems Developer
Install Testing Environment Complete	30	PM, Senior Systems Developer, Data Analyst
User Acceptance Testing Complete	80	PM, Consultant, Senior Systems Developer
Training Complete	80	PM, Consultant, Senior Systems Developer, Trainer
Go Live	43	PM, Consultant, Senior Systems Developer
Bubble Support	80	PM, Senior Systems Developer
Execute Project Closeout Process	8	PM
Grand Total Hours	753	
Hourly Rate	\$150.00	
Estimated Travel & Living	\$18,000.00	
Project 2 Grand Total Cost	\$130,950.00	



Cost Assumptions

The following cost assumptions are associated with this Statement of Work.

- This is a time and materials estimate. Pompano Beach will compensate EDI on a time and materials basis based upon monthly invoicing as effort is spent. Pompano Beach has no obligation to pay EDI for amounts invoiced beyond the total amount listed herein, nor is EDI obliged to expend more time and expenses than is listed herein without prior, written acceptance of such effort and expenses by both parties.
- Time and Material Payment terms are NET 30. EDI invoices on a monthly progress billing cycle.
- The above Travel & Living estimate is estimated for budgetary purposes. EDI would reserve the right to vary hours by labor category and/or exchange labor and travel expenses provided that the overall estimate is not exceeded. Travel and living expenses are charged on an actual and reasonable basis.
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Pompano Beach Maximo Implementation Timeline – Phase 2

	Jan	Feb	Mar	Apr	May
Initiate Phase					
Define Phase	◇				
Functional Design					
Configuration Management Plan					
Development Phase		◇			
Technical Designs					
Development Iteration 1					
Report Development					
Validate Phase				◇	
Install Test Environment					
UAT					
Deploy Phase					◇
Training					
Go-Live					◇
Operate Phase					
Bubble Support					
Project Close					◇

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2015

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 M. E. Wilson Co., Inc. 300 W. Platt St. Ste 200 Tampa, FL 33606 Billy West INSURED Electronic Data, Inc. 780 Carillon Parkway Suite 100 St. Petersburg, FL 33716	1-813-229-8021 	CONTACT NAME: Meagan Sutton, CIC PHONE (A/C, No, Ext): 813-349-2237 E-MAIL ADDRESS: msutton@mewilson.com FAX (A/C, No): 813-739-6036
		INSURER(S) AFFORDING COVERAGE INSURER A: St Paul Fire & Marine Ins Co INSURER B: TRAVELERS IND CO INSURER C: Phoenix Ins Co INSURER D: UNDERWRITERS AT LLOYDS LONDON INSURER E: INSURER F:
		NAIC # 1643 25658 25623 15792

COVERAGES

CERTIFICATE NUMBER: 42798541

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZLP-12P50579	01/17/15	01/17/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-311M6278	01/17/15	01/17/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZLP-12P50579	01/17/15	01/17/16	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			HNUB-8995C33	01/17/15	01/17/16	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omission (Professional Liability)			476153	01/17/15	01/17/16	Limit: 3,000,000 Agg. Limit: 3,000,000 Per Claim Ded: 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as additional insured with respects to General Liability as required by written contract.

30 Days Notice of Cancellation applies except 10 days for non-payment of premium per Fla Statutes

CERTIFICATE HOLDER
 City of Pompano Beach

 100 W. Atlantic Blvd.
 Suite # 219
 Pompano Beach, FL 33060

USA

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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EXHIBIT D



Cost and Fees

The table below shows the list of tasks, a number of hours per task and the types of resource(s) necessary to perform the work.

Project 1 Pricing

Task	Hours	Resource Type(s)
Initiate Phase Complete	79	PM, Consultant, Senior Systems Developer
Maximo Awareness Training Complete	32	PM, Consultant, Senior Systems Developer, Trainer
Functional Design Complete	304	PM, Consultant, Senior Systems Developer
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Development Complete	660	PM, Consultant, Senior Systems Developer, Quality Analyst, Data Analyst
Report Development Complete	120	PM, Senior Systems Developer
Training Materials Complete	200	Trainer
Install Testing Environment Complete	88	PM, Senior Systems Developer, Data Analyst
User Acceptance Testing Complete	232	PM, Consultant, Senior Systems Developer
Training Complete	80	PM, Consultant, Senior Systems Developer, Trainer
Go Live	43	PM, Consultant, Senior Systems Developer
Bubble Support	80	PM, Senior Systems Developer
Execute Project Closeout Process	8	PM
Grand Total Hours	2,248	
Hourly Rate	\$150.00	
Estimated Travel & Living	\$40,000.00	
Project 1 Grand Total Cost	\$377,200.00	



Project 2 Pricing

Task	Hours	Resource Type(s)
Initiate Phase Complete	32	PM, Consultant, Senior Systems Developer
Functional Design Complete	60	PM, Consultant, Senior Systems Developer
Configuration Management Plan Complete	12	PM, Senior Systems Developer
Technical Designs Complete	56	PM, Consultant, Senior Systems Developer
Development Complete	200	PM, Consultant, Senior Systems Developer, Quality Analyst, Data Analyst
Report Development Complete	72	PM, Senior Systems Developer
Install Testing Environment Complete	30	PM, Senior Systems Developer, Data Analyst
User Acceptance Testing Complete	80	PM, Consultant, Senior Systems Developer
Training Complete	80	PM, Consultant, Senior Systems Developer, Trainer
Go Live	43	PM, Consultant, Senior Systems Developer
Bubble Support	80	PM, Senior Systems Developer
Execute Project Closeout Process	8	PM
Grand Total Hours	753	
Hourly Rate	\$150.00	
Estimated Travel & Living	\$18,000.00	
Project 2 Grand Total Cost	\$130,950.00	

Meeting Date: February 24, 2015

Agenda Item 22

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<u> x </u> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
-----------------------	-------------------------	-------------------------	--	----------------------------

SHORT TITLE APPOINTMENT TO THE ZONING BOARD OF APPEALS

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS ALTERNATE #1 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 22, 2018; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS: Robert Holmes (**Incumbent, Alternate #1**) – District 4
 George E. Longobardi – District 1
 Charles H. Bechert, III – District 3
 Daniel Horak – District 3
 David Baumwald – District 4
 Thomas H. DiGiorgio, Sr. – District 1 (Business)
 Emma Ellington – District 4
 Carmen Jones – District 4
 Marcus A. McDougle – District 4



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 Zoning Board of Appeals consists of the following members: Daniel Yaffe (District 1) appointed by Comr. Dockswell; Paul S. Webb (District 1) appointed by Comr. Hardin; George J. Cuolahan (District 5) appointed by Vice Mayor Brummer; Robert J. Kitchen, Jr. (District 4) and Robert Holmes (Alternate #1/District 4) appointed by Comr. Poitier; M. Ross Schulmister (District 1) appointed by Comr. Burrie; Ray Lubomski (Alternate #2/District 3) and James R. Bunn (Alternate #3/District 3) appointed by Mayor Fisher.

- (1) Origin of request for this action: City Clerk's Office
- (2) Primary staff contact: 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	2/10/15	Approve	
X City Manager			

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

DATE: January 29, 2015
TO: Asceleta Hammond, Deputy City Clerk
FROM: Matthew DeSantis, Zoning Technician
SUBJECT: ATTENDANCE REPORT - **ZONING BOARD OF APPEALS**

In accordance with your request, I am submitting the following attendance record:

Robert Holmes

Attendance computed from July of 2011 through Present.

Meetings Requested:	6
Meetings Attended:	3
% Meetings Attended:	50%

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 ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS ALTERNATE #1 FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 22, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Zoning Board of Appeals 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 Pompano Beach Zoning Board of Appeals of the City of Pompano Beach as Alternate #1, for a term of three (3) years; said term to expire on February 22, 2018.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



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: ZONING BOARD OF APPEALS

NAME OF APPLICANT: ROBERT HOLMES

RESIDENCY ADDRESS: 1577 NW 7th AVENUE

ZIP CODE: 33060 HOME PHONE NO.: (954) 943-7485

MAILING ADDRESS: 1577 NW 7th Avenue

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 amp

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: Retired Educator

BUSINESS ADDRESS: N/A

CITY/STATE: _____

ZIP CODE: _____ BUSINESS PHONE NO: _____

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

IF YES, PLEASE LIST NAME: _____

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

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: ZONING BOARD OF APPEALS (ALTERNATE) & RACE RELATIONS

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

EDUCATION: POST GRADUATE DEGREE

EXPERIENCE: MATH TEACHER, CURRICULUM PLANNER AND ASSISTANT PRINCIPAL

CURRENT POSITION: RETIRED

PAST POSITIONS: (SEE ABOVE)

HOBBIES: READING, GARDENING & WOODWORKS

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

Robert Galmbis
SIGNATURE OF APPLICANT

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: _____

Executive Certificate in Public Management

December 1991

(Part of Master's Program)

Florida Atlantic University

Ft. Lauderdale, Florida

Economic Development Finance Professional Certificate

December 1998

The National Development Council

Edgewood, Kentucky

Military Service

U. S. Air Force

1967 – 1971

Worked as an electronic technician while serving in both the United States and the Far East. I was honorably discharged at the rank of a Sergeant.

Professional and Community Involvement

Florida Community Development Association – President 2001- 2002

Florida Community Development Association – Board Director 1996 – Present

Leadership Broward Foundation – President 2002 – 2003

Leadership Broward Foundation – Board Director 2000 – 2007

Broward County Housing & Community Development Task Force Member 1997 – 2005

Rebuilding Together Broward Chapter - Founding Board Member 2003 – Present

United Way Annual Allocation Committee – Member 2000 – 2005

City of Pompano Beach – Zoning Board of Appeals – Alternate Member 2004 – Present

City of Pompano Beach – Architectural Appearance – Alternate Member 2005 - Present

City of Pompano Beach – East CRA Advisory Committee – Member 2004 – 2006

Cypress Civic Homeowners Association – Board Director 1999 – Present

City of Oakland Park Rotary – President-Elect 2007-2008

City of Oakland Park Rotary – Founding Member 2006 - Present



**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: George E. Longobardi
(Optional)

Residence Information:

Home Address: 1340 S. Ocean Blvd. #503
City/State/Zip: Pompano Beach, FL 33062
Home Phone: 954 786 7060 Cell Phone: 954-242-6531
Email: GEL503@AAB.Com Fax: 954 943 9970

Business Information:

Employer/Business Name: The Broward Center For The Performing Arts
Current Position / Occupation: Student Enrichment w/ the Arts + Sciences Supervisor
Business Address: 2015 W Fifth Ave. F
City/State/Zip: Ft. Lauderdale, FL 33312
Business Phone: 954 765 587 Fax: 954 765 5836 Email: Glongobardi@browardcenter.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: None

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 checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input checked="" type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input checked="" 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 checked="" type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input checked="" type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: BA, MA, STM

Experience: College Professor, High School Teacher, Administrator, SEAS Supervisor Broward Center For The Performing Arts 10 years

Past Positions: High School Chairman of Department Eng. Theology, Asst. Principal, PMA (New York) Guidance

Hobbies: Orchids - Choral Music

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

Signature: George E. Longbrake

Date: 20 March 2012

Initials of Clerk or Deputy: MS-

Date received or confirmed: 3/26/12

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

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



**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: CHARLES H. BECHERT, III
(Optional)

Residence Information:

Home Address: 371 SE 9TH CT,
City/State/Zip: Pompano Beach, FL 33060
Home Phone: _____ Cell Phone: 954-401-0183
Email: trip@southfloridaattorney.com Fax: 954-941-8337

Business Information:

Employer/Business Name: Bechert & Associates, PA
Current Position / Occupation: Attorney
Business Address: 901 E. ATLANTIC BLVD.
City/State/Zip: POMPANO BEACH, FL 33060
Business Phone: 954-941-8363 Fax: 954-941-8337 Email: trip@southfloridaattorney.com

Are you a U.S. Citizen? Yes 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: Parks and Rec Board as alternate

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 checked="" type="checkbox"/> Parks and Recreation
<input checked="" type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input checked="" 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 checked="" type="checkbox"/> *Unsafe Structures
<input checked="" type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

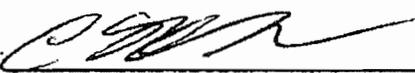
Education: ST. THOMAS UNIVERSITY, BACHELOR'S DEGREE
THOMAS M. COOLEY SCHOOL OF LAW, JURISDOCTORATE DEGREE

Experience:

Past Positions: ALTERNATE ON PARKS & RECREATION ADVISORY BOARD

Hobbies:

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

Signature: 

Date: 3/29/12

Initials of Clerk or Deputy: 

Date received or confirmed: 3/29/12

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

2/13/14

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

Charles H. Bechert III "Trip"

901 East Atlantic Blvd
Pompano Beach, Florida 33060

Office: (954) 941-8363
Fax : (954) 941-8337

FLORIDA BAR:

Admitted 1993

EDUCATION:

Thomas M. Cooley Law School - Lansing, Michigan
Juris Doctor, 1993

Awards:

- § Dean=s List
- § American Jurisprudence Award for Excellence in Trial Workshop

St. Thomas University - Miami, Florida
Bachelor of Arts in Communication

PROFESSIONAL PROFILE:

August 2007 - Present

Florida Supreme Court Certified Family, County and Circuit Civil Mediator
(Certified by the State of Florida)

November 2002 - Present

Bechert & Associates, P.A. - Pompano Beach, FL
Property Damage Defense for State Insurance Carrier, Criminal Defense, Contractor Violations For Broward County, Foreclosure Defense, Personal Injury & PIP Plaintiff, Wage and Overtime Claims, Immigration, Family Law, Commercial Litigation

November 1999 - November 2002

Miller & Bechert, P.A. - Fort Lauderdale, FL
Personal Injury & PIP Plaintiff

September 1997 - 1999

Tolgyesi, Katz, Tarr & Hankin, P.A. - Hollywood, FL
Personal Injury, PIP Defense and Criminal Defense

May 1994 - September 1997

State Attorney=s Office Seventeenth Judicial Circuit Broward County, - Ft. Lauderdale, FL

Assistant State Attorney

- § *Felony Trial Prosecutor:* Felony Trial Division (March 1996 - September 1997) Division Prosecutor responsible for handling all levels of felony prosecutions.
- § *Special Unit Prosecutor:* Domestic Violence Unit (April 1995 - March 1996)
Investigate, file and prosecute all acts of domestic violence. Additional responsibilities included interviewing victims, coordinating treatment with victim advocates, and determining appropriate counseling and length of incarceration for domestic violence offenders.
- § *Satellite Prosecutor:* West Satellite Court House (October 1994 - April 1995)
Supervised and prosecuted cases for the State Attorney=s West Satellite office. Responsible for managing all interoffice operations as well as filing and prosecuting cases for 15 municipalities.
- § *Trial Prosecutor:* Misdemeanor Trial Division (May 1994 - October 1994)
Division Prosecutor responsible for handling hundreds of active files any given time.

December 1993

May 1994

Law Offices of Milena Christopher - Ft. Lauderdale, FL

Attorney

Responsibilities included administering the firm=s contract with the Department of Revenue for Child Support Enforcement, encompassing over 12,000 active cases.

June 1995

Broward Community College

Adjunct Professor

- § Business Law 1 - Responsible for effective presentation of all course materials. Prepare and administer examinations. Provide a positive atmosphere for students to learn and gain insight in this area of their academics.

August 1995

Author & Lecturer

- § Domestic Violence - ANo Longer Band-Aid Solutions@, October 1995;
The Record: The Official Publication of the Broward County Medical Association.
 - § Domestic Violence Seminar - Continuing Medical Education providing 1.0 credit for South Florida Physicians. Sponsored by Pompano Beach Medical Center and Northeast Medical Center.
- Objectives: To assess and recognize domestic violence. Provide appropriate intervention of persons involved in domestic violence. Property report victims of domestic violence.



CITY OF POMPANO BEACH 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: DANIEL HORAK
(Optional)

Residence Information:

Home Address: 224 NE 16 AVE
City/State/Zip: POMPANO BEACH, FL 33060
Home Phone: 954 914 6204 Cell Phone: _____
Email: d_horak@bellsouth.net Fax: _____

Business Information:

Employer/Business Name: IBC AIRWAYS
Current Position / Occupation: PILOT
Business Address: 8401 NW 17 ST
City/State/Zip: MIAMI, FL 33126
Business Phone: 305 591 8080 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: Air park / EMS

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

<input checked="" type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input checked="" type="checkbox"/> Air Park	<input 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 checked="" type="checkbox"/> Golf	<input checked="" type="checkbox"/> Marine
<input checked="" 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 checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: 4-year college - BBA

Experience: 5,000 flight hours, involvement in local gov't.

Past Positions: Airpark ops Aide, EMS advisory board member

Hobbies: Boating, golf, flying, civics

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

Signature: 

Date: 07-01-2010

Initials of Clerk or Deputy: MS

Date received or confirmed: 7/1/10
2/13/14

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

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



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2014 FEB 13 AM 11:21
 CITY OF POMPANO BEACH
 OFFICE OF THE CITY CLERK

Mr. Mrs. Ms. Miss Name: David Baumwald
 (Optional)

Residence Information:

Home Address: 600 NW 21 street

City/State/Zip: Pompano beach, Florida

Home Phone: _____ Cell Phone: 954-295-4118

Email: DavidBaumwald@ymail.com Fax: _____

Business Information:

Employer/Business Name: D and M home dev.corp.

Current Position / Occupation: Owner

Business Address: _____

City/State/Zip: _____

Business Phone: 954-295-4118 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No

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

Do you own real property in Pompano Beach? Yes No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: Vice-Chair Pompano Appearance comm. 4 yrs

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

<input checked="" type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	<input 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 checked="" type="checkbox"/> Public Art Committee
<input checked="" type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development(CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Unsafe Structures
		<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

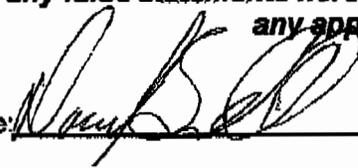
Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance commitee still active

Hobbies: Home remodeling, Construction investing, Dining

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

Signature: 

Date: 02/13/2014

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/13/14

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

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



**CITY OF POMPANO BEACH
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: THOMAS H. DIGIORGIO SR
(Optional)

Residence Information:

Home Address: 2901 NE 40th COURT
City/State/Zip: LIGHTHOUSE POINT, FL
Home Phone: 954 941-3449 Cell Phone: 954 614 5385
Email: Thom@dk-group.com Fax: 954-943 7708

Business Information:

Employer/Business Name: DK ARCHITECTS INC
Current Position / Occupation: ARCHITECT
Business Address: 24 NE 24th AVE
City/State/Zip: POMPANO BEACH, FL
Business Phone: 954 941-3329 Fax: 954 943 7708 Email: _____

Are you a U.S. Citizen? Yes No EX 217
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: Arch App Com.

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 type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input 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 checked="" type="checkbox"/> *Unsafe Structures
<input checked="" type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

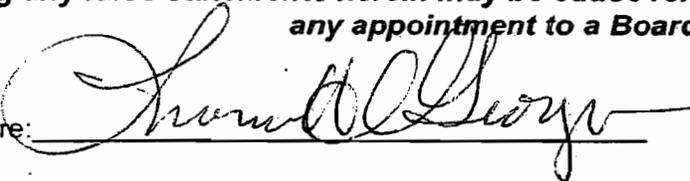
Education: _____

Experience: _____

Past Positions: _____

Hobbies: _____

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

Signature: 

Date: _____

Initials of Clerk or Deputy: MS

Date received or confirmed: 7/19/11

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

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



CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

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

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: Community Development

NAME OF APPLICANT: Emma Ellington

RESIDENCY ADDRESS: 137 NW 15th St

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

MAILING ADDRESS: 137 NW 15th St.

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

ARE YOU A CITY RESIDENT? YES: NO:

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

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

ARE YOU A REGISTERED VOTER? YES: NO:

BUSINESS OR OCCUPATION: Retired Nurse And Educator

BUSINESS ADDRESS: Property owner
137 NW 15th St.

CITY/STATE: Pompano B. Florida

ZIP CODE: 33060 BUSINESS PHONE NO. 954 781 8537

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

IF YES, PLEASE LIST NAME: _____

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

IF YES, PLEASE LIST NAME:

Zoning
Budget

Fire Rescue (EMS)

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

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

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

EXPERIENCE: Working renting to the Elderly, Secluded
Homeless,

CURRENT POSITION: (Retired) Consultant for
the Homeless

PAST POSITIONS: teacher, Counselor, Nurse, Case manager

HOBBIES: sewing, dancing, Lecturing

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

Emma Elford
SIGNATURE OF APPLICANT

1/24/01
DATE OF APPLICATION

[Signature]
INITIALS OF CLERK OR DEPUTY

1/24/01 2/23/14
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.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

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



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

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

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

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

NAME OF BOARD/COMMITTEE: ZOING BOARD; HOUSING AUTHORITY BOARD; ECONOMIC

NAME OF APPLICANT: CARMEN JONES

RESIDENCY ADDRESS: 721 NW 16TH STREET POMPANO

ZIP CODE: 33060 **HOME PHONE NO.:** (954) 783-7233 **Cell:** (954) 249-9026

MAILING ADDRESS: SAME AS ADDRESS **E-mail:** cjones@brch.com
carmencjones721@aol.co

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*

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

ARE YOU A REGISTERED VOTER? YES: NO:

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

BUSINESS OR OCCUPATION: BOCA RATON COMMUNITY HOSPITAL

BUSINESS ADDRESS: 800 MEADOWA ROAD

CITY/STATE: BOCA RATON FL

ZIP CODE: 33431

BUSINESS PHONE NO. (561) 955-4756

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

IF YES, PLEASE LIST NAME: ALTERNATE ; EDUCATION ADVISORY

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

IF YES, PLEASE LIST NAME:

ECONOMIC ADVISORY

ZOING BOARD

POMPANO HOUSING AUTHORITY

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

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: ECONOMIC ADVISORY

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

EDUCATION: _____

EXPERIENCE: CONCERN CITIZEN; SERVED ON VARIOUS COMMUNITY COMMITTES IN CITY

CURRENT POSITION: SCHOOL ADVISORY COMMITTEE;

PAST POSITIONS: _____

HOBBIES: WALKING, READING

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

Carmen Jones
SIGNATURE OF APPLICANT

10-28-08
DATE OF APPLICATION

AK
INITIALS OF CLERK OR DEPUTY

~~2-25-10~~ 2/13/14
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.



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE APPLICATION

CITY OF POMPANO BEACH OFFICE OF THE CITY CLERK

2013 JAN 28 PM 4:22

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. [checked] Mrs. ___ Ms. ___ Miss ___ Name: Marcus A. McDiagle

Residence Information:

Home Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Home Phone: 954-825-3769 Cell Phone: SAME as HOME
Email: PLAYERSFIRST@gmail.com Fax: ___

Business Information:

Employer/Business Name: Players First Sports
Current Position / Occupation: President
Business Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Business Phone: 954-825-3769 Fax: ___ Email: PLAYERSFIRST@gmail.com

Are you a U.S. Citizen? Yes [checked] No ___

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

Do you own real property in Pompano Beach? Yes ___ No [checked]

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 3 columns of advisory boards/committees and checkboxes. Checked items include Affordable Housing, Cultural Arts, Parks and Recreation, Air Park, Education, Planning & Zoning, Architectural Appearance, Emergency Medical Services, Police & Firefighter's Retirement System, Budget Review, Employee's Board of Appeals, Pompano Beach Economic Development Council, Charter Amendment, Employee's Health Insurance, Public Art Committee, Community Appearance, General Employee's Retirement System, Recycling & Solid Waste, Sand & Spurs Riding Stables, Community Development, Golf, Marine, CRA East, Historic Preservation, Unsafe Structures, CRA West, Housing Authority of Pompano Beach, Zoning Board of Appeals.

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

In addition a Resume may be attached

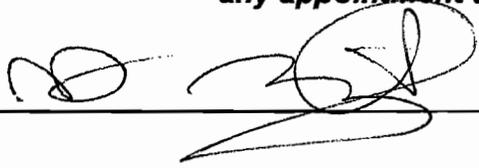
Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health Service adm.

Experience: over 12 yrs. experience event planning work
organizations that are community based
for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor. Adviser to College
bound kids;

Hobbies: Cultural events; sporting events;
family function organizing

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

Signature: 

Date: 1/28/13

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/13/14

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

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

Youth Development Consultant

Offering over ten (10+) years of developing programs that specialize in youth mentoring and guidance experience with a unique events planning background. Working knowledge of substance abuse, behavioral and performance, learning and motivation of children and young adults as it relates to their varied life situations. Qualifications also include proficiency in working within the Department of Children and Families, county and city court systems as a children advocate. Possess the knowledge, skills, and abilities to efficiently provide proactive methods for treatment, rehabilitation of mental dysfunctions and overall guidance for children and young adults.

HIGHLIGHTS OF ACCOMPLISHMENTS:

- Program development for troubled children and young adults involved in juvenile, foster care and sports.
- Developed and facilitated community events such as health fairs, family crisis and job/life skills. CPR, First Aid, hand to hand combat, physical and mechanical restraint
- Recipient of the '2007 Mentor of the Year' when working with Palm Beach Elementary School Mentor
- Recipient of the "Assistant Coach of the Year" for two consecutive years (1997 and 1998) for working with Pop Warner team representing Daytona Beach Buccaneers
- Associated with Professional Development Group

VALUE ADDED:

- Consistently apply critical thinking skills and good decision making abilities in business through deductive and sharp inductive reasoning ability.
- Possess and utilize active listening skills to assure clear and concise communication is maintained.
- Practice discipline, energetic, enthusiastic, goal-oriented, problem sensitivity and management skills.
- Exhibit responsible, self-motivated attributes and complemented by key organizational skills.
- Work efficiently with Microsoft Office including Word, Excel, Outlook and PowerPoint.

EXPERIENCE:

2005 - 2013

Event Planner/Coordinator

PlayersFirst, Inc.

Fort Lauderdale and Miami, Florida

Worked directly with HOT105 Radio personality, City of Oakland Park, City of Pompano, Land Rover Dealership, Stocker McDougle of the Miami Dolphins, The Jerome McDougle and NFL Friends to arrange and implement several key sporting events. Coordinated services for events, such as accommodation and transportation for participants, facilities, catering, signage, displays, special needs requirements, printing and event security. Plan and develop programs, agendas, budgets, sponsors, and services for each sport and health related event.

- Achieved success with "The Good Life" which was a health fair event including health care, social services and other professional providers, displayed Brazilian Martial Arts, and provided free health snack giveaways to raise awareness on individual health.
- Implemented 3 on 3 basketball tournaments, 7 on 7 Flag Football Challenge which raised funds for school supplies dispersed at the conclusion of the event
- Coordinated three (3) day event for at-risk youths which included 1st Football Camp held on South Beach and the Orange Bowl raised awareness for service that serviced substance abuse, mental health, developmentally challenge youth and young adults

2008 – 2010

Milieu Counselor

Spectrum Programs, Inc./Miami Behavioral Health Center (MBHC)

Miami, Florida

Supervised, mentored and counseled young adults dealing with substance abuse and mental health issue within the court system. Encouraged young adults to express their feelings and discuss their lives, helped them develop insight into themselves and their relationships. Processed the paper work associated with documenting client's behaviors and progression. Evaluated young adults, individually and in group sessions, to assist in overcoming dependencies, adjusted to life, and made changes. Developed and implemented treatment plans based on evaluations and clinical experience.

Marcus McDougle

✉ playersfirst@gmail.com

🏠 971 NW 6 Ave, Pompano, Florida 33060

☎ (954) 825-3769

2001 – 2004

Case Manager

Working directly with Volusia County's Department of Children and Families, court system, legal department and law enforcement. Resolved family crisis that directly involved at-risk children and their families. Advocated for the at-risk children/youth by acting as a liaison between the court system and the families in care. Educated children/youth and families about mental illness, abuse, medication, and available community resources. Monitored, evaluated, and recorded client progress with respect to treatment goals. Modified treatment plans according to changes in children/youth status. Increased social work knowledge by reviewing current literature, conducting social research, and attending seminars, training workshops.

Community Base Care
Daytona Beach, Florida

EDUCATION:

Graduated May 2002

Bachelors' Degree in Sociology and Psychology (earned)

Received Football Letterman in Spring 1993 and Fall 1995

Bethune-Cookman College
Daytona Beach, Florida

Graduated June 1992

High School Diploma (earned)

Blanche Ely High
Pompano Beach, Florida

State of Florida 2010

Certified in early childhood development

HIV awareness

HIPAA

Crisis Intervention

State of Florida
Pompano Beach, Florida

Zoning Boards of Appeals		MEMBERS						
Name	Address	District	Phone	Appointed	Expires	Res. No.		
VACANCY Comr. Dockswell's Appointee		1	783-2300	4/23/2013	11/11/2014	2013-198		Darlene Yaffe
VACANCY Vice Mayor Burrie's Appointee		2	954-942-9759	10/8/2013	11/12/2014	2014-01		Paul S. Webb
VACANCY Comr. Hardin's Appointee		3	954-977-3040	7/26/2011	11/11/2014	2011-290		George J. Goujahan
VACANCY Comr. Phillips' Appointee		4	954-785-4543	10/8/2013	11/12/2014	2014-02		Robert J. Klinton, Jr.
VACANCY Comr. Moss' Appointee		1	954-785-9600	7/26/2011	11/11/2014	2011-288		M. Ross Schulmeister
Alternates								
(1) Robert Holmes City Commission At Large	1577 NW 7th Avenue (33060) rholes1577@att.net	4	954-943-7485	7/26/2011	11/11/2014	2011-299		
(2) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	4/23/2013	4/4/2016	2013-216		
(3) James R. Bunn City Commission At Large	360 S.E. 15th Avenue (33060) bunnsfl@bellsouth.net	3	954-781-1746 (O) 954-296-7266	2/25/2014	2/22/2017	2014-154		
Matthew DeSantis	Recording Secretary		954-786-4652					

Meets: Third Thursday of each month @ 6:00pm in the City Commission Chambers
Elections: Annually in January

May serve on other boards also.

Meeting Date: February 24, 2015

Agenda Item

23

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

APPOINTMENT TO THE PARKS AND RECREATION ADVISORY BOARD

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON NOVEMBER 11, 2018; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Bruno Munoz – District 1
Walter Head – District 2
Phillip J. Schulte – District 2
Frank Shulman – District 3
Hazel K. Armbrister – District 4
David Baumwald – District 4
Jameesha Bernadin – District 4
Albert Hill – District 4

Marguerite K. Luster – District 4
Marcus A. McDougale – District 4
Shelton Pooler – District 4
John Reed – District 4
Bettye A. Walker – District 4
James V. Santomassimo – District 5
Richard Sasso – Lighthouse Point

This is a Commission’s appointment. Additionally, Charles H. Bechert, III (Alternate #2/District 3) desires to serve as a regular member.



Accomplishing this item supports achieving Initiative 5.2.1. “Ensure boards/committees are at 90% capacity with qualified members”, as identified in the Strategic Plan.

The Board’s membership is as follows: Charles H. Bechert, III (District 3/Alternate 2) and Christopher Mullon (District 3) appointed by Comr. Hardin; Donna Torrey (District 2) appointed by Comr. Burrie; Barry L. Moss (District 5), appointed by Vice Mayor Brummer; Walter Clark (District 5) appointed by Comr. Poitier; Rafael Katz (District 1) appointed by Comr. Dockswell; and Kenneth C. Arnold (District 3), appointed by Mayor Fisher.

- (1) Origin of request for this action: City Clerk’s Office
(2) Primary staff contact: Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION City Clerk’s Office

DATE 2/13/15

DEPARTMENTAL RECOMMENDATION Approve

DEPARTMENTAL HEAD SIGNATURE

Handwritten signature of Asceleta Hammond

X City Manager

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 PARKS AND RECREATION ADVISORY BOARD OF THE CITY OF POMPANO BEACH FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON NOVEMBER 11, 2018; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Parks and Recreation 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 Parks and Recreation Advisory Board of the City of Pompano Beach for a term of three (3) years; said term to expire on November 11, 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 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

2013 OCT - 8 AM 8:28
CITY OF POMPAÑO BEACH
OFFICE OF THE CITY CLERK

Mr. Mrs. ___ Ms. ___ Miss ___ Name: Bruno Munoz
(Optional)

Residence Information:

Home Address: 2605 SE 3rd Street
City/State/Zip: Pompano Beach, FL 33062
Home Phone: (954) 943-5386 Cell Phone: (954) 770-5178
Email: brunoz64@yahoo.com Fax: _____

Business Information:

Employer/Business Name: Nova Southeastern University
Current Position / Occupation: Process Innovation Architect
Business Address: SW 36th Street, Suite 8001
City/State/Zip: Fort Lauderdale
Business Phone: (954) 770-5178 Fax: _____ Email: brunoz2@nova.edu

Are you a U.S. Citizen? Yes No ___

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

Do you own real property in Pompano Beach? Yes No ___

Are you a registered voter? Yes No ___

Have you ever been convicted of a felony? Yes ___ No

Current or prior service on governmental boards and/or committees: None

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

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

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

In addition a Resume may be attached

Education: Lean Six Sigma Black Belt - Florida Atlantic University
Masters Business Administration - Aix-en-Provence (France)

Experience: Process Innovation, Performance Improvement, Continuous Improvement, Operations,
Systems Integration and Implementation, Training, Curriculum Writing, Lean Six Sigma

Past Positions: Operations Manager (2010-2013), Regional operations Manager & Process
Improvement (2007-2009), Instructional Designer (2006-2007), Trainer (Corporate:
2003-2006), Admissions Representative (2002-2003), Corporate Trainer (2001-2002)

Hobbies: Freedive Spearfishing - Soccer Coach

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

Signature: 

Date: 10/08/2013

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4600 -6 PM 3: 57
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. [checked] Mrs. ___ Ms. ___ Miss ___ Name: Walter Head

Residence Information:

Home Address: 613 NE 2nd Ave
City/State/Zip: Pompano Beach Fla 33060
Home Phone: 954-784-0678 Cell Phone: 954-348-2656
Email: Headw72@aol.com Fax: ___

Business Information:

Employer/Business Name: City of Pompano
Current Position / Occupation: Service Worker I
Business Address: ___
City/State/Zip: ___
Business Phone: 954-786-4600 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 ___ 2 [checked] 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: No

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

Table with 3 columns: Board/Committee Name, Description, and Selection Status. Includes rows for Affordable Housing, Air Park, Architectural Appearance, Budget Review, Charter Amendment, Community Appearance, Community Development (CDAC), CRA East, CRA West, Cultural Arts, Education, Emergency Medical Services, Employee's Board of Appeals, Employee's Health Insurance, General Employee's Retirement System, Golf, Historic Preservation, Housing Authority of Pompano Beach, Parks and Recreation, Planning & Zoning/Local Planning Agency, Police & Firefighter's Retirement System, Pompano Beach Economic Development Council, Public Art Committee, Recycling & Solid Waste, Sand & Spurs Riding Stables, Marine, Unsafe Structures, and 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: High school and some college

Experience: Deacon board at church

Past Positions: Deacon board at church

Hobbies: Serving God, working out, trying to do right by people

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

Signature: Walter Head

Date: 12-20-14

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: Philip James Schulte
 (Optional)

Residence Information:

Home Address: 381 S.E. 5th Terrace
 City/State/Zip: Pompano Beach, FL 33060
 Home Phone: 954-242-8148 Cell Phone: 954-242-8148
 Email: drphi13000@comcast.net Fax: 954-942-0146

Business Information:

Employer/Business Name: Broward County School
 Current Position / Occupation: Teacher (Head Start)
 Business Address: 700 N.E. 13th Avenue
 City/State/Zip: Pompano Beach, FL 33060
 Business Phone: 754-322-8050 Fax: 754-322-8090 Email: drphi13000@comcast.net

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: School Advisory Committee, President of the PTA; President of the Florida Education Fishing Foundation; Board Member of the Broward Children's Safety Council

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

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

In addition a Resume may be attached

Education: Please see attached Resume

Experience: Please see attached Resume

Past Positions: Please see attached Resume

Hobbies: Please see attached Resume

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

Signature: Phel Schulte, Ph.D.

Date: 3/7/13

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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

PHILIP J. SCHULTE Ph.D.381 S.E. 5th Terrace

Pompano Beach, FL 33060

(954) 242-8148 (home)

(754) 322-8050 (work)

Email Address: drphil3000@comcast.net

OBJECTIVE To secure a position on the Pompano Beach Advisory Board Committee.**EDUCATION****THE UNION INSTITUTE**, Miami, FL

Doctorate of Philosophy in Interdisciplinary Studies with a Concentration in Education/Leadership Systems and a Specialization in Marine Science Curricula, May 2009

NATIONAL UNIVERSITY, Los Angeles, CA

Master of Science in Educational Administration, September 1995

LANGUAGE DEVELOPMENT SPECIALIST CERTIFICATE, Los Angeles, CA

Recipient of Certificate (1996) (eligible to teach Limited English Proficient Students)

Maintain working knowledge in Spanish (including reading, writing and speaking)

LA SALLE UNIVERSITY, Philadelphia, PA

Academic Year 1988-89

Course work in undergraduate and graduate theology

TOWSON STATE UNIVERSITY, Towson, MD

Bachelor of Science in Elementary Education, May 1988

EXPERIENCE**POMPANO BEACH ELEMENTARY SCHOOL**Full-Time Teacher, September 1999 – Present

Teach Pre-K Head Start students in a multi-cultural setting. Requirements of the Head Start program include daily parent meetings, home visits, and following a comprehensive early literacy curriculum.

Activities:

P.T.A. President, 2006 – present

School Advisory Committee, 2004 – 2011

New Educator Support System (NESS), 2002 – present

WALKER ELEMENTARY SCHOOLFull-Time Teacher, August 1996 – 1999

Teach first grade students in a Title One School.

WILTON PLACE ELEMENTARY SCHOOL, Los Angeles, CA

Title I Coordinator, September 1995 - 1997

Coordinate federal Title I programs: prepare and draft budget of \$250,000 for the school; supervise and coordinate the recruitment and hiring of teachers for after-school programs including, but not limited to, enrichment classes, adult ESL, computer and technology courses for teachers and staff; initiate and supervise norm-reference testing programs for the entire school site and perform other administrative duties as assigned.

Full-Time Teacher, July 1993 - August 1995

Teach multicultural classes (including Spanish, Korean, Chinese, Filipino) at KINDERGARTEN LEVEL in an English Language Development Program; large percentage of students have limited English proficiency; maintain successful rate instructing teaching through application of self-created award-winning program consisting of the use of kinesthetic/whole language approach.

Activities:

Computer and Instructional Technology Coordinator;
Los Angeles Regional Coordinator for Consolidated Charitable Campaign (including United Way, United Latino Fund, United Negro College Fund, Asian Pacific Charities, among others);
Member of Local School Leadership Council;
Member of Title I Advisory Council

CASEY ELEMENTARY SCHOOL, Rialto, CA

Full-Time Teacher, September 1990 - June 1993

Taught all subjects at KINDERGARTEN/FIRST GRADE level (combined) (1992-1993); taught all subjects at FIRST GRADE level (1991); taught Limited English Proficiency at FOURTH and FIFTH GRADE levels (combined) (1990); utilized kinesthetic, auditory and visual approach for a supplementary reading program (Project Read); bolstered the mathematics curriculum with A.I.M.S. activities; integrated social studies in the language arts program.

Awards/Acknowledgments:

Outstanding Reading Teacher of the Year Award by the Arrowhead Reading Council (1993)
Recipient of the 1991 D.A.R.E. (Drug Abuse and Resistance Education) Appreciation Certificate

Activities:

Chairman for the Educational Technology Committee (1991)

ARCHBISHOP CARROL HIGH SCHOOL, Radnor, PA

Part-Time Teacher, September 1988 - June 1989

Taught religion courses at NINTH GRADE level.

HOMESTEAD ELEMENTARY SCHOOL, Harford, MD
Student Teacher, February 1988 - May 1988
Taught all subjects at FIFTH GRADE level.

SAINT GABRIEL'S HALL (a resident facility for court-appointed juveniles),
Audobon, PA
Summer School Teacher, Summer 1987
Taught courses in reading and mathematics at FOURTH through EIGHTH
GRADE levels; trained with rehabilitation counselors.

PERSONAL

FLORIDA EDUCATION FISHING FOUNDATION, Pompano Beach, FL
President/Board Member, 2001- Present

FLORIDA MARINE SCIENCE EDUCATORS ASSOCIATION, Pompano Beach,
FL
Member, 2006 - Present

BROWARD CHILDREN'S SAFETY COUNCIL, Pompano Beach, FL
Board Member, 2003 - Present

SANTA MONICA RUGBY CLUB, Santa Monica, CA
Member, 1993 -1998

OTHER INTERESTS: Reading, boating, golf, physical fitness, traveling, music
art and horticulture

REFERENCES AVAILABLE UPON REQUEST



**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: CHARLES H. BECHERT, III
(Optional)

Residence Information:

Home Address: 371 SE 9TH CT,
City/State/Zip: Pompano Beach, FL 33060
Home Phone: _____ Cell Phone: 954-401-0183
Email: trip@southfloridaattorney.com Fax: 954-941-8337

Business Information:

Employer/Business Name: Bechert & Associates, PA
Current Position / Occupation: Attorney
Business Address: 901 E. ATLANTIC BLVD.
City/State/Zip: POMPANO BEACH, FL 33060
Business Phone: 954-941-8363 Fax: 954-941-8337 Email: trip@southfloridaattorney.com

Are you a U.S. Citizen? Yes 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: Parks and Rec Board as alternate

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 checked="" type="checkbox"/> Parks and Recreation
<input checked="" type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input checked="" 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 checked="" type="checkbox"/> *Unsafe Structures
<input checked="" type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: ST. THOMAS UNIVERSITY, BACHELOR'S DEGREE
THOMAS M. COOLEY SCHOOL OF LAW, JURISDOCTORATE DEGREE

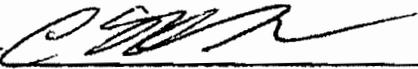
Experience:

Past Positions: ALTERNATE ON PARKS & RECREATION ADVISORY BOARD

Hobbies:

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

Signature:



Date:

3/29/12

Initials of Clerk or Deputy:



Date received or confirmed:

3/29/12

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

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

Charles H. Bechert III "Trip"

901 East Atlantic Blvd
Pompano Beach, Florida 33060

Office: (954) 941-8363
Fax : (954) 941-8337

FLORIDA BAR:

Admitted 1993

EDUCATION:

Thomas M. Cooley Law School - Lansing, Michigan
Juris Doctor, 1993

Awards:

§ Dean=s List

§ American Jurisprudence Award for Excellence in Trial Workshop

St. Thomas University - Miami, Florida
Bachelor of Arts in Communication

PROFESSIONAL PROFILE:

August 2007 - Present

Florida Supreme Court Certified Family, County and Circuit Civil Mediator
(Certified by the State of Florida)

November 2002 - Present

Bechert & Associates, P.A. - Pompano Beach, FL
Property Damage Defense for State Insurance Carrier, Criminal Defense, Contractor
Violations For Broward County, Foreclosure Defense, Personal Injury & PIP
Plaintiff, Wage and Overtime Claims, Immigration, Family Law, Commercial
Litigation

November 1999 - November 2002

Miller & Bechert, P.A. - Fort Lauderdale, FL
Personal Injury & PIP Plaintiff

September 1997 - 1999

Tolgyesi, Katz, Tarr & Hankin, P.A. - Hollywood, FL
Personal Injury, PIP Defense and Criminal Defense

May 1994 - September 1997

State Attorney=s Office Seventeenth Judicial Circuit Broward County, - Ft.
Lauderdale, FL

Assistant State Attorney

§ *Felony Trial Prosecutor:* Felony Trial Division (March 1996 - September 1997) Division
Prosecutor responsible for handling all levels of felony prosecutions.

§ *Special Unit Prosecutor:* Domestic Violence Unit (April 1995 - March 1996)
Investigate, file and prosecute all acts of domestic violence.

Additional responsibilities included interviewing victims, coordinating treatment with victim
advocates, and determining appropriate counseling and length of incarceration for domestic
violence offenders.

§ *Satellite Prosecutor:* West Satellite Court House (October 1994 - April 1995)

Supervised and prosecuted cases for the State Attorney=s West Satellite office. Responsible
for managing all interoffice operations as well as filing and prosecuting cases for 15
municipalities.

§ *Trial Prosecutor:* Misdemeanor Trial Division (May 1994 - October 1994)

Division Prosecutor responsible for handling hundreds of active files any given time.

December 1993

Law Offices of Milena Christopher - Ft. Lauderdale, FL

May 1994

Attorney

Responsibilities included administering the firm=s contract with the Department of Revenue for Child
Support Enforcement, encompassing over 12,000 active cases.

June 1995

Broward Community College

Adjunct Professor

§ Business Law 1 - Responsible for effective presentation of all course materials. Prepare and
administer examinations. Provide a positive atmosphere for students to learn and gain insight
in this area of their academics.

August 1995

Author & Lecturer

§ Domestic Violence - ANo Longer Band-Aid Solutions@, October 1995;
The Record: The Official Publication of the Broward County Medical Association.

§ Domestic Violence Seminar - Continuing Medical Education providing 1.0 credit for South
Florida Physicians. Sponsored by Pompano Beach Medical Center and Northeast Medical
Center.

Objectives: To assess and recognize domestic violence. Provide appropriate intervention of
persons involved in domestic violence. Property report victims of domestic
violence.



City of Pompano Beach, Florida

In order to assist the City Commission in making Municipal Board/Committee Appointments, the following information is requested:

NAME OF BOARD/COMMITTEE: Recreation

NAME OF APPLICANT: FRANK SHULMAN

AGE: UNDER 20: 21 - 35 35 - 50 OVER 50

HOME ADDRESS: 1271 S CYPRESS RD PHONE 942 0394

ZIP CODE 33060 OCCUPATION: Therapy office.

RETIRED:

BUSINESS ADDRESS: 1925 E Atlantic Blvd Pompano PHONE 942 9345

ARE YOU A REGISTERED VOTER? YES ARE YOU A CITY RESIDENT? YES

HOW LONG HAVE YOU BEEN A CITY RESIDENT? 5 YRS

PREVIOUS RESIDENCE: 5121 NE 6th AVE Pompano Beach FL (county)

ARE YOU A UNITED STATES CITIZEN? YES

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD/COMMITTEE? NO

IF YES, PLEASE LIST NAME:

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD/COMMITTEE? No

IF YES, PLEASE LIST NAME:

District 3 (updated 1/05) chs

BOARD/COMMITTEE APPLICATION

PAGE 2

HAVE YOU EVER SERVED ON A CITY BOARD OR COMMITTEE? NO
IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____
PLEASE LIST YOUR BACKGROUND, EXPERIENCE, EDUCATION, ETC., WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE.

EDUCATION: MS University of Ill

EXPERIENCE: Managing own business - Educational Consultant; Therapy office

CURRENT POSITION: Owner - Mgr Ethical Massage at Pompano Beach

PAST POSITIONS: Owner Bakery; Food Service; Consultancy; School

HOBBIES: History; Bridge; Developmentally Delayed children; acting, radio,

[Signature]
Signature

Date Sent 6/29/09 me
Date Rec'd

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

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



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. ___ Ms. Miss ___ Name: Hazel K. Armbrister
(Optional)

Residence Information:

Home Address: 1808 N.W. 6th Avenue
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: 954-943-6511 Cell Phone: 954-263-4453
Email: N/A Fax: N/A

Business Information:

Employer/Business Name: Rock Road Restoration Historical Group, Inc.
Current Position / Occupation: President
Business Address: P.O. Box 668746
City/State/Zip: Pompano Beach, Florida 33066
Business Phone: 954-943-6511 Fax: N/A Email: N/A

Are you a U.S. Citizen? Yes 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: Current- Air Park, Historic Preservation
Prior- Annexation, Zoning Board of Appeals

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

Affordable Housing	<input checked="" type="checkbox"/>	Cultural Arts	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>	*Unsafe Structures
CRA West		*Housing Authority of Pompano Beach		Social Problems
				*Zoning Board of Appeals

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

In addition a Resume may be attached

Education: Education studies into Masters, University of South Florida, Tampa

Experience: Bean Picker, Clerk, Volunteer, Educator, Community activist local, state, national

Past Positions: Annexation until all properties were voted into city boundaries.

Zoning Board of Appeals, resigned, appointed to Air Park

First Chairperson on the Historic Preservation Committee

Hobbies: Sharing my views with others; Collecting Black Art; Traveling

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

Signature: Hazel K. Ambrister

Date: June 9, 2011

Initials of Clerk or Deputy: ms

Date received or confirmed: 6/9/11

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

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-736-4811, or send via fax to: 954-786-4095.



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2014 FEB 18 AM 11:21
 CITY OF POMPANO BEACH
 OFFICE OF THE CITY CLERK

Mr. Mrs. Ms. Miss Name: David Baumwald
 (Optional)

Residence Information:

Home Address: 600 NW 21 street
 City/State/Zip: Pompano beach, Florida
 Home Phone: _____ Cell Phone: 954-295-4118
 Email: DavidBaumwald@ymail.com Fax: _____

Business Information:

Employer/Business Name: D and M home dev.corp.
 Current Position / Occupation: Owner
 Business Address: _____
 City/State/Zip: _____
 Business Phone: 954-295-4118 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No
 Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
 Do you own real property in Pompano Beach? Yes No
 Are you a registered voter? Yes No
 Have you ever been convicted of a felony? Yes No
 Current or prior service on governmental boards and/or committees: Vice-Chair Pompano Appearance comm. 4 yrs

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

<input checked="" type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input checked="" type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input checked="" 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 checked="" type="checkbox"/> Public Art Committee
<input checked="" type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development(CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input checked="" type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA West	<input checked="" type="checkbox"/> *Housing Authority of Pompano Beach	<input checked="" type="checkbox"/> *Unsafe Structures
		<input checked="" type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

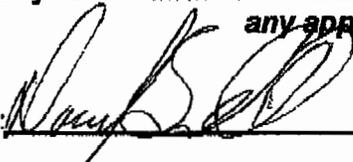
Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance commitee still active

Hobbies: Home remodeling, Construction investing, Dining

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

Signature: _____



Date: 02/13/2014

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/13/14

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

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



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

2015 FEB 11 PM 1:09
 CITY OF POMPANO BEACH
 OFFICE OF THE CITY CLERK

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: Jameesha Bernadin
 (Optional)

Residence Information:

Home Address: 1100 NE 25th AVE.
 City/State/Zip: Pompano Beach
 Home Phone: 754-245-1524 Cell Phone: 754-245-1524
 Email: jameeshabernadin@yahoo.com Fax: -

Business Information:

Employer/Business Name: Pompano Post Community Newspaper
 Current Position / Occupation: Publisher
 Business Address: 2755 NW Atlantic Blvd.
 City/State/Zip: Pompano Beach
 Business Phone: 754-245-1524 Fax: - Email: pompanopost@yahoo.com

Are you a U.S. Citizen? Yes No ___
 Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5
 Do you own real property in Pompano Beach? Yes ___ No
 Are you a registered voter? Yes No ___
 Have you ever been convicted of a felony? Yes ___ No
 Current or prior service on governmental boards and/or committees: Nominee to the Education Board 2012

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

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

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

In addition a Resume may be attached

Education: Pursuing Masters Degree, Mass Communications, Public Administration, Religion.

Experience: Public Relations, Marketing, Writing, Editing, Business Management and Development, Promotions, Advocate, Activist, Author, Entrepreneur & Evangelist.

Past Positions: Administration with Time Warner Communications, SBA Communications, Anheiser Busch & Aetna. Publisher/Editor of On The Move Magazine, and writer for The Florida Sentinel and WTMP-Tampa Broadcasting

Hobbies: Beach, spending time with my daughter & family. Attending and volunteering at community events.

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

Signature: 

Date: 2/11/2015

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.



**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: Albert L Hill
(Optional)

Residence Information:

Home Address: 384 N.W. 16th Ct
City/State/Zip: Pompano Bch, FLA 33060
Home Phone: 954-783-1731 Cell Phone: 954-263-0193
Email: albert.hill@bellsouth.net Fax: _____

Business Information:

Employer/Business Name: State of Fla. Dept. of Correction
Current Position / Occupation: Senior Supervisor
Business Address: 140 E. Mth St Road
City/State/Zip: Pompano Bch FLA 33060
Business Phone: 954-784-4500 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: _____

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

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input 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 checked="" 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.

In addition a Resume may be attached

Education: B.A degree F.O.U.

Experience: _____

Past Positions: N/A

Hobbies: Football, Basketball.

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

Signature: [Handwritten Signature]

Date: 12-6-10

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: 954-786-4311, or send via fax to: 954-786-4095.



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

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2012 NOV 16 AM 9:04

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: Marguerite K. Luster
(Optional)

Residence Information:

Home Address: 632 N.W. 20th Court
City/State/Zip: Pompano Beach, Florida 33062
Home Phone: 954-942-8063 Cell Phone: _____
Email: N/A Fax: N/A

Business Information:

Employer/Business Name: Retired
Current Position / Occupation: _____
Business Address: _____
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 ___ 2 ___ 3 ___ 4 5 ___
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: CRA Northwest

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 checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input 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 checked="" 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.

In addition a Resume may be attached

Education: _____

Experience: _____

Past Positions: _____

Hobbies: _____

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

Signature: Marguerite K Luster

Date: November 14, 2012

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.

2012 NOV 16 AM 9:04

Reverend Marguerite Luster

Biography

As a native Floridian, Reverend Marguerite Luster has made significant contributions in the lives of others through her public service on the Primary Care Community Relations Council, which has left a longstanding, positive impact within our local health care sector.

Bringing to bear a wealth of experience acquired from former positions at Harris Computer Systems and the National Electronics Association, Marguerite is extremely well known in northern Broward County as a community activist and leader among community groups and governmental circles.

Marguerite is an Assistant Pastor of The House of God, which is the Church of the Living God, Pillar and Ground of the Truth Without Controversy, Inc., Keith Dominion. She is also president of the local missionary department and a teacher of Sunday Bible School within the church.

Marguerite's civic duties consist of her active participation on The City of Pompano Beach Northwest CRA Advisory Board, Community Action, Inc.'s Advisory Board, Sunshine Health Center's Board of Directors and she is President of the Liberty Park Homeowners Association.

She is a proactive community steward who has been honored by local political leadership in the community. Reverend Luster received a community service proclamation on International Women's Day from Congressman Alcee L. Hastings. She also was awarded The Luther J. McNeil Community Service Award from former Florida Senator Mandy Dawson for her noteworthy work in the community.



**CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE OFFICE OF THE CITY CLERK
APPLICATION**

2013 JAN 28 PM 4:22

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. ___ Ms. ___ Miss ___ Name: Marcus A. McDiagle
(Optional)

Residence Information:

Home Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Home Phone: 954-825-3769 Cell Phone: SAME as HOME
Email: PLAYERSFIRST@gmail.com Fax: _____

Business Information:

Employer/Business Name: Players First Sports
Current Position / Occupation: President
Business Address: 971 NW 6 Ave
City/State/Zip: Pompano Bch, FL 33060
Business Phone: 954-825-3769 Fax: _____ Email: PLAYERSFIRST@gmail.com

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5
Do you own real property in Pompano Beach? Yes ___ No
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: _____

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

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

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

In addition a Resume may be attached

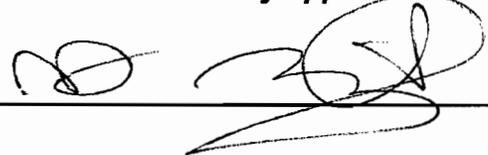
Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health Service adm.

Experience: over 12 yrs. experience event planning work;
Organizations that are community based
for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor, Adviser to College
bound kids;

Hobbies: Cultural events; sporting events;
family function organizing

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

Signature: 

Date: 1/28/13

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: Shelton Pooler
(Optional)

Residence Information:

Home Address: 1681 N W 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: 954-830-2367 Cell Phone: 954-830-2367
Email: poorishelton@aol.com Fax: _____

Business Information:

Employer/Business Name: Pooler Home Inspections
Current Position / Occupation: OWNER
Business Address: 1681 N W 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Business Phone: 954-830-2367 Fax: _____ Email: poorishelton@aol.com

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes No
Current or prior service on governmental boards and/or committees: None

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

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

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

In addition a Resume may be attached

Education: Ely High School
Atlantic Vocational Center (2) years
Electrical wiring

Experience: Owner of Pooler Home Inspections.
President of Canal Pointe Home
Owners Association

Past Positions: None

Hobbies: Love to fish and play basketball

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

Signature: Sheldon Poole Date: 7/10/11

Initials of Clerk or Deputy: MP Date received or confirmed: 7/12/11

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

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



CITY OF POMPANO BEACH 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: John REED
(Optional)

Residence Information:

Home Address: 1700 N.W. 5th Ave.
City/State/Zip: Pompano Beach, FL 33060
Home Phone: (954) 942-5517 Cell Phone: (954) 609-1695
Email: N/A Fax: N/A

Business Information:

Employer/Business Name: Retired
Current Position / Occupation: _____
Business Address: _____
City/State/Zip: _____
Business Phone: _____ Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 ___ 2 ___ 3 (4) 5 ___
Do you own real property in Pompano Beach? Yes ___ No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: N/A

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 checked="" type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input 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.

In addition a Resume may be attached

Education: B.S. DEGREE In Education

Experience: _____

Past Positions: _____

Hobbies: GOLF

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

Signature: [Handwritten Signature]

Date: 5/13/11

Initials of Clerk or Deputy: Ms

Date received or confirmed: 5/13/11

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

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at 954-786-4811, or send via fax to: 954-786-4095.

(yes) 10/13/09



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

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

**www.ci.pompano-beach.fl.us
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: CRA Board

NAME OF APPLICANT: Bettye A. Walker

RESIDENCY ADDRESS: 217 N.W. 15th Street, Pompano Beach, FL

ZIP CODE: 33060-5736 HOME PHONE NO.: 954-849-0980

MAILING ADDRESS: 217 N.W. 15th Street

CITY/STATE/ZIP CODE: Pompano Beach, FL 33060-5736

ARE YOU A CITY RESIDENT? YES: NO:

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

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: Retired

BUSINESS ADDRESS: _____

CITY/STATE: _____

ZIP CODE: _____ BUSINESS PHONE NO: _____

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

IF YES, PLEASE LIST NAME: _____

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

IF YES, PLEASE LIST NAME(S): Recreational Advisory Board

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: Homeowner & Business Owner

EDUCATION: Bachelor of Arts in Accounting
Master of Business Administration with an Emphasis in Accounting

EXPERIENCE: 18 years as a bookkeeper in Broward County
School Board and 16 years in business owner (Petty's Professional Business

CURRENT POSITION: N/A

PAST POSITIONS: _____

HOBBIES: Fishing, Sports & Traveling

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

Betty C. Walker
SIGNATURE OF APPLICANT

Sept. 5, 2008
DATE OF APPLICATION

AA
INITIALS OF CLERK OR DEPUTY

10/13/09
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

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 NOV 14 PM 2:25

Mr. [checked] Mrs. ___ Ms. ___ Miss ___ Name: James V. Santomassimo
(Optional)

Residence Information:

Home Address: 1115 W. Cypress Drive
City/State/Zip: Pompano Beach FL 33069
Home Phone: 954-971-0510 Cell Phone: 954-275-8778
Email: domus5@aol.com Fax: 954-971-4643

Business Information:

Employer/Business Name: Retired
Current Position / Occupation:
Business Address:
City/State/Zip:
Business Phone: Fax: Email:

Are you a U.S. Citizen? Yes [checked] No ___
Are you a resident of Pompano Beach? Yes [checked] No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 ___ 5 [checked]
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: P & R

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

Table with 3 columns: Board/Committee Name, Selection Status (checkbox), and Description. Includes rows for Affordable Housing, Cultural Arts, Parks and Recreation, etc.

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

In addition a Resume may be attached

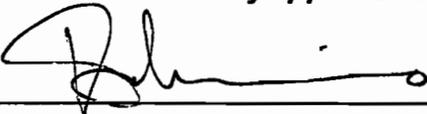
Education: Hofstra College. Pratt Institute -
Batista School of Design. Hoffberg Structural Institute

Experience: President. Domus Inc. Project Manager.
Vice President of Franklin National Bank (Design & Construction)

Past Positions: Architecture. developer. construction
management. project management (owner's representation)

Hobbies: Golf, Tennis, Travel, Dancing

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

Signature: 

Date: 11.14.2014

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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



CITY OF POMPANO BEACH OFFICE OF THE CITY CLERK
ADVISORY BOARD / COMMITTEE APPLICATION

2012 NOV 16 AM 7:38

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: RICHARD SASSO
 (Optional)

Residence Information:

Home Address: 2615 NE 26 TERR
 City/State/Zip: Lighthouse Point FL 33064
 Home Phone: 786 247 7974 Cell Phone: _____
 Email: RSasso@comcast.net Fax: _____

Business Information:

Employer/Business Name: MR SQUEAKY CAR WASH
 Current Position / Occupation: OWNER
 Business Address: 499 West Atlantic Blvd
 City/State/Zip: Pompano Beach FL 33060
 Business Phone: 786 247 7974 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: Miami-Dade County Public DEFENDERS OFFICE

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

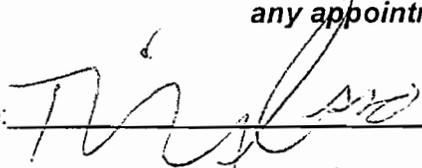
Education: — SEE PRIOR APPLICATION —

Experience: _____

Past Positions: _____

Hobbies: _____

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

Signature: 

Date: 11/14/12

Initials of Clerk or Deputy: 

Date received or confirmed: _____

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

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

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 33.076, "MEMBERS", TO PROVIDE FOR AN ADDITIONAL MEMBER OF THE PARKS AND RECREATION ADVISORY BOARD AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Parks and Recreation Advisory Board consisting of five (5) members; and

WHEREAS, the City Commission now wishes to add an additional member to the Parks and Recreation 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 33.076 "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:

§ 33.076 MEMBERS.

(A) Membership of the Parks and Recreation Advisory Board shall be composed of men or women who are registered voters and real property owners in the City of Pompano Beach and shall consist of ~~five (5)~~ six (6) members serving

without pay. 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. The City Manager, or a person designated by him, shall be an ex-officio ~~sixth~~ seventh member of said Board and shall act as Executive Secretary thereof.

(B) All members of the Parks and Recreation Advisory Board shall be appointed by the City Commission to ~~serve the following terms. Terms of the first members shall be as follows: one member to serve one year, two members to serve two years, and two members to 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 appointment of the original members shall be appointed to serve for a period of three years.~~

...

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.

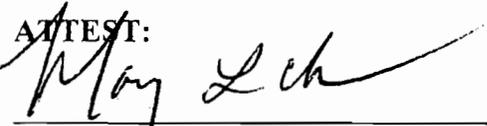
SECTION 4. This Ordinance shall become effective upon passage.

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

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE CREATING A PARKS AND RECREATION
ADVISORY BOARD, PRESCRIBING TERMS OF OFFICE OF
ITS MEMBERS AND THEIR POWERS AND DUTIES; PRO-
VIDING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES
IN CONFLICT; AND FOR OTHER PURPOSES.

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

SECTION 1: Establishment: Pursuant to the provisions of Section 234 of the Charter of the City of Pompano Beach, Florida, there is hereby established a Parks and Recreation Advisory Board.

SECTION 2: Membership: Membership of this Board shall be composed of men or women who are registered voters and real property owners in the City of Pompano Beach and shall consist of five (5) members serving without pay. 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. The City Manager, or a person designated by him, shall be an ex-officio sixth member of said Board and shall act as Executive Secretary thereof.

SECTION 3: Term: All members of the Parks and Recreation Advisory Board shall be appointed by the City Commission to serve the following terms:

(1) Terms of the first members shall be as follows:

One member to serve one (1) year,
Two members to serve two (2) years,
Two members to serve three (3) years.

(2) All members appointed in the future after the appointment of the original members shall be appointed to serve for a period of three (3) years.

SECTION 4: Powers and Duties:

(1) Immediately after their appointment, the Board shall meet and organize by electing from the membership a Chairman and a Secretary. The Board shall 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 and shall send copies of said Minutes to the City Commission and the City Manager. It shall also make an annual report to the City Commission and shall make such other reports from time to time as may be requested by the City Commission or desired to be submitted by said Board.

(2) The Parks and Recreation Board shall study the public playgrounds and parks, playfields, indoor and outdoor recreation centers and other recreation areas and facilities owned or controlled by the City and shall make its recommendations to the City Commission with respect to the operation and improvement thereof, as well as its recommendations as to the improvement of existing forms of recreation and cultural activity or the implementation of new forms of recreation and cultural activities which will employ the leisure time of the citizens of the City of Pompano Beach in a constructive and wholesome manner.

SECTION 5: Should any section or provision of this ordinance or any portion thereof, or any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or any part hereof, other than the part declared to be invalid.

SECTION 6: All ordinances or parts of ordinances in

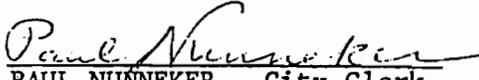
conflict herewith be and the same are hereby repealed.

PASSED FIRST READING this 27th day of June, 1966.

PASSED SECOND READING this 27th day of July, 1966.


STEWART R. KESTER, Mayor

ATTEST:


PAUL NUNNEKER, City Clerk

(b) Study the availability of water, sewers, roads, and other facilities in areas conducive to industry.

(c) Research and examine the industrial bond market, funding by banks, and state matching funds.

(d) Study industrial incentive programs which have been successfully accomplished in neighboring states such as Georgia, Alabama, and Mississippi.

(e) Establish public relations with owners of property in areas designated for future industrial development, both within the present city limits and within areas proposed for annexation into the city; develop information as to the pricing structure of parcels of land which may be required in those areas for industrial use; obtain sketches and surveys of available and potentially available parcels of land in those areas.

(9) To periodically survey the condition of the tourist industry in the city from the standpoint of determining the extent to which the potential of the city for attracting tourists is being utilized; to study the economic feasibility of constructing, modernizing, expanding, and rebuilding hotels and motels within the city.

(10) Any other duties the City Commission may direct.
('58 Code, § 2.51)

(B) In order to carry out the multiplicity of duties assigned to it, and to encourage the participation of the citizenry in its activities, the Industrial Development Advisory Board is hereby empowered to establish those committees it may deem advisable to assist the Board in carrying out its assigned functions. Members of these committees shall be appointed by majority vote of the Board, and shall either be residents of, or actively engaged in, business in the city, or the annexation reserve areas of the city as these areas are defined in the Charter. Members of the Board may also serve on the committees, members of the committees shall serve at the pleasure of the Board, and any committee so established may be abolished at any time upon a determination by the Board that the committee no longer serves any useful function. The Board shall appoint by majority vote a Chairman of each committee created pursuant to this section; the Chairman of any committee may also be a member of the Board. The activities of the committees shall be limited to acting in an advisory and information-gathering capacity for the Board. ('58 Code, § 2.52)
(Ord. 77-35, passed 4-19-77)
(Ord. 77-5, passed 11-16-76)

§ 33.064 ADVISORY CAPACITY OF BOARD.

Except as may otherwise be provided by ordinance, the powers and duties of the Industrial Development Advisory Board are of an advisory nature only, and the Board shall not have any powers or duties which conflict with or supersede the powers and duties of other city advisory boards.
('58 Code, § 2.53) (Ord. 77-5, passed 11-16-76)

§ 33.065 LIABILITY.

Neither the Industrial Development Advisory Board nor any member thereof shall incur any financial liability in the name of the city.
('58 Code, § 2.54) (Ord. 77-5, passed 11-16-76)

§ 33.066 PAYMENT OF EXPENSES.

The City Commission may provide for payment out of the general fund of the city of such sums as the Commission may deem appropriate for the payment of any expenses of the Industrial Development Advisory Board as the City Commission may from time to time determine to be necessary in order for the Board to carry out its duties and responsibilities, including, but not limited to, expenses for secretarial services and travel expenses.
('58 Code, § 2.55) (Ord. 77-5, passed 11-16-76)

PARKS AND RECREATION ADVISORY BOARD

§ 33.075 ESTABLISHMENT.

Pursuant to the provisions of section 234 of the Charter, there is hereby established a Parks and Recreation Advisory Board.
('58 Code, § 33.01 (a)) (Ord. 66-60, passed 7-27-66)

Cross-reference:

Parks and Playgrounds, see Chapter 98
Recreation Department, see §§32.80 and 32.81

§ 33.076 MEMBERS.

(A) Membership of the Parks and Recreation Advisory Board shall be composed of men or women who are registered voters and real property owners in the city and shall consist of five members serving without pay. Any vacancies in the Board shall be filled by the City Commission, and where a vacancy occurs otherwise than by expiration of the term, the appointment filling the vacancy shall be for the unexpired term. The City Manager, or a person designated by him, shall be an ex officio sixth member of the Board and shall act as executive secretary thereof.

(B) All members of the Parks and Recreation Advisory Board shall be appointed by the City Commission to serve the following terms. Terms of the first members shall be as follows: one member to serve one year, two members to serve two years, and two members to serve three years. All members appointed in the future after the appointment of the original members shall be appointed to serve for a period of three years. ('58 Code, § 33.01 (b) and (c)) (Ord. 66-60, passed 7-27-66)

§ 33.077 POWERS AND DUTIES.

(A) Immediately after their appointment, the Parks and Recreation Advisory Board shall meet and organize by electing from the membership a Chairman and a Secretary. The Board shall 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 and shall send copies of the minutes to the City Commission and the City Manager. It shall also make an annual report to the City Commission and shall make other reports from time to time as may be requested by the City Commission or desired to be submitted by the Board.

(B) The Parks and Recreation Advisory Board shall study the public playgrounds and parks, playfields, indoor and outdoor recreation centers, and other recreation areas and facilities owned or controlled by the city and shall make its recommendations to the City Commission with respect to the operation and improvement thereof, as well as its recommendations as to the improvement of existing forms of recreation and cultural activity or the implementation of new forms of recreation and cultural activities which will employ the leisure time of the citizens of the city in a constructive and wholesome manner. ('58 Code, § 33.02) (Ord. 66-60, passed 7-27-66)

PENSION BOARD OF GENERAL EMPLOYEES RETIREMENT SYSTEM

§ 33.085 ESTABLISHMENT.

For provisions governing the Pension Board of General Employees Retirement System, see § 34.013.

PENSION BOARD OF POLICE AND FIREFIGHTERS RETIREMENT SYSTEM

§ 33.090 ESTABLISHMENT.

For provisions governing the Pension Board of Police and Firefighters Retirement System, see § 34.048.

PLANNING AND ZONING BOARD

§ 33.095 ESTABLISHMENT.

For provisions governing the Planning and Zoning Board, see §154.16.

SAND AND SPURS ADVISORY BOARD

§ 33.100 COMPOSITION.

In accordance with the terms of section 234 of the Charter, there shall be an Advisory Board known as the Sand and Spurs Advisory Board composed of five persons. The Recreation Director shall meet with the Board as its advisor with no vote. ('58 Code, § 33.52) (Ord. 76-51, passed 5-18-76)

Cross-reference:

Sand and Spurs Stables, see §§ 98.60 through 98.71

§ 33.101 DUTIES.

The Sand and Spurs Advisory Board shall have the following duties.

(A) Initiate, make, and recommend to the City Commission a master plan for the physical development of the Sand and Spurs Stables, and to recommend proposed changes in the plan from time to time.

(B) Promote public interest in, and understanding of, the Sand and Spurs Stables.

(C) Keep a public record of its findings and recommendations.

(D) Advise and assist the City Commission in matters concerning the operation and use of the Sand and Spurs Stables.

(E) Other duties as the City Commission may direct. ('58 Code, § 33.53) (Ord. 76-51, passed 5-18-76)

ZONING BOARD OF APPEALS

§ 33.110 ESTABLISHMENT.

For provisions concerning the Zoning Board of Appeals, see Charter sections 221 through 227 and § 155.022.

MARINE ADVISORY BOARD

§ 33.120 ESTABLISHMENT.

Pursuant to the provisions of Section 234 of the Charter, there is established a Marine Advisory Board. (Ord. 86-1, passed 10-1-85)

§ 33.121 MEMBERS.

(A) The Marine Advisory Board shall



Name	Address	District	Phone	Appointed	Expires	Reso No.
Christopher G. Mullon (Vice Chair) City Commission At Large	808 N.E. 5th Avenue (33060) cgmullon@bellsouth.net	3	954-943-3504	7/23/2013	8/24/2016	2013-335
VACANCY City Commission At Large					11/14/2015 Barry Moss Term	
Michelle R. Rhoulhac City Commission At Large	3021 N.E. 1st Ave. (33064)	2	954-592-9492 c	7/23/2013	8/22/2016	2013-336
Walter Clark City Commission At Large	2541 NW 12th Court, (33069)	5	954-347-5710 c 954-971-2881 h	11/12/2013	11/14/2015 *Jones Term	2014-72
Rafael Katz (Chair) City Commission At Large	2711 NE 9th Ct. 33062 rafi@katzlawgroup.net	1	954-788-9396	8/22/2014	8/22/2017	2014-291
Kenneth C. Arnold City Commission At Large	1849 E. Alantic Blvd. (33060) kcarnbc@yahoo.com	3	954-609-5972 (Cell) 786-1098 (O)	4/10/2012	4/25/2015	2012-197
(1) Latoya T. Almonord City Commission At Large	501 N.W. 17th Avenue (33069)	4	954-394-3473	7/22/2014	7/1/2016 *Clark Term	2014-292
(2) Charles H. Bechert, III City Commission At Large	371 S.E. 9th Ct., (33060) Trip@southfloridaattorney.com	3	954-401-0183 h 954-941-8363 o	6/25/2013	7/1/2016	2013-294
Elizabeth Brunner - Secretary	Herb Skolnick Center		954-786-4593			

Meets: First Wednesday of each month @4:30pm in the Emma Lou Olson Civic Center
Elections: Annually in February
Established: City Resolution No. 66-60

Meeting Date: 2/24/2015

Agenda Item 24

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION CONSIDERATION TO RENAME NORWOOD PINES PARK "SGT KIP A. JACOBY" PARK

SUMMARY OF PURPOSE AND WHY:

First cousin of US Army Sergeant Kip Allen Jacoby provided a memo to the City Manager's office requesting the City rename Norwood Pines Park in Sgt. Jacoby's honor. Sgt. Jacoby, a resident of Pompano Beach, was killed in action June 28, 2005, during a combat operation in Afghanistan. If the City Commission decides to rename the park as requested, a resolution will be presented at the following meeting to formalize the name change.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Request by Mr. Scott Cook, relative of Sgt. Jacoby
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext. 4507
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$500 application has been provided

DEPARTMENTAL COORDINATION

Public Works

Finance

DATE

2/5/15

2/9/15

DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER

Approved Robert A. McCaughan

S. Sebble

[Signature]

City Manager

[Signature]

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

2015 FEB -3 PM 4:44

City Manager -- Dennis Beach

100 West Atlantic Boulevard

Pompano Beach, FL 33060

February 2, 2015

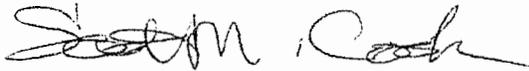
Dear Dennis,

This is a formal letter on behalf of the Kip Allen Jacoby family. We request that the Norwoods Pine Park on the corner of Cypress Road and 6th Avenue possibly be named in his honor, Sgt. Kip Allen Jacoby. He paid the ultimate sacrifice in trying to save 4 Navy Seals in Afghanistan. Kip Jacoby grew up in the Lyons Park neighborhood, and frequented this park to go skateboarding. He is a graduate of Northeast High.

He was part of Operation Red Wings, a mission that was depicted in the movie 'Lone Survivor' starring Mark Wahlberg, it is the second worst loss in the history of the war on terrorism. Fortunately Marcus Latrell was eventually rescued so that his story could be told and Sgt. Kip Allen Jacoby was able to receive recognition for his bravery. The ten year anniversary of his death is June 28th, 2015, and our family feels there is no better way to honor a fallen hero than to create a memorial in his honor.

Please consider this to be presented to the city commission in hopes that we may honor our family hero with the memorial naming of his favorite park.

Thank you in advance,



Scott M. Cook

2051 NE 28th Ave., Pompano Beach, FL 33062

954-531-0274 (H) 561-703-1195 (C)

1st cousin of Sgt. Kip Allen Jacoby