

Meeting Date: 3/24/15

Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent  Ordinance  Resolution  Consideration/Discussion  Presentation

SHORT TITLE Approve ranking order for RFQ E-18-15 Construction Management At-Risk Contract Services for Various Marine Construction Improvement Projects, and authorize staff to negotiate contracts with the two responsive firms, The Whiting-Turner Contracting Company and Emerald Construction (no cost at this time).

Summary of Purpose and Why:

A Request for Qualifications (RFQ), E-18-15 was issued to select qualified firms to provide construction management at risk contract services to the City for various marine construction improvement 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 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.

- (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>3/19/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>3/10/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>3/12/15</u>	<u>approval</u>	<u>[Signature]</u>
Budget	<u>3-12-15</u>	<u>approval</u>	<u>[Signature]</u>

[Signature]  
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

## MEMORANDUM

Purchasing #15-051  
March 10, 2015

To: Dennis W. Beach, City Manager

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

From: Jeffrey English, Purchasing Agent *JE*

Subject: Background for E-18-15, Construction Management at Risk Contract Services for Various Marine Construction Improvement Projects

### Contract Need/Background

A Request for Qualifications (RFQ), E-18-15 was issued to select qualified firms to provide construction management at risk contract services to the City for various marine construction improvement 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 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 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 source books.

Number of firms obtaining the solicitation	37
Number of firms submitting responsive proposals	2

### 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

Two responses were received to the solicitation. The Selection/Evaluation Committee met on Feb 27 (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. 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 two (2) responsive firms, The Whiting-Turner Contracting Company and Emerald Construction Corp.

enclosures

cc: file

**MINUTES  
SELECTION / EVALUATION COMMITTEE**

**RFQ #E-18-15  
CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR VARIOUS  
MARINE CONSTRUCTION IMPROVEMENT PROJECTS**

**Purchasing Conference Room  
1:30 p.m. 02/27/15**

The committee consisted of the following voting members:

Alessandra Delfico, City Engineer  
Jennifer Gomez, Assistant Development Services Director  
Tammy Good, Engineer II  
Robert McCaughan, Public Works Director  
Clayton Young, Engineer II

Non-voting members:

Jeffrey English, Purchasing Agent

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

Clayton Young 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)	Whiting-Turner Contracting.....	467
2)	Emerald Construction Corp.....	420

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 two firms, The Whiting-Turner Contracting Company and Emerald Construction Corp.

The meeting adjourned at approximately 1:48 p.m.

Analysis Comparison, Ranking 02/27/15, E-18-15 Construction Management At-Risk Contract Service for Various Marine Construction Improvement Projects

	Total Potential Points	Emerald Construction	Whiting Turner Contracting
<b>Committee Member</b>	Potential Points		
<b><u>Alessandra Delfico</u></b>			
Overall Approach and methodology	0-20	18	18
Prior Experience	0-20	18	19
Knowledge of Site	0-5	4	4
Financial Capability	0-10	9	9
Qualifications of Personnel	0-20	18	19
Scheduling/Cost Control	0-20	18	18
Certified Minority Business Enterprise	0-5	5	5
	Total =	90	92

<b>Committee Member</b>	Potential Points		
<b><u>Jennifer Gomez</u></b>			
Overall Approach and methodology	0-20	15	20
Prior Experience	0-20	12	17
Knowledge of Site	0-5	5	5
Financial Capability	0-10	8	10
Qualifications of Personnel	0-20	15	17
Scheduling/Cost Control	0-20	15	20
Certified Minority Business Enterprise	0-5	5	5
	Total =	75	94

Analysis Comparison, Ranking 02/27/15, E-18-15 Construction Management At-Risk Contract Service for Various Marine Construction Improvement Projects

	Total Potential Points	Emerald Construction	Whiting Turner Contracting
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Committee Member	Potential Points		
<b>Tammy Good</b>			
Overall Approach and methodology	0-20	15	20
Prior Experience	0-20	20	15
Knowledge of Site	0-5	5	5
Financial Capability	0-10	8	10
Qualifications of Personnel	0-20	15	20
Scheduling/Cost Control	0-20	18	20
Certified Minority Business Enterprise	0-5	5	5
	Total =	86	95

Committee Member	Potential Points		
<b>Robert McCaughan</b>			
Overall Approach and methodology	0-20	15	20
Prior Experience	0-20	15	20
Knowledge of Site	0-5	5	5
Financial Capability	0-10	10	10
Qualifications of Personnel	0-20	20	20
Scheduling/Cost Control	0-20	18	20
Certified Minority Business Enterprise	0-5	5	5
	Total =	88	100

Analysis Comparison, Ranking 02/27/15, E-18-15 Construction Management At-Risk Contract Service for Various Marine Construction Improvement Projects

	Total Potential Points	Emerald Construction	Whiting Turner Contracting
<b>Committee Member</b>	Potential Points		
<b>Clayton Young</b>			
Overall Approach and methodology	0-20	12	18
Prior Experience	0-20	15	15
Knowledge of Site	0-5	5	5
Financial Capability	0-10	8	10
Qualifications of Personnel	0-20	18	15
Scheduling/Cost Control	0-20	18	18
Certified Minority Business Enterprise	0-5	5	5
	Total =	81	86

<b>Committee Members (Average)</b>	Potential Points		
Overall Approach and methodology	0-20	15	19
Prior Experience	0-20	16	17
Knowledge of Site	0-5	5	5
Financial Capability	0-10	9	10
Qualifications of Personnel	0-20	17	18
Scheduling/Cost Control	0-20	17	19
Certified Minority Business Enterprise	0-5	5	5
	<b>Average Score =</b>	<b>84</b>	<b>93</b>

Analysis Comparison, Ranking 02/27/15, E-18-15 Construction Management At-Risk Contract Service for Various Marine Construction Improvement Projects

	Total Potential Points	Emerald Construction	Whiting Turner Contracting
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<b>Committee Members (Total)</b>	Potential Points		
Overall Approach and methodology	0-100	75	96
Prior Experience	0-100	80	86
Knowledge of Site	0-25	24	24
Financial Capability	0-50	43	49
Qualifications of Personnel	0-100	86	91
Scheduling/Cost Control	0-100	87	96
Certified Minority Business Enterprise	0-25	25	25
	<b>Grand Total=</b>	<b>420</b>	<b>467</b>

EVALUATION CRITERIA

RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: Emerald Construction Corp.

	CRITERIA	Point Range	Score
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	<u>18</u>
B.	Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within the past five (5) years: <ul style="list-style-type: none"> <li>a. Number of similar projects</li> <li>b. Complexity of similar projects</li> <li>c. References from past projects</li> <li>d. Safety record</li> </ul>	0-20	<u>18</u>
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	<u>4</u>
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	<u>9</u>
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"> <li>a. Number of technical staff</li> <li>b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff</li> </ul>	0-20	<u>18</u>
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:	0-20	<u>18</u>
G.	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	<u>5</u>
	<b>Total Points</b>	0-100	<b><u>90</u></b>

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

Shoreline Foundation Inc. partner for marine jobs.

Alexandra Day 2-27-15  
Signature of Evaluator Date

Alessandra Delhio  
Printed Name

EVALUATION CRITERIA

RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: The Whiting-Turner Contracting Company

	CRITERIA	Point Range	Score
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	<u>18</u>
B.	Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within 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	<u>19</u>
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	<u>4</u>
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	<u>9</u>
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	<u>19</u>
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:	0-20	<u>18</u>
G.	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	<u>5</u>
	<b>Total Points</b>	0-100	<b><u>92</u></b>

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

Listed some marine projects but not many

Alessandra Day      2-27-15      Alessandra Delhico  
 Signature of Evaluator      Date      Printed Name



EVALUATION CRITERIA

RFP E-18-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR MARINE CONSTRUCTION

VENDOR NAME: Emerald

	Criteria	Point Range	Score	
A.	Overall approach and methodology:	0-20	15	Emerald has construction at risk ext. SFI has
B.	Prior experience	0-20	12	pier experience
C.	Knowledge of site and local conditions:	0-5	5	Can bond up to \$15/\$30 M. Has a
				construciton finance person on team.
D.	Financial Capability	0-10	8	Revenues have decreased annually
E.	Qualifications of personnel including sub consultants.	0-20	15	
F.	Scheduling/Cost Control.	0-20	15	
G.	Is the firm a certified minority or women owned business enterprise	0-5	5	
			75	

Comments

5 years in business in Florida  
 2015 WC expereince Mod  
 Dania Beach firm  
 Projects: municipal, higher education, retail, commercial and residential  
 Partner: shoreline foundation  
 Fast growing new firm  
 Emerald would do the estimated, but SFI has the marine experience

EVALUATION CRITERIA

RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: Whitby

CRITERIA	Point Range	Score
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	<u>20</u>
B. Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within 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	<u>17</u>
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	<u>5</u>
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	<u>10</u>
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	<u>17</u>
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:	0-20	<u>20</u>
G. 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	<u>5</u>
<b>Total Points</b>	0-100	<u>99</u>

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

See attachment

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[Signature]  
Signature of Evaluator

2-27-15  
Date

Jennifer Gunez  
Printed Name

EVALUATION CRITERIA

RFP E-18-15 – CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR MARINE CONSTRUCTION

VENDOR NAME: Whiting Turner

Criteria	Point Range	Score
A. Overall approach and methodology:	0-20	20
B. Prior experience	0-20	17
C. Knowledge of site and local conditions:	0-5	5
D. Financial Capability	0-10	10
E. Qualifications of personnel including sub consultants.	0-20	17
F. Scheduling/Cost Control.	0-20	20
G. Is the firm a certified minority or women owned business enterprise	0-5	5
		94

Comments

54 years in business  
 Litigation  
 5 years w/ no surety company or claims  
 Numerous citatins nationally. None in FL  
 2000 FTE  
 Ranked 9th in construction at risk firms

EVALUATION CRITERIA

RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: Emerald Construction

CRITERIA	Point Range	Score
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	<u>15</u>
B. Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within the past five (5) years: a. Number of similar projects - NONE b. Complexity of similar projects - NONE c. References from past projects d. Safety record - OSHA FINED FOR SERIOUS VIOLATION	0-20	<u>20</u>
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	<u>5</u>
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. <\$2.8 M Annual	0-10	<u>8</u>
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	<u>15</u>
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:	0-20	<u>18</u> 01
G. 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	<u>05</u>
<b>Total Points</b>	0-100	<u>86</u>

SHORELINE

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

5 year business, \$2.8 M revenues, OSHA citation? \$7,000.00

USING Shoreline Foundation, Inc. as sub

Vertical Contractor

Emerald appears to be a very small vertical contractor with little/no

experience w/ marine construction.

Signature of Evaluator

Date

Printed Name

[Signature]

7/1/15

Thomas V. GARD

EVALUATION CRITERIA

RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: The Whiting-Turner Contracting Company

CRITERIA	Point Range	Score
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	<u>20</u>
B. Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within 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	<u>15</u>
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	<u>5</u>
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	<u>10</u>
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	<u>20</u>
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:	0-20	<u>20</u> 40
G. 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	<u>5</u>
<b>Total Points</b>	0-100	<u>95</u>

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

Established GC-54+ years, OSHA citation  
\$8.3M dock, large company w/ financial capacity to undertake large projects.  
other water related projects.

Tammy Good  
Signature of Evaluator

2-26-15  
Date

TAMMY GOOD  
Printed Name

EVALUATION CRITERIA

RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: EMERALD CONSTRUCTION

CRITERIA	Point Range	Score
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	<u>15</u>
B. Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within 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	<u>15</u>
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	<u>5</u>
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	<u>10</u>
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	<u>20</u>
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:	0-20	<u>18</u>
G. 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	<u>5</u>
<b>Total Points</b>	0-100	<u>88</u>

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

good experience  
Zero litigation since 1998  
Financial statements - did not see? provided  
Robert McCaughan      2/27/15      Robert A McCaughan  
 Signature of Evaluator      Date      Printed Name

EVALUATION CRITERIA

RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: WHITING TURNER CONTRACTING

CRITERIA	Point Range	Score
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	<u>20</u>
B. Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within 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	<u>20</u>
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	<u>5</u>
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	<u>10</u>
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	<u>20</u>
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:	0-20	<u>20</u>
G. 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	<u>5</u>
<b>Total Points</b>	0-100	<u>100</u>

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

Involved 500-700 projects @ a time \$4 B Bonding  
Excellent prior experience w projects of similar size and larger  
Thorough Proposal

Robert McCaughan  
 Signature of Evaluator

Date

Robert A McCaughan  
 Printed Name

EVALUATION CRITERIA

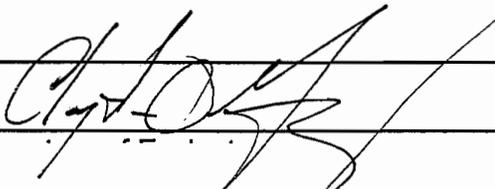
RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: EMERALD

CRITERIA	Point Range	Score
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	<u>12</u>
B. Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within 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	<u>15</u>
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	<u>5</u>
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	<u>8</u>
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	<u>18</u>
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:	0-20	<u>18</u>
G. 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	<u>5</u>
<b>Total Points</b>	0-100	<u>81</u>

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

GOOD THAT THE TEAM IS CAPABLE OF SELF PERFORMING  
SOME OF THE WORK POSSIBLY A GOOD FIT FOR THE  
SUMMER JOBS

 2-27-15 CLAYTON YOUNG

EVALUATION CRITERIA

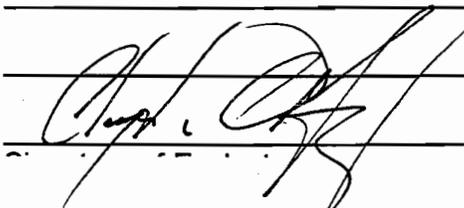
RFQ E-18-15 – Construction Management at-risk Contract Services for Various Marine Improvement Projects

VENDOR NAME: WHITING TURNER

CRITERIA	Point Range	Score
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	<u>18</u>
A. Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within the past five (5) years:	0-20	<u>15</u>
a. Number of similar projects		
b. Complexity of similar projects		
c. References from past projects		
d. Safety record		
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	<u>5</u>
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	<u>10</u>
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:	0-20	<u>15</u>
a. Number of technical staff		
b. Qualifications of technical staff: (1) Number of licensed staff		
(2) Education of staff		
(3) Experience of staff		
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:	0-20	<u>18</u>
G. 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	<u>5</u>
<b>Total Points</b>	0-100	<u>86</u>

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

HAS THE FINANCIAL RESOURCES TO DO THE LARGER PROJECT



2-27-15 Clayton Young

CITY OF POMPANO BEACH

q

RFQ-Response to Request for Qualification  
E-18-15

Construction Management at Risk Contract Services for Various Marine Construction Improvement Projects  
2/18/2015

<b>Company Responding:</b>	<b>Address</b>	<b>City, State, Zip</b>
Emerald Construction	1211 Stirling Road, Ste. 106	Dania Beach, FL 33004
The Whiting-Turner Contracting Company	1901 W. Cypress Creek Road, Ste 101	Fort Lauderdale, FL 33309



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR QUALIFICATIONS  
E-18-15**

**CONSTRUCTION MANAGEMENT AT RISK CONTRACT  
SERVICES FOR VARIOUS MARINE CONSTRUCTION  
IMPROVEMENT PROJECTS**

**RFQ OPENING: February 18, 2015 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

January 15, 2015

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR QUALIFICATIONS  
E-18-15

CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR VARIOUS MARINE  
CONSTRUCTION IMPROVEMENT PROJECTS

The City is seeking proposals from qualified firms to provide construction management at risk contract services to the City for various city marine improvement projects.

The City will receive sealed proposals until **2:00 p.m. (local), February 18, 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:	01/15/2015
Deadline for Questions:	02/11/2015
RFQ Opening:	02/18/2015
Evaluation of Proposals (estimated)	03/05/2015
Evaluation of Presentations (estimated if required)	03/19/2015
Commission Approval of Highest Ranked Firm (estimated)	04/28/2015

## **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](http://www.pompanobeachfl.gov).

**The City has set a 15% voluntary Small Business Enterprise Goal for this project. In subsequent stages of the RFQ process, proposers will be provided and required to submit SBE Forms.**

#### **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](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. In subsequent stages of the RFQ process, proposers will be provided and required to submit LBE Forms.**

#### **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. Reconstruction of the City of Pompano Beach Municipal Fishing Pier.

- B. Repair and/or reconstruction of seawalls adjacent to the City owned property along the Intracoastal Waterway.
- C. Caliban Canal dredging project and other canal maintenance dredging projects citywide.
- D. Expansion of the Alsdorf Park boat ramp.
- E. Water taxi docking facilities.
- F. Miscellaneous piling installations for docks and general repairs to the City owned marine facilities.

**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. Should any work be performed on the water, proof of longshore man coverage will be required.
- 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
XX	contractual insurance	property damage
XX	broad form property	combined
	damage	_____
XX	independent contractors	
XX	personal injury	personal injury

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**AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE**

		bodily injury
		(each person)
		bodily injury
XX	comprehensive form	(each accident) _____
XX	owned	property damage _____
XX	hired	bodily injury and
XX	non-owned	property damage
		combined

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**REAL & PERSONAL PROPERTY**

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

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

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XX	<b>PROFESSIONAL LIABILITY</b>	\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis		

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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. 3<sup>rd</sup> 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](mailto: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, Clayton Young, Civil Engineer II, at 954-545-4029 or email [clayton.young@copbfl.com](mailto:clayton.young@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 negotiations 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 (GMP) 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. Provide monthly reports identifying Minority/Women and Small Business Enterprises participation and to confirm whether CM has met or exceeded recommended goals for this project (15% participation).
- D. 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.
- E. Coordinate and insure compliance with all insurance requirements.
- F. Create, maintain, and present an overall construction schedule
- G. Create a schedule of values for the project or phases of the project.
- H. 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. Permitting: City, County and State government agencies or any other government agency having jurisdiction: address permit comments as needed.
- B. Cost estimating and value engineering.
- C. Development of outline specifications.
- D. Bathymetric surveying.
- E. Landscaping beautification.
- F. MOT (Maintenance of Traffic).
- G. Pedestrian movement (ADA compliance).
- H. Lighting-electrical.
- I. Drainage (Tideflex valves, etc.).
- J. Parking lots (layout, construction, striping, etc.).
- K. Underground utilities (water, wastewater).
- L. Piling design and fabrication.
- M. Dredging and disposal.
- N. Construction of seawalls, piers, docks, boat ramps, boat slips, fender, and berthing pile systems and configuration, safety railings, site amenities.
- O. Construction details.
- P. Construction specifications.
- Q. 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:

<b>CRITERIA</b>		<b>Point Range</b>
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
B.	Prior experience with projects of similar size and in an urban environment, beachfront or waterfront areas with an emphasis on aesthetic improvements, utility improvements, sophisticated landscape themes within the past five (5) years: <ul style="list-style-type: none"> <li>a. Number of similar projects</li> <li>b. Complexity of similar projects</li> <li>c. References from past projects</li> <li>d. Safety record</li> </ul>	0-20
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
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
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"> <li>a. Number of technical staff</li> <li>b. Qualifications of technical staff: (1) Number of licensed staff (2) Education of staff (3) Experience of staff</li> </ul>	0-20
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:	0-20
G.	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
<b>Total Points</b>		<b>0-100</b>

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 twelve (12) 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. 3<sup>rd</sup> 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 6, 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:

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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.

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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** (any bonding in excess of \$100,000.00 shall be recorded with Broward County)

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:

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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 E-18-15, CONSTRUCTION MANAGEMENT AT RISK CONTRACT SERVICES FOR**  
**VARIOUS MARINE CONSTRUCTION IMPROVEMENT PROJECTS**

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 RFQ. I have read the RFQ 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. 3<sup>rd</sup> 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	_____ _____	_____ _____
Other Key Member	_____ _____	_____ _____
Other Key Member	_____ _____	_____ _____
Other Key Member	_____ _____	_____ _____

Meeting Date: 03/24/15

Agenda Item 2

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    Approval to award Bid #E-17-15, Golf Course Parking Lot Lighting to the lowest responsive, responsible bidder, John R. Toscano, Inc., in the amount of \$47,510.00.

**Summary of Purpose and Why:**

Bid E-17-15 was issued for the Public Works Department to establish a contract for the furnishing of all labor, equipment, tools materials and any other incidentals required for the installation of parking lot lighting in the Pompano Beach Golf Course. Bid award is recommended to the lowest responsive, responsible bidder John R. Toscano, Inc., in the amount of \$47,510.00. City Commission approval of the contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan, Public Works Director    954 786-4097
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: \$47,510.00 from budgeted funds in account 302-7528-530.65-12/ Golf Course Parking Lot Lights /CIP 14-250.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>3/10/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>3/9/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>3/12/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>3-12-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]  
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

**MEMORANDUM**

Purchasing #15-053  
March 10, 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-17-15, Golf Course Parking Lot Lighting

---

Contract Need/Background

Bid E-17-15 was issued for the Public Works Department to establish a contract for the furnishing of all labor, equipment, tools materials and any other incidentals required for the installation of parking lot lighting at the Pompano Beach Golf Club.

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

Bidders List

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

Number of firms solicited. ....87  
Number of firms responding with complete bids.....5

Advertising

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

Funding

The contract will be funded from budgeted funds in account 302-7528-530.65-12/Golf Course Parking Lot Lights/CIP 14-250.

Purchasing #15-053

Page 2

March 10, 2015

Award Recommendation

After reviewing the responses to this bid with the Public Works Department it is recommended that the award for E-17-15 be made to the lowest bidder, John R. Toscano, Inc., in the amount of \$47,510.00.

enclosures

cc: file

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 2/13/15

To: Engineering Division, Public Works Department Attn.: Alessandra Delfico PE

Subject: Bid No. E-17-15 Item/service: Golf Course Parking Lot Lighting

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

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

1. SOURCE OF FUNDS:

Budgeted Code: 302-7528-530.65-12

Title: Golf Course Parking Lot Lights 14 250

2. RECOMMENDATION:

(a) Which bidder do you recommend?

John R. Toscano, Inc.

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

Yes X No       

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

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

Yes X No        Not applicable for this bid       

Signature: Robert McCaughan

Date: 3/4/15

Title: Robert McCaughan  
Public Works Director

RECEIVED PURCHASING  
2015 MAR -4 AM 10:32

CITY OF POMPANO BEACH -- BID TABULATION  
 Bid #: E-17-14 Title: Golf Course Parking Lot Lighting  
 Date 2/13/15

<b>Bidder:</b>	<b>Grid-One Electrical Construction 390 US Hwy 27 North South Bay, FL. 33493</b>	<b>Davco Electrical Contractors 4885 Park Ridge Blvd. Boynton Beach, FL. 33426</b>	<b>Powercom, LLC 2511 NW 16 Lane #8 Pompano Beach, FL. 33064</b>
Furnishing all labor, equipment, and tools for the installation of parking lot lighting in compliance with applicable building codes, according to "Golf Course Parking Light Plans," and as described herein	\$163,900.00	\$112,800.00	\$108,800.00
1 Lump Sum	\$163,900.00	\$112,800.00	\$108,800.00
Indemnification	\$10.00	\$10.00	\$10.00
<b>Grand Total</b>	<b>\$163,910.00</b>	<b>\$112,810.00</b>	<b>\$108,810.00</b>
Bid bond included?	Cashiers Check, 5%	Yes, 5%	Cashiers Check, 5%
Estimated time for job completion	"TBD"		
Notes			

CITY OF POMPANO BEACH -- BID TABULATION  
 Bid #: E-17-14 Title: Golf Course Parking Lot Lighting  
 Date 2/13/15

<b>Imperial Electrical Inc. 11821 NW 11th St. Plantation, FL. 33323</b>	<b>John R. Toscano, Inc. 242 SW 33rd Ct. Fort Lauderdale, FL. 33064</b>
\$79,000.00	\$47,500.00
\$79,000.00	\$47,500.00
\$10.00	\$10.00
<b>\$79,010.00</b>	<b>\$47,510.00</b>
Yes, 5%	Cashiers Check, 5%
	90 calendar days



Florida's Warmest Welcome

**BID/CONTRACT DOCUMENTS**

**INSTALLATION OF GOLF COURSE  
PARKING LOT LIGHTING**

**BID E-17-15**

**For the City of Pompano Beach, Florida**

**BID OPENING: February 13, 2015, 2:00 p.m. (local)**

**PURCHASING DIVISION**

**1190 N.E. 3<sup>RD</sup> AVENUE, BUILDING C (FRONT)**

**POMPAÑO BEACH, FLORIDA 33060**

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## INVITATION TO BID

Sealed Proposals for **Bid E-17-15, Installation of Golf Course Parking Lot Lighting** addressed to the City of Pompano Beach, Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060, will be received until 2:00 p.m. (local), on **February 13, 2015** and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

The project consists of furnishing all labor, equipment, and tools for the installation of parking lot lighting in compliance with applicable building codes, according to "Golf Course Parking Light Plans," and as described herein. The project location is at 1101 North Federal Highway in Pompano Beach.

All bidders are expected to visit the site of the work and to inform themselves as to all existing conditions and obtain necessary measurements. Failure to do so in no way relieves the successful bidder from the necessity of furnishing all equipment and materials and performing all work required for the completion of the contract in conformity with all specifications

Bid documents may be obtained at no charge from the City of Pompano Beach website [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov).

Each proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. The bid form must be filled in completely and accurately, particularly as it pertains to alternate bid items.

All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Insurance is required for all bids.**

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not exceed 90 Days from the bid opening date.

Dated this 13th day of January, 2015

CITY OF POMPANO BEACH

By : Jeff English, Purchasing Agent

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINED TERMS**

Terms used in these Instructions to Bidders, which are defined in the Standard GENERAL CONDITIONS of the Construction Contract, have the meanings assigned to them in the GENERAL CONDITIONS. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **2. COPIES OF BIDDING DOCUMENTS**

2.1 Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document.

### **4. PUBLIC ENTITY CRIMES**

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

### **5. DRUG FREE WORKPLACE**

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Bidder should complete and provide Statement Under Section 287.087 Florida Statutes on Drug-Free Workplace.

## **6. ANTI-KICKBACK ACT**

The successful bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

## **7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES**

7.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.

7.2 Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to OWNER by owners of such facilities or others, and OWNER does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

7.4 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

7.5 On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.

7.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

7.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **8. INTERPRETATIONS AND ADDENDA**

8.1 All questions are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060; questions may be submitted by fax to (954) 786-4168, or by email to [purchasing@copbfl.com](mailto:purchasing@copbfl.com). All questions must include the inquiring firm's name, address, telephone number, fax number, and bid name and number.

All written questions must be received by **5:00 p.m. on January 20, 2015** at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions may be faxed to (954) 786-4168, referencing the bid number on all pages faxed.

8.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER.

## **9. BID SECURITY**

9.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements stated herein.

9.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, (if provided as a cashier's check or bank officer's check), whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have reasonable chance of receiving the award may be retained by OWNER until a completed contract has been issued, whereupon Bid security furnished by such Bidders will be returned.

9.3 The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the bidder refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the bidder is accepted.

## **10. CONTRACT TIME**

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the section entitled Bid Proposal.

## **11. LIQUIDATED DAMAGES**

11.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

11.2 All bidders must state in the Bid Proposal the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions. The amount to be stated shall be no less than \$10.00.

## **12. SUBSTITUTE OR "OR-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the agreement.

## **13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.**

13.1 Each Bid must identify the names and address of Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the Bid Proposal section. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization, if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of each acceptance after the Effective Date of Agreement.

13.2 In contracts where the Contract Price is on the basis of Cost-of-the Work Plus a fee, the apparent Successful Bidder, prior to the Notice Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

13.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

#### **14. BID PROPOSAL**

14.1 The Bid Proposal is included with the Bidding Documents.

14.2 All blanks on the Bid Proposal are to be completed in ink or by typewriter. The City requests three (3) copies of the bid be submitted, (one original, and two copies). Bidders are to complete and return pages 12-23.

14.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

14.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

14.5 All names must be typed or printed below the signature.

14.6 The Bid should contain an acknowledgment of receipt of all Addenda (the numbers of which should be filled in on the Bid Proposal).

14.7 The address and telephone number for communications regarding the Bid must be shown.

14.8 All blank spaces in the bid form must be filled in, both words and figures where required. In case of discrepancy between unit prices and totals, unit prices will prevail.

#### **15. SUBMISSION OF BIDS**

15.1 Bids shall be submitted before the time and at the place indicated in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior with the Project title, City Bid Number, the name and address of the Bidder, and addressed to:

Jeff English, Purchasing Agent  
City of Pompano Beach, Florida  
1190 N.E. 3<sup>rd</sup> Avenue, Bldg. C (front)  
Pompano Beach, Florida 33060

The Bid shall be accompanied by the Bid Security and other required documents. If not mailed, please deliver to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front), Pompano Beach, Florida, 33060.

15.2 More than one Bid received for the same work from an individual, firm or partnership, Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

15.3 If you wish to receive a copy of the bid tabulation sheet after opening, please submit a stamped, self-addressed envelope with your bid. Bid results will not be read to you over the phone. Bid tabulations are also posted on the City's website.

## **16. MODIFICATION AND WITHDRAWAL OF BIDS**

16.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

16.2 After bids are opened, and a contractor defaults on a City contract, the contractor may be banned from doing business with the City for a period of 36 months from the date of default.

## **17. OPENING OF BIDS**

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

## **18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.1 All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

## **19. AWARD OF CONTRACT**

19.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time and changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming nonresponsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum therefor will be resolved in favor of the correct sum.

19.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

19.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

19.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

19.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) after the day of the Bid opening.

## **20. CONTRACT SECURITY**

When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

## **21. SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

## **22. TAXES**

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

## **23. NOTICE TO CONTRACTOR**

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

## **24. NON DISCRIMINATION**

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

## **25. OCCUPATIONAL HEALTH AND SAFETY**

In compliance with Chapter 442, Florida Statutes, any items included in the latest edition of "Florida Substance List" which are delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness, and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

**ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.**

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

## 26. PERMITS AND FEES

The Contractor awarded the project which is the scope of this bid document shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated. The City will reimburse permit all fees for this project.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department indicated for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	\$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	\$0.60 per \$1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum \$2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum \$2.00

**BID PROPOSAL**

**PROJECT IDENTIFICATION**

Project Name: Installation of Golf Course Parking Lot Lighting

Bid Number: E-17-15

**THIS BID IS SUBMITTED TO**

OWNER: City of Pompano Beach, Florida

Address: 1190 N. E. 3rd Avenue, Building C, Pompano Beach, Florida 33060

**BIDDER-COMPANY NAME**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID**

Name & Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- A. BIDDER has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. BIDDER has studied carefully all reports and drawings of physical conditions which are identified in the bid.
- D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (C) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- E. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by Bidder in order to perform and furnish the Work at Work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents.
- F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- G. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.
- H. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or

corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

4. BIDDER agrees that the construction of the Project will be substantially complete within \_\_\_\_ calendar days after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment within \_\_\_\_ calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

5. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.
6. BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

7. **BID PROPOSAL**

The project consists of furnishing all labor, equipment, and tools for the installation of parking lot lighting in compliance with applicable building codes, according to "Golf Course Parking Light Plans," and as described herein:

(The rest of the page has been left blank intentionally.)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
1.	Furnishing all labor, equipment, and tools for the installation of parking lot lighting in compliance with applicable building codes, as described in "Golf Course Parking Light Plans," and as described herein	1	LS	_____
2.	Indemnification	1	LS	<u>10.00</u>
GRAND TOTAL				

GRAND TOTAL in Words: \_\_\_\_\_

8. The above includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

DATE \_\_\_\_\_ BIDDER: \_\_\_\_\_  
 (Corporation Name) (Partnership Name) (Trade Name)

BY: \_\_\_\_\_  
 Name & Title of Signer

Manual Signature \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
 \_\_\_\_\_ (Zip) \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_

Facsimile #: (\_\_\_\_\_) \_\_\_\_\_

Federal I.D. # \_\_\_\_\_

State of Florida Contractor's license # \_\_\_\_\_

Broward County Certificate of Competency #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

9. At the preconstruction conference, the BIDDER shall submit a complete detailed schedule of shop drawing submittals which will show lead time for:

Date of Planned submittal.

Date of anticipated receipt of review (usually three weeks after submittal).

Delivery lead time.

Anticipated installation date.

**10. Qualifications Of Bidders**

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a General Contractor?

\_\_\_\_\_

10.2 What is the last project of this nature that you have completed?

\_\_\_\_\_

10.3 Have you ever failed to complete work awarded to you? If Yes, where and why?

\_\_\_\_\_

\_\_\_\_\_

10.4 List all work performed over the last year.

Project Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

\_\_\_\_\_

Phone Number \_\_\_\_\_

Nature of Work \_\_\_\_\_

Original Contract Completion Time (Days) \_\_\_\_\_

Original Contract Completion Date \_\_\_\_\_

Actual Final Contract Completion Date \_\_\_\_\_

Original Contract Price \_\_\_\_\_

Actual Final Contract Price \_\_\_\_\_

(Attach additional information as required)

10.5 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on separate sheet)

Project Name \_\_\_\_\_

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Nature of Work \_\_\_\_\_

Original Contract Completion Time (Days) \_\_\_\_\_

Original Contract Completion Date \_\_\_\_\_

Actual Final Contract Completion Date \_\_\_\_\_

Original Contract Price \_\_\_\_\_

Actual Final Contract Price \_\_\_\_\_

10.6 The following are names as three (3) individuals or corporations for which you have performed work of this nature and to which you list as references, excluding the City of Pompano Beach.

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>CONTACT PERSON</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10.7 Have you personally inspected the proposed work and have you a complete plan for it performance?

10.8 Will you sub-contract any part of this work? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

<u>CLASSIFICATION OF WORK</u>	<u>NAME AND ADDRESS OF SUBCONTRACTOR</u>
_____	_____
_____	_____
_____	_____
_____	_____

(Submit any additional contractors to be used on a separate sheet.)

10.9 The following information shall be provided for this project:

- (a) Estimated total construction manhours \_\_\_\_\_
- (b) Percent manhours to be performed by Contractor's permanent staff \_\_\_\_\_
- (c) Percent manhours to be performed by direct hire employees \_\_\_\_\_
- (d) Percent manhours to be performed by Subcontractors \_\_\_\_\_

**11. Equipment**

11.0 What equipment do you own that is available for the proposed work?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11.1 What equipment will you rent for the proposed work?

\_\_\_\_\_

\_\_\_\_\_

11.2 What equipment will you purchase for the proposed work?

\_\_\_\_\_

\_\_\_\_\_

**12. Conflict Of Interest**

For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (a City employee is also associated with your business), or "no". If yes, give person(s) names and position(s) with your business.

Yes \_\_\_\_\_ Name(s) and Position(s) \_\_\_\_\_

No \_\_\_\_\_

(Note: If answer is "yes", you must file a statement with the supervisor of Elections, pursuant to Florida Statutes 112.313).

**13. If the BIDDER is:**

An Individual

By \_\_\_\_\_ (SEAL)

(Individual's Name)

doing business as

Business address:

Phone No.:

A Partnership

By \_\_\_\_\_ (SEAL)

(Firm Name)

(General Partner)

Business address:

Phone No.:

A Corporation

By

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By

\_\_\_\_\_  
(Name of Person Authorized to sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest

\_\_\_\_\_  
(Secretary)

Business address:

\_\_\_\_\_  
\_\_\_\_\_

Phone No.:

\_\_\_\_\_

A Joint Venture

By

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The name for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

STATEMENT UNDER SECTION 287.087  
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

**TO BE RETURNED WITH BID**

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Florida Statutes, Section 287.087. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that his firm complies with the above requirements.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
CONTRACTOR'S PRINTED NAME

Date: \_\_\_\_\_



IN WITNESS WHEREOF, the said \_\_\_\_\_,  
as Principal herein, has caused these presents to be signed in the name by its \_\_\_\_\_  
\_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal,  
and the said \_\_\_\_\_  
\_\_\_\_\_ as Surety herein, has caused these presents to be signed in its name by  
its \_\_\_\_\_  
under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ (year)

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_

As to Principal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Principal - \_\_\_\_\_

By: \_\_\_\_\_

Surety

By: \_\_\_\_\_

Attorney-in-Fact  
(Power-of-Attorney to be attached)

By: \_\_\_\_\_

Resident Agent

END OF SECTION

**AGREEMENT**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter call OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK**

The project consist of the furnishing of all labor, equipment and materials for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name) \_\_\_\_\_.

**Article 2. ENGINEER**

The Project has been designed by \_\_\_\_\_ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIME**

The Work will be substantially completed within \_\_\_\_\_ days from the date the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within \_\_\_\_\_ days from the date the Contract Time commences to run.

#### **Article 4. LIQUIDATED DAMAGES**

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred and 00/100 dollars (\$200.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred and 00/100 (\$100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

#### **Article 5. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

#### **Article 6. PAYMENT PROCEDURES**

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

6.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the GENERAL CONDITIONS.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said GENERAL CONDITIONS.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### **Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement.
- 8.3 Performance and other Bonds, identified as exhibits Performance and Payment Bond.
- 8.4 Notice of Award.
- 8.5 GENERAL CONDITIONS.
- 8.6 SUPPLEMENTARY CONDITIONS.
- 8.7 Specifications bearing the title (Bid Name \_\_\_\_\_) consisting of (# of sections \_\_\_\_\_) and (\_\_\_\_\_)pages, as listed in table of contents thereof.
- 8.8 Drawings, consisting of a cover sheet and sheets numbered (\_\_\_\_) through (\_\_\_\_) inclusive with each sheet bearing the following general title:  

(Bid Name) \_\_\_\_\_
- 8.9 Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 8.10 Contractor's Bid pages.
- 8.11 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of one (1) page.
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
- 8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.
- 8.14 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8.
- 8.15 The insurance certificate detailing terms and provisions of coverage as required by the bid and approved by the City of Pompano Beach Risk Manager.

The Contract Documents may only be amended, modified or supplemented as provided in the GENERAL CONDITIONS.

**Article 9. MISCELLANEOUS**

9.1 Terms used in this Agreement which are defined in the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**"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

**CONTRACTOR**

\_\_\_\_\_  
(Print name of company)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Witnesses:**

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF                                }  
  }  
  } ss:  
COUNTY OF                            }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me

known to me to be the person described in and who executed the foregoing contract and acknowledged that he executed the same.

Witness my hand and official notarial seal at \_\_\_\_\_  
\_\_\_\_\_ the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





## General Conditions of the Contract

### ARTICLE 1. DEFINITIONS.

- 1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract.
- 1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.02.01 **Owner:** The City of Pompano Beach, Florida, (also referred to as the "City").
- 1.02.02 **Contractor:** The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.
- 1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.
- 1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.
- 1.04 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "Inspector," who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.
- 1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.
- 1.07 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.
- 1.08 **Owner's Representative:** The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)
- 1.09 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.
- 1.10 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.11 **Punch List:** A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).

- 1.12 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.13 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.
- 1.14 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.
- 1.15 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.17 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.18 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.19 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not be considered as written notice.

## **ARTICLE 2. THE WORK.**

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:

- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

**ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.**

- 3.01 The Contractor represents that:
  - 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
  - 3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
  - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
  - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

**ARTICLE 4. INTENT AND INTERPRETATION.**

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
  - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project

Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

- 4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- 4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

**ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT**

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

**ARTICLE 6. TEMPORARY UTILITIES.**

- 6.01 **Water For Execution of the Work:** The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 **Electrical Energy:** The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 **Temporary Sanitary Facilities And Sewers:**

- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

**ARTICLE 7. PROGRESS.**

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).
  - 7.01.01 Such schedule shall be in a form acceptable to the Owner.
  - 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
  - 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
  - 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
  - 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.
  - 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
  - 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
  - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or

- 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

#### **ARTICLE 8. EXPEDITING**

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

#### **ARTICLE 9. COMPLETION**

- 9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.01.01 For a Project with an estimated cost of less than \$10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.01.02 For a Project with an estimated cost of \$10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.
- 9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.
- 9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.
- 9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.
- 9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

#### **ARTICLE 10. CONTRACT PAYMENTS**

- 10.01 Schedule of Values:

- 10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.
- 10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.
- 10.02.01 On or before the 15<sup>th</sup> day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.
- 10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.
- 10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:
- a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
  - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.
- 10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.
- 10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
- 10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.
- 10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

- 10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.
- 10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.
- 10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.
- 10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.
- 10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.
- 10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.
- 10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

#### **ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR**

- 11.01 The Owner may withhold as retainage ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.
- 11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.
- 11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

- 11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.
- 11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.
- 11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 11.04.02 Liquidated Damages as set forth in this Contract;
- 11.04.03 Defective Work unremedied;
- 11.04.04 Punch-List items unremedied;
- 11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 11.04.07 Failure to comply with any and all insurance requirements;
- 11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;
- 11.04.09 Damage to the Owner or another contractor;
- 11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

#### **ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.**

- 12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

#### **ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.**

- 13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

**ARTICLE 14. LICENSES AND PERMITS.**

14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.

14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

**ARTICLE 15. CEASE AND DESIST ORDER.**

15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.

15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

**ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.**

16.01 The Contractor shall perform the Work in accordance with the Contract Documents.

16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.

16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.

16.06 Record Keeping on Site:

16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.

16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.

16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

16.07 Shop Drawings And Other Submittals:

- 16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

**ARTICLE 17. SUBCONTRACTS.**

- 17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.
- 17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
  - 17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
  - 17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
  - 17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
  - 17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.

- 17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.
- 17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

#### **ARTICLE 18. CONTRACTOR'S SUPERINTENDENT**

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
- 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

#### **ARTICLE 19. COOPERATION WITH OTHERS.**

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

**ARTICLE 20. SITE CONDITIONS.**

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

**ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.**

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.

- 21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.
- 21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

**ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.**

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

**ARTICLE 23. ADMINISTRATION OF THE CONTRACT.**

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.

- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

**ARTICLE 24. MATERIALS.**

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

**ARTICLE 25. STORED MATERIALS.**

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
- 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
- 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
- 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
- 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

- 25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:
  - 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
  - 25.02.02 Evidence that proper storage security is provided.
  - 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
  - 25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

**ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.**

- 26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
  - 26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
  - 26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.

- 26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.
- 26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

#### **ARTICLE 27. WARRANTY.**

- 27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.
- 27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.
- 27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

#### **ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.**

- 28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

#### **ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.**

- 29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

**ARTICLE 30. SALVAGE.**

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

**ARTICLE 31. CLAIMS BY THE CONTRACTOR.**

- 31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:
- 31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;
- 31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;
- 31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;
- 31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

**ARTICLE 32. CHANGE ORDERS.**

- 32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.
- 32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:
- 32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- 32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:
- a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,
  - b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.
- 32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.
- 32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.
- 32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.
- 32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

- 32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
  - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.
  - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

**OVERHEAD AND PROFIT:**

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below) and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. **BOND ALLOWANCE**, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.

- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.
- 32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.
- 32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.
- 32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.
- 32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:
  - A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed \$10,000 in the aggregate.
  - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.
  - C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

**ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.**

- 33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

- 33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
- 33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.**

- 34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Safety Precautions and Programs:
- 34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 34.09 Safety of Persons and Property
- 34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;

- b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
  - b. The Contractor shall prominently post and maintain on the jobsite:
    - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
    - 2) OSHA 2203: Provisions of the Act poster.
- 34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
  - b. Holding weekly safety meetings with employees and Subcontractors.
  - c. Implementing OSHA Voluntary Protection Programs.
  - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
  - e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
  - f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
  - g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.
- 34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.
- 34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

- 34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

#### **ARTICLE 35. ROYALTIES AND PATENTS.**

- 35.01 The Contractor shall pay all royalties and license fees.
- 35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.
- 35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

#### **ARTICLE 36. TAXES.**

- 36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

#### **ARTICLE 37. INDEMNITY AND HOLD HARMLESS.**

- 37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person,

party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.

- 37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.
- 37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.
- 37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten (\$10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.
- 37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

**ARTICLE 38. TERMINATION BY THE CONTRACTOR.**

- 38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

**ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.**

- 39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
  - 39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
  - 39.02.02 Preserving and protecting Work in place;
  - 39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
  - 39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

**ARTICLE 40. TERMINATION BY THE OWNER.**

- 40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:
- 40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
  - 40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.

- 40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.
- 40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
  - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
  - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
    1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
    2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
    3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
    4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.
- 40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:
- 40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.
- 40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.
- 40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the

Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

#### **ARTICLE 41. CONTRACTOR'S INSURANCE**

- 41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
- 41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss

or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

- 41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
- 41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

#### **ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND**

- 42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

#### **ARTICLE 43. RIGHT TO AUDIT PROVISIONS**

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.
- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

**ARTICLE 44. LAWS AND REGULATIONS**

- 44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.
- 44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

**ARTICLE 45. DISPUTE RESOLUTION.**

- 45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.
- 45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

**ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.**

- 46.01 The Construction Contract shall be governed by the laws of the State of Florida.
- 46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.
- 46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

**ARTICLE 47. RIGHTS AND REMEDIES.**

- 47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.**

- 48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

**ARTICLE 49. PUBLIC RECORDS.**

- 49.01 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

## **SUPPLEMENTARY CONDITIONS**

### **1. RELEVANT PROJECT EXPERIENCE**

Bidders shall show specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and construction cost. Reference contact information must be furnished for all lighting projects claimed as relevant experience under this requirement including: Project Name and Number, the municipality or government agency for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number, whether or not there were any changes to the contract cost or time, a complete list of warranty items that required attention after the completion of the project.

## **SPECIFICATIONS**

See "Golf Course Parking Light Plans"

## **SECTION 01720**

### **PROJECT RECORD DOCUMENTS**

#### **PART 1 GENERAL**

##### **1.01 THE REQUIREMENT**

A. The CONTRACTOR shall at all times maintain at the site of the project a record copy of:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract.
5. Approved Shop Drawings, Product Data and Samples.
6. Field Test Records.

##### **1.02 RELATED WORK SPECIFIED ELSEWHERE**

- A. All applicable sections of the Specifications.
- B. General conditions.

##### **1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
1. Provide files and racks for storage of documents.
  2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI format.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by CITY'S Representatives.

##### **1.04 MARKING DEVICES**

- A. Provide felt tip marking pens for recording information in the color code designated by PROGRAM MANAGER.

##### **1.05 RECORDING**

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans

and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

- A. The CONTRACTOR shall label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
  - 1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by Field Order or by Change Order.
  - 5. Details not on original Contract Drawings.
  - 6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.
- D. Specifications and Addenda; Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
  - 2. Changes made by field order or by Change Order.

## 1.06 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawing submitted by a contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract.

- A. The CONTRACTOR shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the CONSULTANT will furnish one set of full size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the CONTRACTOR on compact disk or any other electronic means.

Definition: Design drawings or construction drawings, are drawings that are subject to clarifications, but are complete with enough information (plan, sections, dimensions,

details, and notes, ect.) to enable the depicted item's construction or replication without additional information.

- B. At a minimum the project record shall be reviewed on the 20<sup>th</sup> working day of every third month, or more often, as deemed necessary by PROGRAM MANAGER, after the month in which the final Notice-to Proceed is given as well as on completion of WORK. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.
- C. The project record shall be accessible to the CITY at all times during construction period.
- D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the PROGRAM MANAGER the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings . The completed Record drawings shall be delivered to the PROGRAM MANAGER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the PROGRAM MANGER.
- E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.
- F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:
  - 1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
  - 2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the CONTRACTOR's responsibility to note these crossings on a daily basis and insure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.
  - 3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
  - 4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 of the Florida Administrative Code.

**NOTE:** For technical information on AutoCAD and GIS, please refer to the "Electronic As Built Requirements" located on the City Engineering Website.  
[http://pompanobeachfl.gov/pages/department\\_directory/public\\_works/engineering\\_division/engineering\\_division.html.php](http://pompanobeachfl.gov/pages/department_directory/public_works/engineering_division/engineering_division.html.php)

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION -01720



*Handwritten initials/signature*

**CITY OF POMPANO BEACH  
BUDGET ADJUSTMENT**

ORIGINATING DEPT.

Engineering

DATE

3/10/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
07-924 Gen Govt Bldg Repair Con	302	73	02	530	65	12				62,000	
14-250 Parking Lot Golf	302	75	28	530	65	12			62,000		
<b>* USE WHOLE DOLLARS ONLY</b>								<b>TOTAL</b>			

**REASON**

These funds are required for the design for the new Golf parking lot

*Robert McCarty*  
Department Head

3/10/15  
Date

Adjustment is within total budget of **department**  
 Adjustment requires **only City Manager approval**  
 Adjustment requires **City Commission approval**

- Yes  No   
 - Yes  No   
 - Yes  No

Adjustment approved at City Commission Meeting of \_\_\_\_\_

Finance Director	Date	Budget Office	Date	City Manager	Date	AUDITED BY	INPUT BY	CONTROL NO.
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Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget.

Meeting Date: 03/24/15

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    Approval for the purchase electrical supplies from World Electric Supply, out of  
budgeted funds in account 302.7528.530-65.12, per Broward County Contract  
Y1104912B1    (Fiscal impact: \$88,403.77)

**Summary of Purpose and Why:**

The Public Works Department requests approval to purchase electrical supplies from World Electric Supply, per Broward County Contract Y1104912B1. The Broward County contract is valid through September 9, 2015. World Electric Supply, Inc. will provide electrical supplies at the unit prices contracted by Broward County. The total estimated amount for the purchase of supplies for installation in the Golf Course Parking Lot Lighting project is \$88,403.77. City Commission approval of this contract award is requested. World Electric Supply, Inc. is a Local Business Enterprise.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director    954 786-4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$88,403.77, from budgeted funds in account 302.7528.530-65.12

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>3/12/15</u>	<u>APPROVE</u>	<u>Robert A. McCaughan</u>
General Services	<u>3/12/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>3/13/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>3/17/15</u>	<u>Approve</u>	<u>[Signature]</u>

[Signature]  
 City Manager

[Signature]

**ACTION TAKEN BY COMMISSION:**

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

**MEMORANDUM**

Purchasing #15-055  
March 10, 2015

To: Derinis W. Beach, City Manager

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

From: Jeff English, Purchasing Agent *JE*

Subject: Approve piggyback contract for Electrical Supplies per Broward County Contract Y1104912B1

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**Contract Need/Background**

To prevent inordinate markups by contractors, the Public Works Department has chosen to control cost by purchasing electrical supplies for installation in the Golf Course Parking Lot Lighting Project. Operating as the lead agency on behalf of other government agencies, the Broward County awarded Electrical Maintenance and Repair Operations Supplies (MRO) contracts to various responsible bidders. World Electric Supply, Inc. has provided the City of Pompano Beach with discounts meeting the requirements of the Broward County Contract. Broward County Contract Y1104912B1 is valid through September 9, 2015. The total estimated cost of purchased equipment for the project is \$88,403.77.

Attached you will find copies of a memo from the Public Works Department, a quote from World Electric Supply, and the appropriate bid document pages of Broward County Contract Y1104912B1.

**Funding**

The electrical MRO supplies will be funded from the Golf Course Parking Lot Lights, budget account #302.7528.530.65.12/14-250. The total estimated equipment purchase cost is \$88,403.77.

**Award Recommendation**

After review of the Broward County results with the Public Works Department, it is recommended that World Electric Supply, Inc. be awarded a contract for the purchase electrical MRO supplies, at the unit prices specified in Broward County Contract Y1104912B1. World Electric Supply, Inc. is a Local Business Enterprise.

enclosures

cc: file



# ENGINEERING

Alessandra Delfico, PE, CFM, City Engineer

E: alessandra.delfico@copbfl.com | P: 954.786.4144 | F: 954.786.4028

## MEMORANDUM NO. 15- 93

**DATE:** March 9, 2015

**TO:** Jeffery English, Purchasing Agent

**FROM:** Alessandra Delfico PE, City Engineer *AD*

**SUBJECT:** Piggyback contract for Golf Course Parking Lot Lights Project 14250

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Please prepare an agenda item for the City Commission to authorize the proper officials to piggy back off the attached contracts with World Electric Supply for the necessary materials for the Golf Course Lighting project account 302 7528 530 65 12.

Please do not hesitate to contact me if any additional information is needed.

Thank you.



**World Electric  
Supply**

WORLD ELECTRIC SUPPLY, INC  
2151 BLOUNT ROAD  
POMPANO BEACH, FL 33069-5112  
954-979-1960 Fax 954-957-8688

navindra.persad@worldelectricsupply.com

QUOTE TO:  
CITY OF POMPANO BEACH  
PO BOX 1300  
POMPANO BEACH, FL 33061-1300  
954-786-4684

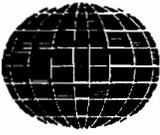
**Quotation**

QUOTE DATE	QUOTE NUMBER
11/19/14	S020610559
PAGE NO	
1 of 2	

SHIP TO:  
CITY OF POMPANO BEACH  
1190 NE 3RD AVE  
POMPANO BEACH, FL 33060-5740  
954-786-4684

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO		
897					
SALESPERSON		SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
NAVINDRA PERSAD		BID	No	01/03/15	
ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
4ea		MISC BID ITEM WPOM POMPANO MGLED 6 4K AS F L A W	892.267	e	3569.07
5ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS W L A W	952.622	e	4763.11
2ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS F L A W	952.622	e	1905.24
24ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS F L A W	952.622	e	22862.93
1ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS F L A W	952.622	e	952.62
1ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS W L A W	952.622	e	952.62
3ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS F L A W	952.622	e	2857.87
3ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS W L A W SSA25XXJ D1 R3 WH 4-SPCL (AB) RFD179284	2932.844	e	8798.53
5ea		MISC BID ITEM WPOM POMPANO MGLED 7 4K AS F L A W SSA25XXJ D1 R3 WH 4-SPCL (AB) RFD179285	2932.844	e	14664.22

\*\*\* Continued on Next Page \*\*\*



**World Electric  
Supply**

WORLD ELECTRIC SUPPLY, INC  
2151 BLOUNT ROAD  
POMPANO BEACH, FL 33069-5112  
954-979-1960 Fax 954-957-8688

navindra.persad@worldelectricsupply.com

QUOTE TO:  
CITY OF POMPANO BEACH  
PO BOX 1300  
POMPANO BEACH, FL 33061-1300  
954-786-4684

SHIP TO:  
CITY OF POMPANO BEACH  
1190 NE 3RD AVE  
POMPANO BEACH, FL 33060-5740  
954-786-4684

**Quotation**

QUOTE DATE	QUOTE NUMBER
11/19/14	S020610559
PAGE NO	
2 of 2	

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO	
897				
SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE	
NAVINDRA PERSAD	BID	No	01/03/15	
ORDER QTY	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
6ea		MISC BID ITEM WPOM POMPANO MG LED 7 4K AS F L A W SSA25XXJ D2 R3 WH 4-SPCL (AB) RFD179286	3885.467 e	23312.80
1ea		MISC BID ITEM WPOM POMPANO MG LED 6 4K AS F L A W SSA25XXJ D2 R3 WH 4-SPCL (AB) RFD179287	3764.756 e	3764.76

**TERMS & CONDITIONS TAXES NOT INCLUDED**

This order is subject to Company Terms and Conditions of Sale, a copy of which can be obtained at [www.worldelectricsupply.com/Customers/creditapplication.pdf](http://www.worldelectricsupply.com/Customers/creditapplication.pdf), which provisions shall govern in the event of any conflict with any Terms or Conditions of Purchaser's proposal, purchase order or other documents. All quotes/bids for Pipe and Wire are good for the date of the bid only. No extension of the pricing of these items is authorized by any employee of World Electric supply without express written consent in the form of an official letter or signed acknowledgement of an Officer of World Electric Supply.

<b>Subtotal</b>	<b>88403.77</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Amount Due</b>	<b>88403.77</b>

**Lead Agency Contact (Contact Unit Mor if Incorrect)**

FOLDER # 1104912 Initial Award Authority / Agenda Item -> 33 Award Amt-> 1,305,230.00 Ellie O'Connell Phone - 954-831-0935

Initial Award Date -> 09/10/13 Award # 33

MA ID # Document Description Current Status -> MA Start Date MA End Date Not to Exceed Amount Ordered Unit eoconnell@broward.org  
 Y1104912B1 Electrical MRO Supplies 09/10/13 09/09/15 \$2,889,960.50 \$1,835,884.92 Y

Vendor #-AddrID-ContactID Legal Name Vendor Contact Name Vendor Contact Email Vendor Ph # Mobile / Pager # Emergency/Pager #  
 2-VC0000115578-AD002-P C002 WORLD ELECTRIC SUPPLY INC STEVE PERSAUD STEVE.PERSAUD@WORLDELECTRICSUPPLY.COM 954-979-1980 954-444-5054

CC #	Commodity	Commodity Specs	Line Type	Qty	Unit( MA Table)	Unit Price	Svc Amt	Amount Ordered	Amount Paid	
1	28599	3M - 35% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$19,708.95	\$10,437.24	
2	28599	AMERICAN POWER CONVERSION (APC) - 20% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$3,482.12	\$3,482.12	
3	28599	ALLEN BRADLEY/ROCKWELL AUTOMATION- 20% DISCOUNT: Allen Bradley/Rockwell Automation Price List	Svc	0		0.0000	\$0.00	\$56,409.66	\$46,093.44	
4	28599	BARNES ELECTRICAL - 19% DISCOUNT: Barnes Electrical Price List	Svc	0		0.0000	\$0.00	\$588,211.77	\$188,350.13	
5	28599	EATON CUTLER HAMMER - 59% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$18,069.19	\$12,971.27	
6	28599	GARDNER BENDER (GB) - 45% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00			
7	28599	GREENLEE TEXTRON - 25% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$1,864.73	\$1,864.73	
8	28599	HOFFMAN - 60% DISCOUNT: Trade Service (Pentair)	Svc	0		0.0000	\$0.00			
9	28599	HONEYWELL - 20% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$24,544.38	\$24,544.38	
10	28599	PANDUIT - 60% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$3,775.22	\$1,808.22	
11	28599	POTTER & BRUMFIELD (P&B) - 50% DISCOUNT: Trade Service (Siemens)	Svc	0		0.0000	\$0.00	\$2,608.48	\$2,608.48	
12	28599	THOMAS & BETTS - 50% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$14,293.67	\$11,949.91	
13	28599	WESTINGHOUSE - 55% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$100,886.33	\$91,617.03	
14	28599	WHEATLAND TUBE - 65% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$7,370.92	\$7,302.74	
15	28599	WIREMOLD - 30% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00	\$3,886.92	\$2,686.60	
16	28599	This contract is approved for P-card use.	Svc	0		0.0000	\$0.01			
17	28599	LITHONIA LIGHTING - 76% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00			
18	28599	TCP LIGHTING - 69% DISCOUNT: TCP A4 Price Sheet	Svc	0		0.0000	\$0.00			
19	28599	PHILLIPS LIGHTING - 88% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00			
20	28599	UNIVERSAL LIGHTING TECHNOLOGY - 88% DISCOUNT: Trade Service	Svc	0		0.0000	\$0.00			
<b>Vendor Total</b>									<b>\$844,672.32</b>	<b>\$385,506.27</b>

Departmental Usage	# of DO's	Amount Ordered	Amount Paid
125 - Public Works - Facilities Maintenance	95	229,572.65	187,343.87
126 - Public Works - Water And Wastewater	55	291,057.31	274,534.61

Renewals				
Ln #	Length	Unit	Starts	Expires
1	1	Years	09/10/14	09/09/15
2	1	Years	09/10/15	09/09/16



FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT

**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

September 10, 2013

**REFERENCE: BID NO. Y1104912B1 - Electrical MRO Supplies**

Dear Mr. Persaud:

This is to confirm that the Board of County Commissioners at its meeting held on September 10, 2013 under Agenda Item No. 33 accepted your Bid/Proposal on the above-referenced solicitation.

A Bid tabulation of all Bids/Proposals received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning September 10, 2013 and ending September 9, 2014. Purchase Order(s) will be placed as and when required.

A copy of this Notice, with a copy of your Bid/Proposal, including all terms and conditions, is being provided to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director  
Purchasing Division

By:  mariwilliams@broward.org  
2013.09.10 12:10:17 -04'00'  
Purchasing Agent III

cc: Doreen Albert, Water and Wastewater Services

Letter 2 (Contracts)  
Rev. 11/30/09

Bid No. Y1104912B1  
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET  
 Agency: Water and Wastewater Services  
 Purchasing Agent: Marie Williams

Date Bid Posted: 2/8/2013  
 Date Bid Opened: 2/20/2013  
 Bid Submittals 8  
 Declinations: 1



**BEST AND FINAL OFFER SUBMITTALS**

Tabulation of Bids			T.I. Electric USA, Inc. 2724 Shawnee Avenue West Palm Beach, FL 33409		W.W. Grainger 2131 S.W. 2 Street Pompano Beach, FL 33069	
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount	Single Fixed Percentage Discount	Amount with Applied Discount
1	3 M	\$33,350				See Vendors Price List
2	ABB	\$435,000				See Vendors Price List
3	Alpha Wire	\$1,450				See Vendors Price List
4	American Power Conversion (APC)	\$33,350				See Vendors Price List
5	Appleton Electric	\$3,625				See Vendors Price List
6	Automatic Timing and Controls (ATC)	\$33,350				See Vendors Price List
7	Allen-Bradley/Rockwell Automation	\$152,250				See Vendors Price List
8	American Insulated	\$5,800				See Vendors Price List
9	Barksdale	\$11,600				See Vendors Price List
10	Barnes Electrical	\$3,050				See Vendors Price List
11	Bridgeport Fittings	\$1,450				See Vendors Price List
12	Carol	\$21,750				See Vendors Price List
13	Cooper Bussmann	\$5,800				See Vendors Price List
14	Cooper Crouse - Hinds	\$232,000				See Vendors Price List
15	Dwyer Instruments	\$50,750				See Vendors Price List
16	Datacom Electronics	\$17,400				See Vendors Price List
17	Eaton Cutler Hammer	\$118,900				See Vendors Price List
18	Emerson Electric	\$159,500				See Vendors Price List
19	Farraz Shawmut/Mersen	\$1,450				See Vendors Price List
20	Gardner Bender (GB)	\$1,450				See Vendors Price List
21	General Electric	\$551,000				See Vendors Price List
22	Greenlee Textron	\$1,450				See Vendors Price List
23	Hoffman	\$18,850				See Vendors Price List
24	Honeywell	\$72,500				See Vendors Price List
25	Hoyt Electrical	\$10,150				See Vendors Price List
26	Ideal Industries	\$29,000		Varied See Allo Product Codes		See Vendors Price List
27	Intermatic	\$21,750				See Vendors Price List
28	Leviton	\$14,500				See Vendors Price List
29	Littelfuse	\$36,250				See Vendors Price List
30	Panduit	\$24,650				See Vendors Price List
31	Potter & Brumfield (P&B)	\$24,650				See Vendors Price List
32	Raco	\$1,450				See Vendors Price List
33	Reliance Controls	\$39,150				See Vendors Price List
34	Robertshaw/Firex Paragon	\$8,700				See Vendors Price List
35	Schneider Electric	\$50,750				See Vendors Price List
36	Square D	\$275,500				See Vendors Price List
37	Steel City Kindorf	\$1,450				See Vendors Price List
38	Superstrut	\$1,450				See Vendors Price List
39	Sylvania/Osram	\$406,000				See Vendors Price List
40	Thomas & Betts	\$101,500				See Vendors Price List
41	Unistrut	\$11,600				See Vendors Price List
42	Westinghouse	\$5,800				See Vendors Price List
43	Wheatland Tube	\$2,900				See Vendors Price List
44	Wiremold	\$5,800	20%	Trade Price Sheet C83		See Vendors Price List
45	Wire, Copper, Various Types	\$246,500				See Vendors Price List
<b>Total:</b>				<b>\$0.00</b>		<b>\$0.00</b>

REJ<sup>1</sup>

REJ<sup>1</sup>

REJ<sup>1</sup> = Rejected, Bidders non-responsive to bid requirements.

REJ<sup>2</sup> = Rejected, Change in specifications.

AWD = Recommendation for Award.

(A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

Bid No. Y1104912B1  
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET  
 Agency: Water and Wastewater Services  
 Purchasing Agent: Marie Williams

BEST AND FINAL OFFER SUBMITTALS

Tabulation of Bids			Miller Bearings, Inc. 4621 Powerline Road Fort Lauderdale, FL. 33309			Florida Bearings, A Division of Raman Industrial Technologies Corp. 150 S. Pine Island Road Suite 260 Plantation, FL. 33324			Mayer Electric Supply Company, Inc. 6101 E. Adamo Tampa, FL. 33619		
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount	
1	3 M	\$33,350							32%	\$22,678.00	
2	ABB	\$435,000	49%	\$221,850.00	REJ <sup>2</sup>	41%	\$256,650.00	REJ <sup>2</sup>	35%	\$282,750.00	REJ <sup>2</sup>
3	Alpha Wire	\$1,450							55%	\$652.50	AWD
4	American Power Conversion (APC)	\$33,350							20%	\$26,680.00	
5	Appleton Electric	\$3,625							41%	\$2,138.75	AWD
6	Automatic Timing and Controls (ATC)	\$33,350							23%	\$25,679.50	AWD
7	Allen-Bradley/Rockwell Automation	\$152,250							19%	\$123,322.50	
8	American Insulated	\$5,800							60%	\$2,320.00	AWD
9	Barksdale	\$11,600							25%	\$8,700.00	AWD
10	Barnes Electrical	\$3,050							18%	\$2,501.00	
11	Bridgeport Fittings	\$1,450							70%	\$435.00	AWD
12	Carol	\$21,750							55%	\$9,787.50	AWD
13	Cooper Bussmann	\$5,800							68%	\$1,856.00	AWD
14	Cooper Crouse - Hinds	\$232,000							40%	\$139,200.00	AWD
15	Dwyer Instruments	\$50,750							25%	\$38,062.50	AWD
16	Datacom Electronics	\$17,400							27%	\$12,702.00	AWD
17	Eaton Cutler Hammer	\$118,900							59%	\$48,749.00	
18	Emerson Electric	\$159,500							50%	\$79,750.00	AWD
19	Ferraz Shawmut/Mersen	\$1,450							68%	\$464.00	AWD
20	Gardner Bender (GB)	\$1,450							26%	\$1,073.00	
21	General Electric	\$551,000							60%	\$220,400.00	AWD
22	Greenlee Textron	\$1,450							25%	\$1,087.50	
23	Hoffman	\$18,850							40%	\$11,310.00	
24	Honeywell	\$72,500							15%	\$61,625.00	
25	Hoyt Electrical	\$10,150							25%	\$7,612.50	AWD
26	Ideal Industries	\$29,000							40%	\$17,400.00	AWD
27	Intermatic	\$21,750							41%	\$12,832.50	AWD
28	Leviton	\$14,500							53%	\$6,815.00	AWD
29	Littlefuse	\$36,250							68%	\$11,600.00	AWD
30	Panduit	\$24,650							45%	\$13,557.50	
31	Potter & Brumfield (P&B)	\$24,650							25%	\$18,487.50	
32	Raco	\$1,450							68%	\$464.00	AWD
33	Reliance Controls	\$39,150							30%	\$27,405.00	AWD
34	Robertshaw/Firex Paragon	\$8,700							30%	\$6,090.00	AWD
35	Schneider Electric	\$50,750							40%	\$30,450.00	AWD
36	Square D	\$275,500							50%	\$137,750.00	AWD
37	Steel City Kindorf	\$1,450							73%	\$391.50	AWD
38	Superstrut	\$1,450							60%	\$580.00	AWD
39	Sylvania/Osram	\$406,000							86%	\$56,840.00	AWD
40	Thomas & Betts	\$101,500							50%	\$50,750.00	(A)
41	Unistrut	\$11,600							70%	\$3,480.00	AWD
42	Westinghouse	\$5,800							50%	\$2,900.00	
43	Wheatland Tube	\$2,900							63%	\$1,073.00	
44	Wiremold	\$5,800							25%	\$4,350.00	
45	Wire, Copper, Various Types	\$246,500							70%	\$73,950.00	AWD
<b>Total:</b>				<b>\$221,850.00</b>			<b>\$256,650.00</b>			<b>\$1,608,702.25</b>	<b>(A)</b>

REJ<sup>2</sup>

REJ<sup>2</sup>

Best and Final Total	<b>\$935,808.25</b> <b>AWD</b>
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REJ<sup>1</sup> = Rejected, Bidders non-responsive to bid requirements.

REJ<sup>2</sup> = Rejected, Change in specifications.

AWD = Recommendation for Award.

(A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

Bid No. Y1104912B1  
 ELECTRICAL MRO SUPPLIES/NON-SHELTERED MARKET  
 Agency: Water and Wastewater Services  
 Purchasing Agent: Marie Williams

**BEST AND FINAL OFFER SUBMITTALS**

Tabulation of Bids		Graybar Electric Company, Inc. 1255 N.W. 21 Street Pompano Beach, FL 33069				World Electric Supply, Inc. 2151 Blount Road Pompano Beach, FL 33069			Mercedes Electric Supply, Inc. 8550 N.W. South River Drive Miami, FL 33166		
Item	Commodity Code: #28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount		Single Fixed Percentage Discount	Amount with Applied Discount	
1	3 M	\$33,350	31%	\$23,011.50	(A)	35%	\$21,677.50	AWD	20%	\$26,680.00	
2	ABB	\$435,000				35%	\$282,750.00	REJ <sup>2</sup>	5%	\$413,250.00	REJ <sup>2</sup>
3	Alpha Wire	\$1,450	10%	\$1,305.00		20%	\$1,160.00		10%	\$1,305.00	
4	American Power Conversion (APC)	\$33,350	39.5%	\$20,176.75	(A)	20%	\$26,680.00	AWD	10%	\$30,015.00	
5	Appleton Electric	\$3,625	10%	\$3,262.50	(A)	20%	\$2,900.00		15%	\$3,081.25	
6	Automatic Timing and Controls (ATC)	\$33,350	10%	\$30,015.00		20%	\$26,680.00		5%	\$31,682.50	
7	Allen-Bradley/Rockwell Automation	\$152,250				20%	\$121,800.00	AWD	2%	\$149,205.00	
8	American Insulated	\$5,800	27%	\$4,234.00		30%	\$4,060.00		10%	\$5,220.00	
9	Barksdale	\$11,600	0%	\$11,600.00		15%	\$9,860.00		5%	\$11,020.00	
10	Barnes Electrical	\$3,050	0%	\$3,050.00		19%	\$2,470.50	AWD	5%	\$2,897.50	
11	Bridgeport Fittings	\$1,450	68%	\$464.00		50%	\$725.00		10%	\$1,305.00	
12	Carol	\$21,750	10%	\$19,575.00		45%	\$11,962.50		10%	\$19,575.00	
13	Cooper Bussmann	\$5,800	61%	\$2,262.00		30%	\$4,060.00		10%	\$5,220.00	
14	Cooper Crouse - Hinds	\$232,000	32%	\$157,760.00		30%	\$162,400.00		5%	\$220,400.00	
15	Dwyer Instruments	\$50,750	0%	\$50,750.00		20%	\$40,600.00		5%	\$48,212.50	
16	Datacom Electronics	\$17,400				20%	\$13,920.00		5%	\$16,530.00	
17	Eaton Cutler Hammer	\$118,900				59%	\$48,749.00	AWD	5%	\$112,955.00	
18	Emerson Electric	\$159,500	0%	\$159,500.00		20%	\$127,600.00		5%	\$151,525.00	
19	Ferraz Shawmut/Mersen	\$1,450	61%	\$565.50	(A)	60%	\$580.00		10%	\$1,305.00	
20	Gardner Bender (GB)	\$1,450	25%	\$1,087.50	(A)	45%	\$797.50	AWD	10%	\$1,305.00	
21	General Electric	\$551,000	10%	\$495,900.00		52%	\$264,480.00		5%	\$523,450.00	
22	Greenlee Textron	\$1,450	28%	\$1,044.00		25%	\$1,087.50	AWD	10%	\$1,305.00	
23	Hoffman	\$18,850	41%	\$11,121.50	(A)	60%	\$7,540.00	AWD	15%	\$16,022.50	
24	Honeywell	\$72,500	0%	\$72,500.00		20%	\$58,000.00	AWD	5%	\$68,875.00	
25	Hoyt Electrical	\$10,150	25%	\$7,612.50	(A)	20%	\$8,120.00		5%	\$9,642.50	
26	Ideal Industries	\$29,000	36%	\$18,560.00		35%	\$18,850.00		10%	\$26,100.00	
27	Intermatic	\$21,750	46%	\$11,745.00		35%	\$14,137.50		10%	\$19,575.00	
28	Leviton	\$14,500	46%	\$7,830.00		25%	\$10,875.00		5%	\$13,775.00	
29	Littelfuse	\$36,250	61%	\$14,137.50	(A)	60%	\$14,500.00		12%	\$31,900.00	
30	Panduit	\$24,650	31%	\$17,008.50	(A)	60%	\$9,860.00	AWD	5%	\$23,417.50	
31	Potter & Brumfield (P&B)	\$24,650	21%	\$19,473.50	(A)	50%	\$12,325.00	AWD	5%	\$23,417.50	
32	Raco	\$1,450	71%	\$420.50	(A)	50%	\$725.00		5%	\$1,377.50	
33	Reliance Controls	\$39,150				20%	\$31,320.00		5%	\$37,192.50	(A)
34	Robertshaw/Firex Paragon	\$8,700	0%	\$8,700.00		20%	\$6,960.00		5%	\$8,265.00	
35	Schneider Electric	\$50,750	36%	\$32,480.00		25%	\$38,062.50		17%	\$42,122.50	
36	Square D	\$275,500	52%	\$132,240.00		20%	\$220,400.00		17%	\$228,665.00	
37	Steel City Kindorf	\$1,450	31%	\$1,000.50	(A)	50%	\$725.00		10%	\$1,305.00	
38	Superstrut	\$1,450	31%	\$1,000.50	(A)	50%	\$725.00		10%	\$1,305.00	
39	Sylvania/Osram	\$406,000	60%	\$162,400.00		72%	\$113,680.00	(A)	15%	\$345,100.00	
40	Thomas & Betts	\$101,500	31%	\$70,035.00		50%	\$50,750.00	AWD	10%	\$91,350.00	
41	Unistrut	\$11,600	30%	\$8,120.00		50%	\$5,800.00		10%	\$10,440.00	
42	Westinghouse	\$5,800	0%	\$5,800.00		55%	\$2,610.00	AWD	5%	\$5,510.00	
43	Wheatland Tube	\$2,900	36%	\$1,856.00		65%	\$1,015.00	AWD	10%	\$2,610.00	
44	Wiremold	\$5,800	30%	\$4,060.00		30%	\$4,060.00	AWD	10%	\$5,220.00	
45	Wire, Copper, Various Types	\$246,500	27%	\$179,945.00		68%	\$78,880.00		15%	\$209,525.00	
<b>Total:</b>				<b>\$1,773,608.75</b>	<b>(A)</b>		<b>\$1,886,919.50</b>	<b>(A)</b>		<b>\$3,000,156.25</b>	<b>(A)</b>

REJ<sup>1</sup>

Best and Final Total	\$369,422.00
AWD	

REJ<sup>1</sup> = Rejected, Bidders non-responsive to bid requirements.  
 REJ<sup>2</sup> = Rejected, Change in specifications.  
 AWD = Recommendation for Award.  
 (A) Correction in Additions / Extensions for bid tabulation purposes

Prepared By: Marie Williams

**SUBMIT BID TO:**



Broward County Purchasing Division  
 115 S. Andrews Avenue, Room 212  
 Fort Lauderdale, Florida 33301-1801  
 954-357-6066

BOARD OF COUNTY COMMISSIONERS  
 BROWARD COUNTY, FLORIDA

**INVITATION FOR BID**

Bidder Acknowledgment

**— GENERAL CONDITIONS —**

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID**

**SEALED BIDS:** This form must be executed and submitted with all bid sheets and should be in a sealed envelope. (PLEASE INCLUDE ONE ORIGINAL SIGNED BID DOCUMENT IN BLUE INK AND ONE PHOTOCOPY OF SIGNED BID DOCUMENT PER ENVELOPE). The face of the envelope should contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** A. Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. The ink should be blue ink. All corrections made by bidder to their bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. B. No award will be made to a bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By signing and submitting this bid, bidder attests that it is not delinquent in payment of any taxes, fees, fines, contractual debts, judgments or any other debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the bidder's statement is discovered to be false, bidder will be subject to debarment and the County may terminate any contract it has with bidder. C. Bidder certifies by signing the bid that no principals or corporate officers of the firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents. D. By signing this bid, bidder attests that any and all statements, oral, written or otherwise, made in support of this bid, are accurate, true and correct. Bidder acknowledges that inaccurate, untruthful, or incorrect statements made in support of this bid may be used by the County as a basis for rejection of this bid, rescission of the award, or termination of the contract. Bidder acknowledges that the termination of the contract because of a determination of an inaccurate, untruthful, or incorrect statement made in support of this bid may also serve as the basis for debarment of bidder pursuant to Section 21-119 of the Broward County Administrative Code.
- BID WITHDRAWAL:** No Vendor may withdraw their bid before the expiration of one hundred and twenty (120) days from the date of the bid opening. Any bid submitted which alters the one hundred and twenty (120) day requirement shall be deemed non-responsive.

(Continued on Page 2)

BIDS WILL BE OPENED 2:00 p.m. February 20, 2013 and may not be withdrawn within 120 calendar days after such date and time.

BID TITLE  
 ELECTRICAL MRO SUPPLIES  
 (NON-SHELTERED MARKET)

BID NO. Y1104912B1

PURCHASING AGENT NAME & TELEPHONE NUMBER  
 MARIE WILLIAMS (954) 357-5856

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$

REASON FOR NO BID

DUN & BRADSTREET NUMBER

BIDDER NAME *World Electric*

BIDDER MAILING ADDRESS/CITY/STATE/ZIP  
 2151 Blount Rd Pompano 33069

AREA CODE TELEPHONE NO.  
 954-979-1960

CONTACT PERSON  
 STEVE PERSAUD

FAX NO.  
 954-957-8688

BIDDERS E-MAIL ADDRESS

*Steve Persaud* 2/20/13

\*AUTHORIZED SIGNATURE  
 (submit original in blue ink)

DATE

*STEVE PERSAUD*

*Alm Page*

PRINT NAME

TITLE

\*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 6 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

3. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that their bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request. Bid results will be posted on the Broward County web site at: [www.broward.org/purchasing/results](http://www.broward.org/purchasing/results).
4. **ADDENDA TO BID:** Broward County reserves the right to amend this Invitation For Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
5. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
  - (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
  - (b) **F.O.B. —** as specified in Special Instructions to bidder.
  - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
  - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or 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.
  - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
  - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
  - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
6. **OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
7. **CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Director of Purchasing may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.
 

*In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.*
8. **FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
9. **AWARDS:** If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.
10. **PAYMENT:** Payment for all goods and services shall be made in a timely manner and in accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act and the Broward County Prompt Payment Ordinance (No. 89-49)

as amended. All applications for Payment shall be submitted to Broward County Accounting Division. Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.

11. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made no later than next succeeding business day. Delivery time may be considered in determining award.
12. **TERMINATION:**
- (a) **AVAILABILITY OF FUNDS:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this Contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes. The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
- (b) **NON PERFORMANCE:** The Contract may be terminated for cause by the Awarding Authority for the County if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this Bid, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this Bid, or multiple breach of the provisions of this Bid notwithstanding whether any such breach was previously waived or cured.
- (c) **TERMINATION FOR CONVENIENCE:** The Awarding Authority may terminate the Contract for convenience upon no less than thirty (30) days written notice. In the event the Contract is terminated for convenience, Bidder shall be paid for any goods properly delivered and services properly performed to the date the Contract is terminated; however, upon being notified of County's election to terminate, Bidder shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the Contract. In no event will payment be made for lost or future profits. Bidder acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by County, the adequacy of which is hereby acknowledged by Bidder, is given as specific consideration to Bidder for the County's right to terminate this Contract.
13. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of

the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

14. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.
- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosivity, and reactivity;
  2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
15. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with the bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that the bidder will furnish goods identical to bid standard.

16. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of seven (7) business days prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of Purchasing.
17. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at their expense and redelivered at their expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at their expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
18. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
19. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in their letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
20. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
21. **INDEMNIFICATION:** BIDDER shall at all times hereafter indemnify, hold harmless and, defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, BIDDER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, BIDDER shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due BIDDER under this Agreement may

be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

22. **NOTICE:** Written notice provided pursuant to this Contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, FL 33301-1801

Bidder shall identify in the Bid a designated person and address to whom notice shall be sent when required by the Contract.

23. **JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** The Contract 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 the Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this Contract, Bidder and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract.
24. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
25. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Director of Purchasing. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Director of Purchasing or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Director of Purchasing or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Director of Purchasing or the Board of County Commissioners reserves the right to

consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify the County immediately of notice of any citations or violations which they may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to them.

27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

28. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
29. **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the bid or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.
  - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the bid opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website.

- (c) Any actual or prospective bidder or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section a business day is defined as Monday through Friday between 8:30am and 5:00pm. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the vendor's right to protest.
- (e) As a condition of initiating any bid protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract bid amount submitted by the protestor. If no contract bid amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$ 500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

30. **PUBLIC ENTITY CRIMES ACT:** Bidder represents that its response to this invitation for bid will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Bidder represents that its response to this Invitation For Bid is not a violation of Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the "discriminatory vendor list" i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

31. **RECYCLED CONTENT INFORMATION:** In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.
32. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the bidder as a result of this bid.
33. **PUBLIC RECORDS:** Any material submitted in response to this Invitation For Bid will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
34. **AUDIT RIGHT AND RETENTION OF RECORDS:** County shall have the right to audit the books, records, and accounts of contractor that are related to this project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the project.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to contractor's records, contractor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Website at: [www.broward.org/purchasing](http://www.broward.org/purchasing).

35. **OWNERSHIP OF DOCUMENTS:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of COUNTY, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, COUNTY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

36. **STATE OF FLORIDA DIVISION OF CORPORATIONS REQUIREMENTS:** It is the vendor's responsibility to comply with all state and local business requirements. All vendors located within Broward County and/or providing a service within the County must have a current Broward County Local Business Tax Receipt (formerly known as an Occupational License Tax). All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact Broward County Records, Taxes and Treasury Division and the Florida Department of State, Division of Corporations.

The County will review the vendor's business status based on the information provided in response to this solicitation. If the vendor is an out-of-state or foreign corporation or partnership, the vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the vendor must remain in good standing throughout the contractual period of performance.



Finance and Administration Services Department

**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | [broward.org/Purchasing](http://broward.org/Purchasing)  
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

## ATTENTION

Dear Broward County Vendor:

Please take note of the response submittal requirements outlined in this solicitation. Read and follow the instructions carefully, as any misinterpretation or failure to comply may result in rejection of your submittal.

Broward County registered vendors are notified of any issuance of a solicitation and related addendum electronically only under the circumstances that vendor is registered with Broward County under the applicable commodity codes at the time the original solicitation is issued.

However, the electronic notification provided is a courtesy service to our vendors. Broward County does not guarantee the receipt of electronic notification for any or all issued solicitations, addenda or related documents. It is solely the vendor's responsibility to routinely check the Purchasing Division's website at [www.broward.org/purchasing](http://www.broward.org/purchasing) and select the "Current Solicitation" section to view and ensure receipt of solicitation and related documents prior to submitting a response. Broward County neither accepts nor assumes responsibility for electronic notification under all circumstances.

The Purchasing website also includes a "How to Do Business with Broward County - A Vendor's Guide" for vendors who may have questions about Broward County's procurement process. If questions remain unanswered after reviewing the vendor's guide, contact the purchasing agent listed on the solicitation.

The staff of the Broward County Purchasing Division strives to provide service that is "Our Best. Nothing Less."

We thank you for your interest in doing business with Broward County, and look forward to a successful procurement process.

Sincerely,

A handwritten signature in black ink that reads "Brenda J. Billingsley". The signature is written in a cursive, flowing style.

Brenda J. Billingsley, Director  
Broward County Purchasing Division

**PURCHASING DIVISION  
BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA**

**Bid Submittal Summary Sheet for Public Reading**

The purpose of this page is to facilitate the efficient and accurate reading of your bid submittal at the Bid Opening. Your cooperation is appreciated in completing the following information and ensuring that it is placed as the first page of your bid submittal. The information on this page does not take the place of the bid documents or the bid sheet. In the event that there is a discrepancy between the information on this page and the information in the bid sheet, the information on the bid sheet will prevail.

Bid Number: Y1104912B1

Bid Title: Electrical MRO Supplies

Name of Company: \_\_\_\_\_

World Electric Supply

Total Bid Price: \_\_\_\_\_

1,958,070.50

**DOCUMENT CHECKLIST:**

The following items may be required to determine Bid responsiveness. Please ensure that all applicable items are completed and submitted with your Bid. Failure to meet the applicable requirements may render your Bid non-responsive. Additional information for these items can be found throughout this Bid document.

**A. Bid/Addendum**

- The Invitation for Bid must be signed in ink.
- If a **MUST** Addendum is required, it must be acknowledged on the Bid sheet or returned with your Bid.
- If a revised Bid sheet is required, it must be returned with the Addendum.

**ADDITIONAL ITEMS:**

The following documents should be submitted with your bid, but no later than five (5) business days from request of the purchasing agent.

**A. Supplements/Attachments**

- Copy of Broward County Local Business Tax Receipt (For Broward County Vendors)
- The Non-Collusion Statement
- The Vendor Questionnaire
- VENDOR'S LIST (Non-Certified Sub-contractors/Suppliers)
- Drug Free Workplace Certification – Attachment "B"
- Certificate of Insurance, per sample attached - Attachment "F"
- Litigation History Form – Attachment "D"
- Scrutinized Companies Certification Form - Attachment "C"
- Domestic Partnership Certification - Attachment "E"
- The Florida Department of State Certificate of Proof of application (see: [www.sunbiz.org](http://www.sunbiz.org))

\* All original Bids must be received in the Purchasing Division no later than 2:00 p.m. on the opening date specified. Late Bids will not be accepted. Please allow additional time for traffic and parking. This Checklist is for informational purposes only, it is not necessary to return.

**PURCHASING DIVISION  
BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA**

**SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)**

**Electrical MRO Supplies  
(NON-SHELTERED MARKET)**

**SUBMISSION OF SEALED BIDS:** The Invitation for Bid form must be executed and submitted with all bid sheets and should be in a sealed envelope. The original should be signed in blue ink. Both the original bid and one (1) photocopy of your bid should be included in a single envelope. Bid submittals should not be professionally bound using metal fasteners except for stapling. The Bidder is responsible for retaining a copy of all submittals for their own records. The face of the envelope should contain the company name, address, date and time of bid opening, bid number and bid title. Bids not submitted on bid sheets may be rejected. Bidder should not submit bids on their own form or any other form other than Broward County Bid Sheet. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

1. **SCOPE:**

Bids are hereby invited on an open-end basis for **Electrical MRO (Maintenance, Repair and Operational) Supplies for Water and Wastewater Services** and various other Broward County agencies that may have need of these services and products.

The initial contract period shall start on date of award and shall terminate one (1) year from that date. The Contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal periods of the contract.

**There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.**

The Director of Purchasing may renew this contract for two (2) one-year renewal periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent sixty (60) calendar days in advance of expiration date of this contract.

**No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract.** Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

**2. SPECIFICATIONS AND REQUIREMENTS:**

The specifications, requirements and services to be provided are stated in Attachment "A" attached hereto and made a part hereof.

**3. CONTINGENCY FEES:**

By submission of this offer, contractor certifies that no contingency fees (sometimes known as a finder's fee) has been paid to any person or organization other than a bona-fide employee working solely for the vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the contractor.

**4. FURTHER INFORMATION:**

Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should contact Marie Williams of the Purchasing Division, **preferably by email at [mariwilliams@broward.org](mailto:mariwilliams@broward.org)** or at (954) 357-5856.

**OR**

Bidders requiring technical clarifications should contact Doreen Albert of Water and Wastewater Services at (954) 831-3245 or by email at [dalbert@broward.org](mailto:dalbert@broward.org). **No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of the Purchasing Division.**

**5. SECURITY REQUIREMENTS:****A. Port Everglades -**

The Department of Port Everglades requires persons to present, at port entry, a valid driver's license and valid reason for wishing to be granted port access in order to obtain a temporary/visitor ID badge. For persons who will visit the Port more than 5 times in a 90 day period, a permanent identification badge must be obtained and paid for by the contractor for all employees, subcontractors, agents and servants visiting or working on the port project. A restricted access badge application process will include fingerprints and a comprehensive background check. Badges must be renewed annually and the fees paid pursuant to Broward County Administrative Code, Section 42.6. For further information, please call (954) 765-4604.

All vehicles that are used regularly on the dock apron must have a Dockside Parking Permit. Only a limited number of permits will be issued per business entity. The fee is \$100.00 per permit/vehicle. Individuals requesting a permit must possess a valid Port-issued Restricted Access Area badge with a "Dock" destination. Requests for Dockside Parking Permits must be submitted in writing, on company letterhead, to the ID Badge Office. Applicants must demonstrate a need for access to the dock apron. Requests shall be investigated, and approved, if appropriate justification is provided. Supporting documentation must be supplied, if requested. Dock permits are not transferable and must be affixed to the lower left corner of the permitted vehicle's windshield. Should the permit holder wish to transfer the permit to another vehicle during the term of issuance, the permit will be removed and exchanged at no charge for a new permit. Only one business entity representative will be permitted on the dock at a time at the vessel location.

The Federal Government has instituted requirements for a Transportation Worker Identification Credential (TWIC) for all personnel requiring unescorted access to designated secure areas within Port Everglades. The contractor will be responsible for complying with the applicable TWIC requirements. For further information, please call 1-800-347-8942, or go on line to <http://twicinformation.tsa.dhs.gov>.

**B. Airport Security Program and Aviation Regulations -**

Contractor agrees to observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including without limitation, all regulations of the United States Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration, and the Contractor agrees to comply with the County's Airport Security Program and the Air Operations area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by the County, and to take such steps as may be necessary or directed by the County to insure that subleases, employees, invitees and guests observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable Federal Regulations. If as a result of the acts or omissions of Contractor, its subleases, employees, invitees or guests, the County incurs any fines and/or penalties imposed by any governmental agency, including without limitation, the United States Department of Transportation, the Federal Aviation Administration or the Transportation Security Administration, or any expense in enforcing any federal regulations, including without limitation, airport security regulations, or the rules or regulations of the County, and/or any expense in enforcing the County's Airport Security Program, then Contractor agrees to pay and/or reimburse the County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Contractor further agrees to rectify any security deficiency or other deficiency as may be determined as such by the County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency. In the event Contractor fails to remedy any such deficiency, the County may do so at the cost and expense of Contractor. The County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Operation of Vehicles on the AOA: Before the Contractor shall permit any employee of Contractor or any subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), the Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Contractor or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(b) Consent to Search/Inspection: The Contractor agrees that its vehicles, cargo, goods and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. The Contractor further agrees on behalf of itself and its subcontractor that it shall not authorize any employee or other person to enter the AOA unless and until such employee other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. Contractor acknowledges and understands that the forgoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Contractor agrees that persons not executing such consent-to-search/inspection form shall not be employed by the Contractor or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by the Contractor or by any subcontractors.

(c) The provisions hereof shall survive the expiration or any other termination of this Agreement.

6. **SPECIAL NOTICE:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), bidders are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

7. **SITE VISIT AND/OR PRE-BID CONFERENCE:** Not applicable for this bid.

8. **DELIVERY AND ACCEPTANCE:**

- A. All prices bid must be FOB destination, freight included, to various locations as indicated by Purchase Order.
- B. Delivery is desired within ten (10) calendar days after receipt of a purchase order. Vendor who cannot meet these requirements may be considered non-responsive.
- C. Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state on the Bid Sheet (if applicable) the number of calendar days required to make delivery and/or installation after issuance of purchase order or request for services.
- D. Goods required for daily consumption, or where the delivery is an emergency, a replacement, or overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day.

9. **PRODUCT LITERATURE AND CATALOGUES:**

For items bid that are not in Trade Service, the bidder should provide two (2) copies of the most current Manufacturer's Published Price List as part of the solicitation package on a CD, in a spreadsheet format or, as an alternative, provide an internet web link. In the event that a CD or internet web link is not available, a printed copy of Price List may be submitted. The Price List must clearly indicate:

- 1. The Catalog or Published Price List Number
- 2. The Effective Date
- 3. The Column Pricing Quoted

Failure to provide the Price List within five (5) business days of request by the County may result in your bid being deemed non-responsive.

10. **INSURANCE REQUIREMENTS:(SAMPLE INSURANCE CERTIFICATE ATTACHED) (Attachment "F")**

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division upon a material change in scope at any time during the term of the contract or at time of contract renewal upon mutual agreement of the parties. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder should provide proper insurance, or a notarized letter of verification by the bidder's insurance provider which states the ability of the vendor in obtaining the required insurance, to the Purchasing Division **within five (5) business days** after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the COUNTY (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth in this Section.

- 10.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(ies) must include:
- 10.1.1 Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000) each accident.
  - 10.1.2 Notice of Cancellation and/or Restriction – The policy(ies) must be endorsed to provide Broward County with **thirty (30) days** notice of cancellation and/or restriction.
  - 10.1.3 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
- 10.2 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- 10.2.1 Comprehensive Form.
  - 10.2.2 Owned Vehicles.
  - 10.2.3 Hired Vehicles.
  - 10.2.4 Non-Owned Vehicles.
  - 10.2.5 Any auto, if applicable.
  - 10.2.6 Notice of Cancellation and/or Restriction – The policy(ies) must be endorsed to provide Broward County with **thirty (30) days** notice of cancellation and/or restrictions.
- 10.3 The CONTRACTOR shall be required to provide to the COUNTY Certificates of Insurance evidencing the insurance coverage specified in 10.1 and 10.2 above. The Contractor should provide these Certificates **within five (5) business days** after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- 10.4 Certificates of insurance shall be provided as specified in sub-section 10.3 above unless any of these coverages are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of Risk Management and approved by the Director of Purchasing. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

11. **WARRANTY:**

The successful bidder and manufacturer shall guarantee their product to be free of defects and workmanship for a period of one (1) year from date material is received and accepted by the County. At the time of delivery, the Contractor shall notify the User of such warranties or guarantees and the terms contained therein for items delivered. Any defective material found during the warranty period shall be replaced by the contractor at no additional cost to the County.

**12. LOCAL BUSINESS TAX RECEIPT REQUIREMENTS:**

All vendors maintaining a business address within Broward County must have and provide a copy of a current Broward County Local Business Tax Receipt prior to contract award. The Contractor should provide a copy of its Local Business Tax Receipt within five (5) business days after request by the Purchasing Agent but prior to award by the Director of Purchasing or recommendation of award to the Board of County Commissioners, whichever is applicable. Failure to do so may result in your bid being deemed non-responsive.

Local Business Tax Receipts will be required pursuant to Chapter 205.065, Florida Statutes. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

**13. CONTRACTOR RESPONSIBILITIES:**

13.1 The CONTRACTOR will be responsible for the provision and performance of all equipment, materials, services, etc. offered in his or her Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

13.2 The Contract Administrator will document the contractor's performance by completing a Vendor Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at <http://www.broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf> and will be completed by the Contract Administrator based upon the following factors:

- i. For Master (open-end) Agreements and other continuing contracts by each using agency whose cumulative annual usage of the agreement exceeds \$50,000, prior to any renewal, termination and upon the agreement expiration.
- ii. The Contract Administrator may also initiate an interim evaluation at any time during the term for any contract.

**14. SUBCONTRACTING:**

The CONTRACTOR shall submit a listing of all non-certified subcontractors, if any, and the portion of the Project they will perform (VENDORS LIST) within five (5) business days of request by County and prior to award. This list shall be kept up-to-date for the duration of the project and shall include major material suppliers to the Prime that provide construction material for construction contracts or commodities for service contracts in excess of \$50,000 to the CONTRACTOR. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

**15. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT:**

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

CONTRACTOR decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2) in performing any services pursuant to this Agreement.

**16. CONE OF SILENCE ORDINANCE:**

16.1 The County's Cone of Silence Ordinance prohibits certain communications among vendors, county staff, selection committee members, Commissioners and their staff. Any violations of this ordinance by any members of the responding firm or its joint venture(s) may be reported to the County's Office of Professional Standards.

For Invitations for Bids the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners upon bid opening for the solicitation.

Pursuant to Section 1-266, Broward County Code of Ordinances, as amended, the Cone of Silence Ordinance provides that after the advertisement of the bid solicitation, potential vendors and their representatives are substantially restricted from communicating regarding the Bid with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this bid process. The Cone of Silence Ordinance further provides that after the bid opening for this solicitation, potential vendors and their representatives are substantially restricted from communicating regarding this Bid with the County Commissioners and their staff.

16.2 This County's Ordinance prohibits certain communications among vendors, county staff, and selection committee members. Any violations of this ordinance by any members of the responding firm or its joint venturers may be reported to the County's Office of Professional Standards.

16.3 The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

**17. DOMESTIC PARTNERSHIP ORDINANCE: (Attachment "E")**

"Domestic Partnership Act – Ordinance No. 2011–26

Effective November 15, 2011, the Domestic Partnership Act – Ordinance No. 2011–26 has been amended to require all Contractors contracting with Broward County in an amount over \$100,000 provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance. See attachment titled "Domestic Partnership Certification" which should be completed and submitted at the time of bid submittal, but must be provided within five (5) business days after County's request.

**18. OFFICE OF ECONOMIC AND SMALL BUSINESS REQUIREMENTS:**

The Broward County Business Enterprise Program (CBE Program) shall not apply to this contract. There is no CBE participation goal assigned to this contract. Although no CBE goal has been established for this contract, the County encourages contractors to give full consideration to the use of CBE firms to perform work under the contract.

**19. BASIS OF AWARD:**

It is the intent of the County to award this contract on a per-item basis, whereby award will be by item to the lowest responsive, responsible bidder offering the highest percentage discount resulting in the **lowest total** per item. However, as the best interest of the County may require, the right is reserved to make award(s) by individual commodities, group of commodities, all or none or any combination thereof.

**20. PREFERENCES:**

No contractor shall receive more than one county-authorized preference for the same procurement. If a contractor is eligible for more than one County-authorized bid preference for a particular procurement, the contractor shall be eligible to receive only the bid preference that is most favorable to the contractor. If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the County's Local Vendor Ordinance and Procurement Code will not be applied in the procurement process.

**20.1 LOCAL PREFERENCE CLAUSE:**

In accordance with Broward County Ordinance No. 2004-29, the Broward County Board of County Commissioners provides a local preference. This preference includes any county with which the Broward County Board of County Commissioners has entered into an inter-local agreement of reciprocity. Except where otherwise provided by federal or state law or other funding source restrictions, an apparent low bidder outside the preference area and a local bidder whose submittal is within 10% of the apparent low bid will be given the opportunity to submit a best and final offer. Award will then be to the low responsive, responsible bid.

Local business means the vendor has a valid occupational license issued by the county within which the vendor conducts their business at least one year prior to bid or proposal opening, that authorizes the business to provide the goods, services or construction to be purchased and a physical address located within the limits of said county, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

**21. DRUG-FREE WORKPLACE CERTIFICATION:**

Broward County Procurement Code Chapter 21.31.a. requires awards of competitive sealed bids and sealed proposals requiring Board Award be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "B") should be furnished **within five (5) business days** after request by the Purchasing Agent but prior to recommendation of award to the Board of County Commissioners. Failure to provide this certification will render your office unqualified and ineligible for award.

**22. SCRUTINIZED COMPANIES LIST**

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is prohibited from submitting a bid, proposal or response to a Broward County solicitation for goods or services in an amount equal to or greater than \$1 million. Therefore, if applicable, each company submitting a bid, proposal, or response to a solicitation must certify to the County that it is not on either list at the time of submitting a bid, proposal or response. The certification form will only be attached to a solicitation if the estimated purchase amount is \$1 million dollars or greater and must be submitted at the time of submitting a bid, proposal or response. Under the circumstances, the County estimated purchase amount is no greater than \$1 million dollars, but bid, proposal, response or resulting contract is \$1 million dollars or greater, the County will exercise the right to require firm to submit the certification form (Attachment "C") by the imposed deadline. In either case, failure to timely provide the certification shall deem the submittal non-responsive.

23. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (2012), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than 5 percent of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In the event the vendor does not indicate any relationship by leaving the above section blank, the County will take this to mean the vendor means no such relationships exist.

NAME OF COMPANY: \_\_\_\_\_

*World Electric Supply*

BID NO. Y1104912B1  
BEST AND FINAL OFFER

DUE 05/10/13 at 5:00 P.M.

Agent: Marie Williams

**BID SHEET**

**ELECTRICAL MRO SUPPLIES  
(NON-SHELTERED MARKET)**

TO: BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

**INSTRUCTIONS FOR BID SHEET:** For Lines below, enter your firm, fixed percentage discount from Trade Service, third (3<sup>rd</sup>) column or Manufacturer's List Price, for those manufacturers not listed in Trade Service.

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
10.	Barnes Electrical – Including, but not limited to, Temperature Switches – Limit/Pressure.	\$3,050	19 %	\$ 2470.50
17.	Eaton Cutler Hammer – Including, but not limited to, Auxiliary Switches, Circuit Breakers, Contact Kits, Motor Control Electro Mechanical, Overload Heaters, Safety Switches and Starter Magnetic Contactors.	\$118,900	59 %	\$ 48,749.00
45.	Wire, Copper, Various types; Including, but not limited to: •MTW •SJO •SO •Stranded •TFF •TFFN •THHN/THWN •THW Stranded •XHHW •XLPE •IMSA	\$246,500	68 %	\$ 78,880.50

NAME OF COMPANY:

World Electric Supply

AUTHORIZED SIGNATURE:

*[Handwritten Signature]*

By signing this bid sheet your firm is agreeing to  
the terms and conditions of the Invitation for Bid.

**BID SHEET**

**Electrical MRO Supplies  
(NON-SHELTERED MARKET)**

TO: BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith.

In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

**INSTRUCTIONS FOR BID SHEET:** For Lines 1 through 45, enter your firm, fixed percentage discount from Trade Service, third (3<sup>rd</sup>) column or Manufacturer's List Price, for those manufacturers not listed in Trade Service.

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
1.	3M - Including, but not limited to, Cable Ties, Tape and Wire Connectors.	\$33,350	<u>35</u> %	\$ <u>21,677.50</u>
2.	ABB - Including, but not limited to, Variable Frequency Drives (VFD).  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.  <u>ON LINE TRADE 2009</u>	\$435,000	<sup>35</sup> <del>282,750</del> SP	\$ <u>282,750.00</u>
3.	Alpha Wire - Including, but not limited to, Circuit Breakers, Connectors, Switches and all types of Copper Wire.	\$1,450	<u>20</u> %	\$ <u>1,160.00</u>
4.	American Power Conversion (APC) - Including, but not limited to, Uninterrupted Power Supplies.	\$33,350	<u>20</u> %	\$ <u>26,680.00</u>

NAME OF COMPANY \_\_\_\_\_

**World Electric Supply**  
2151 Blount Road  
Pompano Beach, FL 33069  
Phone: (954) 979-1960  
Fax: (954) 957-8688

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
5.	<b>Appleton Electric –</b> Including, but not limited to, Circuit Breakers & Motor Starters, Cable & Cord Connectors, Conduit Bodies & Boxes, Conduit Fittings, Panel boards with Circuit Breakers, Switches, and all types of Copper Wire.	\$3,625	<u>20</u> %	\$ <u>2980.00</u>
6.	<b>Automatic Timing and Controls (ATC) –</b> Including, but not limited to, General Purpose Control & Distribution Equipment, HVAC products (delay on breaker timer, control relay, compressor protection switches), Monitors – Current, Phase/Voltage, Alternative Replay & Control, Isolated Switches and Time Delay Relays Switches.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer:  <u>ONLINE TRADE 2009</u>	\$33,350	<u>20</u> %	\$ <u>26680.00</u>
7.	<b>Allen-Bradley/Rockwell Automation –</b> Including, but not limited to, General Purpose Control Equipment, Overload Relays, Power Flex Drives, Sensors, Switches – Limit/Pressure, and Transformers.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer:  _____	\$152,250	<u>20</u> %	\$ <u>121800.00</u>
8.	<b>American Insulated –</b> Including, but not limited to, Portable Cord Sets – all types and all types of Copper Wire.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer:  _____	\$5,800	<u>30</u> %	\$ <u>4060.00</u>

NAME OF COMPANY \_\_\_\_\_



**World Electric Supply**  
 2151 Blount Road  
 Pompano Beach, FL 33069  
 Phone: (954) 979-1960  
 Fax: (954) 957-8688

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
9.	<b>Barksdale -</b> Including, but not limited to, Level Control, Pressure Transmitter & Transducer, Regulators and Temperature Switches - Limit/Pressure.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.  <u>ON LINE</u>	\$11,600	<u>15</u> %	\$ <u>9860.00</u>
10.	<b>Barnes Electrical -</b> Including, but not limited to, Temperature Switches - Limit/Pressure.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.	\$3,050	<u>15</u> % <del>25%</del> SP	\$ <u>2592.50</u>
11.	<b>Bridgeport Fittings -</b> Including, but not limited to, Rigid Conduit & IMC Fittings, EMT Conduit Fittings, Portable Cord Fittings, Metal Clad Cable Fitting, Clamps and Hangers.	\$1,450	<u>50</u> %	\$ <u>725.00</u>
12.	<b>Carol -</b> Including, but not limited to, Portable Cord Sets and all types of Copper Wire.	\$21,750	<u>45</u> %	\$ <u>11962.50</u>
13.	<b>Cooper Bussmann -</b> Including, but not limited to, Fuse Blocks & Holders, Medium Voltage Fuses, Power Distribution Fuses, Semiconductor Fuses and Small Dimension Fuses.	\$5,800	<u>30</u> %	\$ <u>4060.00</u>
14.	<b>Cooper Crouse-Hinds -</b> Including, but not limited to, all types Boxes/Outlets with Covers (floor, junction, wall), Conduit Bodies - Malleable & Aluminum, Condulet Conduit, and Commercial Lighting Equipment.	\$232,000	<u>30</u> %	\$ <u>162400.00</u>

NAME OF COMPANY \_\_\_\_\_



**World Electric Supply**  
2151 Blount Road  
Pompano Beach, FL 33069  
Phone: (954) 979-1980  
Fax: (954) 957-8888

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
15.	<b>Dwyer instruments -</b> Including, but not limited to, Float Switches, Limit Switches and Switches - Mercoid.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.	\$50,750	<u>20</u> %	\$ <u>40600</u> <sup>SP</sup>
16.	<b>Datacom Electronics -</b> Including, but not limited to, Connectors, Data Switches, Elapsed Time Meters, Splitters, Switches - Mercoid and Coaxial Wall Plates.	\$17,400	<u>20</u> %	\$ <u>13920</u> <sup>SP</sup>
17.	<b>Eaton Cutler Hammer -</b> Including, but not limited to, Auxiliary Switches, Circuit Breakers, Contact Kits, Motor Control Electro Mechanical, Overload Heaters, Safety Switches and Starter Magnetic Contactors.	\$118,900	<u>50</u> %	<del>\$ 59450</del> <del>\$ 109450</del> SP
18.	<b>Emerson Electric -</b> Including, but not limited to, Electric Heater Switches & Controls, Motors 40 HP & below, Fan Cooling Kits, Lighting Fixtures and Pulse/Voltage/Liquid Monitor Detail Display.	\$159,500	<u>20</u> %	\$ <u>127600</u> <sup>SP</sup>
19.	<b>Ferraz Shawmut/Mersen -</b> Including, but not limited to, Fuse Blocks & Holders, Medium Voltage Fuses, Patch Panels, Power Distribution Fuses, Semiconductor Fuses and Small Dimension Fuses.	\$1,450	<u>60</u> %	\$ <u>580</u> <sup>SP</sup>
20.	<b>Gardner Bender (GB) -</b> Including, but not limited to, Butt Splicers, Crimp Terminals, Lugs, Markings - Electrical, Safety Markings, Splicers, Surge Suppressors, Wire Connectors, Wire Pulling Products and Fuses.	\$1,450	<u>45</u> %	\$ <u>797.50</u>

NAME OF COMPANY \_\_\_\_\_

**World Electric Supply**  
2151 Blount Road  
Pompano Beach, FL 33069  
PHONE: (954) 979-1900  
Fax: (954) 957-8688

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
21.	<b>General Electric –</b> Including, but not limited to, Fluorescent Lamps, Circuit Breakers, Electrical Starters, Motors 40 HP & Below, Fuses – Current Limiting, Lighting Fixtures, Magnetic Contactors, all types of Outlet Boxes, Plugs, Switches and Transformers – Dry Type.	\$551,000	<u>52%</u>	\$ <u>264,480.00</u>
22.	<b>Greenlee Textron –</b> Including, but not limited to, Cable and Cord Covers & Fittings, Cable Identification, Junction Boxes – all types, Network Products, Ties, Clips, Grommets and Wire & Cable.	\$1,450	<u>25%</u>	\$ <u>1,087.50</u>
23.	<b>Hoffman –</b> Including, but not limited to, Electric Boxes – all types, Enclosures and Filters.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.	\$18,850	<u>60%</u>	\$ <u>7,540.00</u>
24.	<b>Honeywell –</b> Including, but not limited to, Switches – Micro, Coil Sets for Physical Vapor Deposition Control, Covers, Coaxial & Electrical Wall Plates/Receptacles, Relays and panels.	\$72,500	<u>20%</u>	\$ <u>58,000.00</u>
25.	<b>Hoyt Electrical –</b> Including, but not limited to, Contact Sets, Panel Meters, Transducers, Transmitters and Voltage Sensors.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.	\$10,150	<u>20%</u>	\$ <u>8,120.00</u>

 **World Electric Supply**  
2151 Blount Road  
Pompano Beach, Fl. 33069  
Phone: (954) 979-1960  
Fax: (954) 957-8688

NAME OF COMPANY \_\_\_\_\_

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
26.	<b>Ideal Industries -</b> Including, but not limited to, Wire Termination, Data Comm/Low Voltage Switches & Controls, Wall plates, Splitters, Patch Cable, Wire Markers, Cable Ties, Indicator Lights, and Toggle, Rocker, Push Button and Chain Switches.	\$29,000	<u>35</u> %	\$ <u>18850</u> . <sup>00</sup>
27.	<b>Intermatic -</b> Including, but not limited to, Enclosures, Hubs, Motors 20 HP & Below, Power Boards, Surge Suppressors, Switches - Photo Control and Time Switches.	\$21,750	<u>35</u> %	\$ <u>14137</u> . <sup>50</sup>
28.	<b>Leviton -</b> Including, but not limited to, GFCI Protection Products, Plugs and Connectors.	\$14,500	<u>25</u> %	\$ <u>10875</u> . <sup>00</sup>
29.	<b>Littelfuse -</b> Including, but not limited to, Fuse Blocks and Holders, Medium Voltage Fuses, Plugs and Connectors, Power Distribution Fuses, Receptacles, Semiconductor Fuses, Small Dimension Fuses and Switches.	\$36,250	<u>60</u> %	\$ <u>14500</u> . <sup>00</sup>
30.	<b>Panduit -</b> Including, but not limited to, Cable Ties, Wire Clamps, Clips, Retainers and Wire Markers	\$24,650	<u>60</u> %	\$ <u>9860</u> . <sup>00</sup>
31.	<b>Potter &amp; Brumfield (P&amp;B) -</b> Including, but not limited to, Relays.  Not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.	\$24,650	<u>50</u> %	\$ <u>12325</u> . <sup>00</sup>

NAME OF COMPANY \_\_\_\_\_

**World Electric Supply**  
 2151 Blount Road  
 Pompano Beach, Fl. 33069  
 Phone: (954) 978-1980  
 Fax: (954) 957-8688

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
32.	<b>Raco -</b> Including, but not limited to, Bells - Weatherproof, Blanks, all types of Wall & Floor & Junction Boxes Outlets, Bushing Reducers, Clamps, Locknuts, Metallic Fittings, Non-metallic Fittings, Fuse Steel Boxes and Straps.	\$1,450	<u>50</u> %	\$ <u>725.00</u>
33.	<b>Reliance Controls -</b> Including, but not limited to, Circuit Breakers Combinations, Double Pole Circuit Breakers, Heavy Duty Cord Sets, Manual Transfer Switches, Mount Transfer Switches, Panel/Link Manual Transfer Panels, Power Cord Connectors and Plugs, Power Inlet Boxes (NEMA), Control Relays & Timers, and Motor Starter & Controllers.	\$39,150	<u>20</u> <del>31320</del> SP	\$ <u>31320.00</u>
34.	<b>Robertshaw/Firex Paragon -</b> Including, but not limited to, Switches - Vibration and Electric Heater Switches & Controls.	\$8,700	<u>20</u> %	\$ <u>6960.00</u>
35.	<b>Schneider Electric -</b> Including, but not limited to, Contact Kits, Converts, Limit Switches, Relays and Switches - Float, General Purpose, Mercoid.	\$50,750	<u>25</u> %	\$ <u>38062.50</u>
36.	<b>Square D -</b> Including, but not limited to, Blocks, Breaker Boxes, Circuit Breakers, Contact Kits, Electrical Heaters, Enclosures, Fuses, Meter Sockets, PLC (Programmable Logic Controllers) Controllers & Processors, Relays, Starters, Switch Panels, Transformers and Switches - Panel Boards and Distribution.	\$275,500	<u>20</u> %	\$ <u>220,400.00</u>
37.	<b>Steel City Kindorf -</b> Including, but not limited to, Beam Clamps & Hanger Supports, Conduit Metal Framing, Conduit, Cable & Pipe Supports, Fastening Devices, Hanger Supports, Hardware and Threaded Components, Pipe Supports and all types of Light Fixtures.	\$1,450	<u>50</u> %	\$ <u>725.00</u>

NAME OF COMPANY \_\_\_\_\_

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
38.	<b>Superstrut –</b> Including, but not limited to, Cable & Cord Connectors, Conduit Bodies & Boxes, Conduit Fittings, Cover Plates, Galvanized Channels, Guy Wire Fittings, Hangers, Clamps & Clips, Nuts, Hooks, Bolts, Anchors/Fasteners, Spring Nuts and Stainless Steel Channels.	\$1,450	<u>50</u> %	\$ <u>725.00</u>
39.	<b>Sylvania/Osram –</b> Including, but not limited to, Lamps and Ballasts: Fluorescent Lamps, Incandescent Lamps, Spot/Halogen Lamps, Spot/Flood Lamps, Miniature Lamps, Airfield Lamps, High Masts, Metal Halide, Quartz Halogen and High Pressure Sodium Kits, Magnetic Ballasts and Electronic Ballasts.	\$406,000	<u>72</u> %	\$ <u>154,280.00</u>
40.	<b>Thomas &amp; Betts –</b> Including, but not limited to, Cable Ties, Conduits – Galvanized, Aluminum, Flex Liquidite, Thinwall EMT, Conduit Bodies Non-metallic, Connectors – Rigid Setscrew, Condulet Conduit, Couplings, Couplings – EMT Compression, Liquidite, Fittings Cable, Locknuts, Spring Nuts, Straps – Backspaces, Tapes and all types of Wall, Floor, Junction Boxes/Outlets.	\$101,500	<u>50</u> %	\$ <u>50,750.00</u>
41.	<b>Unistrut –</b> Including, but not limited to, Cap Screws, Channel Struts, Clamps, Cover Plates, Galvanized Channels, Hangers, Nuts, Bolts, Spring Nuts, Stainless Steel Channels and Washers.	\$11,600	<u>50</u> %	\$ <u>5,800.00</u>
42.	<b>Westinghouse –</b> Including, but not limited to, Bushings, Circuit Breakers, Contact Kits, Control & Distribution Equipment System, Motors 40 HP & Below, Fuses, Heater Coils, Lenses, Panel Switches, Starters, Switches Panel Boards and Transformers.	\$5,800	<u>55</u> %	\$ <u>2,610.00</u>
43.	<b>Wheatland Tube –</b> Including, but not limited to, Conduit Steel, Rigid, EMT and IMT Conduits.	\$2,900	<u>65</u> %	\$ <u>1,015.00</u>

NAME OF COMPANY \_\_\_\_\_

Line	Commodity Code No. 28599 Description	Estimated Annual Amount	Single Fixed Percentage Discount	Amount with Applied Discount
44.	Wiremold – Including, but not limited to, Wire & Cable, Conduit, Guy Wire Fittings, Hangers, Clamps & Clips, Network Products, Nuts, Hooks, Bolts, Anchors/Fasteners and all types of Wall, Floor, Junction Boxes/Outlets.	\$5,800	30%	\$4060.00
45.	Wire, Copper, Various types; Including, but not limited to: <ul style="list-style-type: none"> <li>•MTW</li> <li>•SJO</li> <li>•SO</li> <li>•Stranded</li> <li>•TFF</li> <li>•TFFN</li> <li>•THHN/THWN</li> <li>•THW Stranded</li> <li>•XHHW</li> <li>•XLPE</li> <li>•IMSA</li> </ul> <p>MANUFACTURER OFFERED: <u>ENCORE</u></p> <p>If not listed in Trade Service. State most current manufacturer's list price, catalog and effective date of offer.  <u>ON LINE TRADE</u></p>	\$246,500	60%	\$98600.00

TOTAL \$ 1958070.50

Delivery should not exceed ten (10) calendar days of the receipt of Purchase Order. Delivery MUST be FOB destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

Please indicate delivery time after receipt of Purchase Order: 10 calendar days.

Please indicate if delivery will be made by:  
 Common Carrier  Company Vehicle  Other

Bid results will be posted to the Broward County Purchasing website at <http://www.broward.org/Purchasing/Pages/SolicitationResult.aspx>

NAME OF COMPANY: World Electric Supply

AUTHORIZED SIGNATURE: Steve Parsons

By signing this bid sheet your firm is agreeing to the terms and conditions of the Invitation for Bid.

**BID SHEET**

**Electrical MRO Supplies  
(NON-SHELTERED MARKET)**

Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this bid. YES  NO

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser. YES  NO

**Broward County reserves the right to request proof thereof prior to award.**

**INSURANCE EXCEPTION REQUESTS:**

In accordance with Paragraph 10.4 of "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

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**ACCEPTANCE OF CREDIT CARDS:**

The County is considering making faster payments to our vendor community, in doing so we would prefer to make payment using Visa credit card.

Would your company accept Visa credit card as payment from Broward County? YES  NO

**PREFERENCES:**

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE? YES  NO

**OTHER GOVERNMENT ENTITIES:**

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES  NO

VENDOR EMAIL STEVE.PERSAUD@WORLD ELECTRIC SUPPLY

VENDOR FAX # 954-957-8688

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN MIAMI-DADE OR PALM BEACH COUNTIES?

YES  NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA?

YES  NO

**ADDENDA:**

**LIST BELOW ALL ADDENDA (IDENTIFIED BY NUMBER) THAT YOUR COMPANY HAS RECEIVED AND HEREBY ACKNOWLEDGES SINCE ISSUANCE OF THIS BID:**

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**NOTICES TO BIDDER:**

1. PLEASE COMPLETE APPLICABLE INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB). IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM.
2. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: \_\_\_\_\_

*World Electric Supply*



**World Electric Supply**  
2151 Blount Road  
Pompano Beach, FL 33069  
Phone: (954) 979-1960  
Fax: (954) 957-8688

**VENDOR QUESTIONNAIRE**

INFORMATION CONTAINED IN THIS DOCUMENT WILL BE USED BY THE COUNTY IN DETERMINING THE RESPONSIBILITY OF A RESPONDENT. THERE MUST BE A RESPONSE TO ALL QUESTIONS IN THIS DOCUMENT.

**INFORMATION MUST EITHER BE PROVIDED OR AN INDICATION OF "NONE" (IF APPROPRIATE). DO NOT USE "N/A" AS A RESPONSE TO ANY QUESTION.**

**THIS COMPLETED FORM, INCLUDING A RESPONSE TO ALL QUESTIONS, SHOULD BE SUBMITTED WITH THE SOLICITATION; HOWEVER, IT MUST BE SUBMITTED WITHIN FIVE (5) BUSINESS DAYS OF THE COUNTY'S REQUEST. FAILURE TO PROVIDE THE COMPLETED FORM MAY RESULT IN THE SOLICITATION BEING DEEMED NON-RESPONSIVE.**

The undersigned authorized representative of the Respondent certifies the truth and accuracy of all statements and the answers contained herein.

1. How many years has your organization been in business?

20 yrs

1.1 What type of service/commodity does your company offer?

ELECTRICAL, CABLES, WIRE, DISTRIBUTION

2. What is the last project of this nature that you have completed?

MARLIN STADIUM - Miami  
WEST PALM SCHOOL BOARD - 2012  
Broward School Board 2011

3. Have you ever failed to complete any work or not timely shipped commodities awarded to you? If yes, when and why?

NO WE COMPLETED ALL PROJECTS

3.1 Give owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

Mark 954  
Broward County School - Allam - 321-4700  
WEST PALM SCHOOL -  
TOOLMAN - TRINA G. 954-610-6578

NAME OF COMPANY:



World Electric Supply  
2151 Blount Road  
Pompano Beach, Fl. 33069  
Phone: (954) 979-1960  
Fax: (954) 957-8688

**VENDOR QUESTIONNAIRE**  
(Continued)

4. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have performed work of a similar nature or sold similar commodities to in the past three (3) years:

4.1 CITY OF PINES FOOTBALL STADIUM -  
 (Organization/Company) (Project Name)  
Steve Mounce 13900 Pembroke A. 904-979-1960  
 (Contact Name) (Address) (Phone No.)  
954-214 3744 80,000.00 12.10.12  
 (Contract Number) (Project Value) (Date Services Provided)  
 Scope of Project SUPPLY MATERIAL -  
WIRE, PIPE, Misc. Etc.

4.2 CITY OF Pompano BOLLARD LIGHTS.  
 (Organization/Company) (Project Name)  
JOE GARRETO 1190 NE 3RD AVE 904-786-4684  
 (Contact Name) (Address) (Phone No.)  
 (Contract Number) 280,000.00 5.12.12  
 (Project Value) (Date Services Provided)  
 Scope of Project SUPPLIED BOLLARD LIGHTING.  
ELECTRICAL.

4.3 GLADING WOOD Church.  
 (Organization/Company) (Project Name)  
PASTOR FRANCIS 3800 STIRLING RD. COOPER 954-438 5204  
 (Contact Name) (Address) (Phone No.)  
FRANCIS 270,000.00 5/18/12  
 (Contract Number) (Project Value) (Date Services Provided)  
 Scope of Project CHURCH - SUPPLY -  
MATERIAL

NAME OF COMPANY: \_\_\_\_\_

**VENDOR QUESTIONNAIRE**  
(Continued)

5. List the following information concerning all contracts in progress as of the date of submission of this solicitation. (In case of co-venture, list the information for all co-venturers.)

NAME OF PROJECT	OWNER PHONE NO.	TOTAL CONTRACT VALUE	DATE OF COMPLETION PER CONTRACT	% OF COMPLETION TO DATE
Browards School -	MARK MINN 754-321-4700	250,000.00	FEB 2014	75
WEST PALM SCHOOL -	MESSERI	100,000.00	JAN. 2014	60
CITY OF POMPAHO -	FRANKIE	100,000.00	JAN 2014	30
TOOL MINN -	TRINA	150,000	JUNE 2014	50

(Continue list on insert sheet, if necessary.)

6. Has a representative of the Respondent completely inspected the proposed project site and does the Respondent have a complete plan for its performance?

YES, THESE ARE ALL ON GOING CONTRACTS THAT THEY PURCHASE AS NEEDED - BASIS

7. State the name of your proposed project manager and superintendent and give details of his or her qualifications and experience in managing similar work.

STEVE PERMAN - NECT. MANAGER - 25 yrs EXP.  
MARK LOUAKIO - PROJECT MANAGER 26 yrs "

8. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name).

8.1 The correct name of the Respondent:

World Electric Supply  
2151 Blount Road  
Pompano Beach, FL 33069  
Phone: (954) 979-1960  
Fax: (954) 957-8688

NAME OF COMPANY: \_\_\_\_\_

**VENDOR QUESTIONNAIRE**  
(Continued)

8.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

CORPORATION

8.3 The address of principal place of business:

**World Electric Supply**  
2151 Blount Road  
Pompano Beach, FL 33069  
Phone: (954) 979-1960  
Fax: (954) 957-8686

8.4 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

DICK COATES - PRESIDENT  
BILL OLSEN - VP.

8.5 List all organizations which were predecessors to Respondent or in which the principals or officers of the Respondent were principals or officers.

Some One

9. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past three (3) years. Include in the description the disposition of each such petition.

NONE.

10. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last three (3) years. The list and descriptions should include claims against the bond of the Respondent and its predecessor organization(s).

NONE

**NAME OF COMPANY:** **World Electric Supply**  
2151 Blount Road  
Pompano Beach, FL 33069  
Phone: (954) 979-1960  
Fax: (954) 957-8686

**VENDOR QUESTIONNAIRE**  
(Continued)

10.1 Has the Respondent, its principals, officers or predecessor organization(s) been debarred or suspended from bidding by any government during the last three (3) years? If yes, provide details.

NONE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. **LITIGATION HISTORY REQUIREMENT**

The County will consider a vendor's litigation history information in its review and determination of responsibility. All vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the vendor, any parent or subsidiary of the vendor, or any predecessor organization. If the vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:

1. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
2. An allegation of negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
3. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
4. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary); or
5. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is **not** considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the vendor.

For each material case, the vendor is required to provide all information identified in the form attached as **Attachment "D"**.

A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the vendor's subcontractors/subconsultants proposed to work on this project.

**Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the vendor being deemed non-responsive. Prior to making such determination, the vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.**

NAME OF COMPANY: \_\_\_\_\_



**World Electric Supply**  
2151 Blount Road  
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Phone: (954) 979-1960  
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**VENDORS LIST (NON-CERTIFIED SUBCONTRACTORS AND SUPPLIERS INFORMATION)**



Finance And Administrative Services Department  
Purchasing Division  
115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • Fax 954-357-8535

**THIS FORM SHOULD BE SUBMITTED WITH THE BID; OR IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 5 CALENDAR DAYS OF REQUEST FROM THE COUNTY**

Provide this information for any sub vendor(s) who will provide a service to the County for this solicitation. This includes major suppliers as well.

1. Firm's Name: NONE

2. Firm's Address: \_\_\_\_\_

3. Firm's Telephone Number: \_\_\_\_\_ Firm Email Address: \_\_\_\_\_

4. Contact Name and Position: \_\_\_\_\_

5. Alternate Contact Name and Position: \_\_\_\_\_

6. Alternate Contact Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

7. Bid/Proposal Number: \_\_\_\_\_ Contracted Amount: \_\_\_\_\_

8. Type of Work/Supplies Bid: \_\_\_\_\_ Award Date: \_\_\_\_\_

1. Firm's Name: NONE

2. Firm's Address: \_\_\_\_\_

3. Firm's Telephone Number: \_\_\_\_\_ Firm Email Address: \_\_\_\_\_

4. Contact Name and Position: \_\_\_\_\_

5. Alternate Contact Name and Position: \_\_\_\_\_

6. Alternate Contact Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

7. Bid/Proposal Number: \_\_\_\_\_ Contracted Amount: \_\_\_\_\_

8. Type of Work/Supplies Bid: \_\_\_\_\_ Award Date: \_\_\_\_\_

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

<u>Steve Paul</u> Signature	<u>Asst. Manager</u> Title	<u>3/21/2013</u> Date
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Note: the information provided herein is subject to verification by the Purchasing Division. Use additional sheets for more subcontractors or suppliers as necessary.

**ATTACHMENT "A"****Electrical MRO Supplies**  
**SPECIFICATIONS****1. SCOPE:**

Various electrical supply items are used in several Broward County agencies including, but not limited to, Water and Wastewater Services, Port Everglades Department, Aviation Department, Traffic Engineering Division, Parks and Recreation Division and Facilities Maintenance Division to run critical processes that have a direct impact on citizens and constituents. To ensure the successful operation and continuity of these processes it is critical that an electrical supply contract be in place at all times.

The pricing on this contract is based on a firm, fixed percentage discount from Trade Service, third (3<sup>rd</sup>) column. The electrical supplies contract is tied directly into Trade Service for the purpose of ensuring that Broward County receives the most competitive pricing based on a fixed percentage discount and that Broward County receives the products required to maximize the life of its critical equipment and assets. Trade Service is a leading provider for product and pricing data for the electrical supplies industry, as well as other industries including plumbing & mechanical, industrial (mill supplies), automotive and office products. Its electronic price book (TRA-SER) is a prevalent resource in the electrical supplies industry, utilized for its expertise in product and pricing information. Respondents should have access to or a subscription for Trade Service.

**2. GENERAL:**

2.1 This contract is intended for the purchase of electrical supplies for maintenance, repair and operations only, and is not intended for large construction or major renovation projects. For projects requiring large quantities of equipment and supplies delivered to one location, consideration should be given to issuing a solicitation for that project.

2.2 This contract will be used for commodities that include but will not be limited to: buss bars, ducts and accessories, capacitors for motor starting and running, circuit breakers load centers, panel boards, metal and plastic conduit with fittings and boxes, cutouts, fuses, fuseholders, fuselinks, generators, electrical hardware such as connectors and clamps and fasteners, electrical tape, lighting fixtures, motor controllers, electric motors, transformers, wiring devices such as switches and receptacles and various types of commonly used wire and cable. And other items as specified on bid sheets.

2.3 Orders of less than \$50.00 will not be processed. Note: This provision shall not be used by a Using Agency to circumvent the intent of the contract.

**3. BIDDER QUALIFICATIONS**

3.1 Bidders shall be fully capable dealers, distributors, or manufacturers who are regularly engaged in the sale electrical supplies.

3.2 Only authorized dealers/sellers will be eligible to provide products on behalf of the manufacturer through this solicitation. The County may request, and the bidder shall provide, supporting information and/or documentation attesting to this requirement. By submitting a response, bidder certifies that it satisfies this and all criteria specified in the solicitation documents. Failure to be an authorized dealer/seller of the manufacturer at the time of bid opening will result in your bid being deemed non-responsive. Failure to supply this supporting information and/or documentation within five (5) days of request by the County may result in your bid being deemed non-responsive.

- 3.3 Bidder affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser. YES  NO
4. **FIXED PERCENTAGE DISCOUNT/CATALOGS/PRICE LISTS::**
- 4.1 Bidder shall indicate in all spaces provided on the Bid Sheets, their single fixed discount from the current Trade Service, third (3<sup>rd</sup>) column price.
- 4.2 For any manufacturer not listed on Trade Service, Bidders shall indicate their fix percentage discount from the most current manufacturer's price list on the Bid Sheets. That percentage discount will be used for the term of the contract. For manufacturers not on Trade Service, the Bidder must make available to the County, the most current published price or provide a link to the manufacturer's on-line prices.
- 4.3 If a catalog is updated by the Manufacturer, the current copy of that price listing/catalog should be sent to the County and the Purchasing Agent of record, unless the published price listing is available on-line and can be easily found and identified by County personnel.
- 4.4 Percentage mark-ups are not accepted, however, bidders may offer a fixed percentage discount of zero percent.
- 4.5 **Multiple line dealer and/or distributor catalogs and price lists are not acceptable.**
5. **WEBSITE CAPABILITIES:**
- 5.1 Although it is not a requirement, the County desires that the Contractor establishes an Internet-based ordering system (web site) for County-specific order placement, order inquiry, price and availability inquiries. The County desires that the Contractor maintain a web site, accessible by both the Using Agencies and the Purchasing Division, for the life of the resulting contract.
- 5.2 If the Contractor can provide the aforementioned website capabilities, the County desires that the web site be in place, working in full operation, functioning properly and able to provide uninterrupted service to Broward County within 60 days of award and at a minimum, should:
- Allow Using Agencies to place an order on-line, with a secure means for storing procurement card information.
  - Allow Using Agencies to search Contractor's catalog based on key word, brand name, description, etc.
  - Provide List Price, Discount information and Contract Pricing.
  - Provide tracking/status information after an order is submitted.
  - Display product pictures, when possible, provide detailed item descriptions, and provide green seal and recycled product indicators.
  - Provide FAQ's for use of the website and the contract; as well as troubleshooting tips.
  - Provide contact information for ordering, billing, credit, service and other complaints/issues.
  - Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract.
- 5.4 The ability to provide website capabilities or not will not be utilized for evaluation of bid submitted, and will not be a matter of responsiveness or responsibility.

**6. ADDITIONAL INFORMATION:**

Bidders shall submit a completed Additional Information Sheet, Attachment "A-1", which identifies person(s) responsible for answering questions about this bid submittal, and administering the Contract, if awarded, and shall provide information necessary for placing orders under the contract. This sheet should be provided with the bid submittal or within three (3) days when requested by the County.

**7. ADDITIONAL DISCOUNTS:****7.1 Quantity Discounts**

Contractors are urged to offer additional discounts for one time delivery of large single orders. Using Agencies should seek voluntary reductions/additional price concession on large quantity purchases of any products under this Contract.

**7.2 Best Pricing Offer**

During the Contract term, if the County becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the County the price under the Contract shall be immediately reduced to the lower price.

**7.3 Sales Promotions**

In addition to decreasing prices during Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Purchasing Division documentation identifying the proposed (1) starting and ending dates of the promotion (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers and posted conspicuously on the Web Site.

7.4 The contractor may decrease prices at any time.

**8. RETURN OF ITEMS****8.1 Contractor Error**

Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance, shall be returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity; with no restocking charge. If the original packaging cannot be utilized for the return, Contractor will supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage will be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail, preferably; and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies; or the Ordering Entity shall receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

**8.2 Ordering Entity Error**

Standard stock supplies ordered in error by Ordering Entities will be returned for credit within 15 days of receipt, at Ordering Entity's expense. Product shall be in resalable condition (original container, unused). There shall be no restocking fee for returned products that are resalable.

9. **SUBSTITUTION OF SUPPLIES AND EQUIPMENT**

Prior written approval of the Contract Administrator is required for substitution of supplies and equipment. The County retains sole discretion to accept and approve such requests when deemed to be in the County's best interest. The Using Agency reserves the right to reject a product deemed by the Contract Administrator to not be equivalent to the specified commodity. The County recognizes that technology is changing rapidly; therefore, on such matters a determination as to acceptability will be done on a case-by-case basis. All substitutes shall be offered at the awarded price or lower.

10. **MANUFACTURER/PRODUCT ADDITIONS/DELETIONS:**

10.1 The County reserves the right to add manufacturer/product additions to this contract. Additions may result from, but are not limited to, additional needs and replacements for discontinued manufacturers or products. In such events, any manufacturer/product submitted for addition to the contract will not be approved unless the prices are fair and reasonable, and comparable to the prices agencies have been paying for like items. Contractor shall provide the County with a proposed price based upon a procedure or formula which is the same or very similar to that used in establishing the price as contained in the Contractor's bid.

10.2 Any proposed manufacturer/product additions offered shall satisfy all criteria specified in the bid documents and the terms of the Contract, and shall be limited to the electrical categories listed in the bid sheets.

10.3 Manufacturers/products may be added to the contract at a price mutually acceptable to both the County and the Contractor. If the price offered is not acceptable to the County, and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to procure electrical supplies from other vendors.

10.4 Any manufacturer/product added to the contract must be approved by the Director of Purchasing or designee.

10.5 The County reserves the right to delete manufacturers/products from this contract in the best interest of the County. In such events, contract prices will not be adjusted.

11. **CONTRACTOR COMPLAINTS:**

Vendor Complaints made by users and processed through the Purchasing Division are to be corrected within five (5) days of formal complaint. Written response to the Purchasing Division and the Using Division is required. Failure to properly resolve complaints in a timely manner may result in the cancellation of this contract.

12. **CONTRACTOR/CUSTOMER MEETINGS:**

In order to maintain a value-added partnership between the County and the Contractor, each quarter (or as needed) the County or the Contractor may request a meeting to review the contract and any issues that should be addressed. The County encourages Contractors to identify opportunities to generate lower costs. A continuous improvement effort, consisting of various ideas to enhance contract procedures, may be discussed at the quarterly meetings or as identified.

ATTACHMENT "A-1"  
Electrical MRO Supplies

ADDITIONAL INFORMATION SHEET

NAME OF COMPANY: \_\_\_\_\_ **World Electric Supply**

2151 Blount Road  
Pompano Beach, Fl. 33069  
Phone: (954) 967-9688  
Fax: (954) 967-9688

Please identify the person who will be responsible for answering questions about the Contract on behalf of the company if award is made, and include an emergency contact phone number.

Name: STEVE PERANO  
Title: ACCT. MANAGER  
Street Address: 2151 BLOUNT RD. Pompano, FL.  
E-mail Address: STEVE.PERANO@WORLD-ELECTRIC-SUPPLY.COM  
Phone Number(s): 954-979-1960  
Fax Number: 954-957-8688

If the person responsible for answering questions about this bid is different from the person identified above, please provide the same information for that person.

Name: MARK LOVECCHIO  
Title: PROJECT COORDINATOR  
Street Address: 2151 BLOUNT RD. Pompano, FL.  
E-mail Address: MARK.LOVECCHIO@WORLD-ELECTRIC-SUPPLY.COM  
Phone Number(s): 954-979-1960  
Fax Number: 954-957-8688

Ordering Information:

Please provide the following information regarding where Using Agencies should direct orders. You must provide a regular mailing address.

Name: STEVE PERANO  
Title: ACCT. MANAGER  
Street Address or P.O. Box: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ **World Electric Supply**  
Phone Number: \_\_\_\_\_ 2151 Blount Road  
Toll Free Number: \_\_\_\_\_ Pompano Beach, Fl. 33069  
Ordering Fax Number: \_\_\_\_\_ Phone: (954) 979-1960  
Internet Address: \_\_\_\_\_ Fax: (954) 967-9688  
Remit Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_  
Web Site Address (For Broward County Contract) \_\_\_\_\_

NOTE: Duplicate as necessary for multiple ordering locations.

**ATTACHMENT "D"**  
**LITIGATION HISTORY FORM**

Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Name	<i>NONE</i>
Case Number	
Date Filed	
Name of Court or other tribunal	
Type of Case	Civil <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/> Criminal <input type="checkbox"/> Bankruptcy <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case  (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/>  Judgment Vendor's Favor <input type="checkbox"/>  Judgment Against Vendor <input type="checkbox"/>  If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email: Phone number:

NAME OF COMPANY: World Electric Supply

**ATTACHMENT "E"**

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

**THIS FORM SHOULD BE SUBMITTED WITH THE BID BUT MUST BE COMPLETED AND SUBMITTED WITHIN FIVE BUSINESS DAYS OF COUNTY'S REQUEST**

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, (Section 16-1/2 -157 of the Broward County Code of Ordinances, as amended); and certifies the following: **(Please check only one below).**

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(Please check only one below).**
  - The Vendor employs less than five (5) employees.
  - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
  - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
  - The Vendor does not provide benefits to employees' spouses.
  - The Vendor provides an employee the cash equivalent of benefits (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
  - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

I, Steve Persim (Name), Acct. Manager (Title) of World Electric Supply (Vendor)

hereby attests that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

[Signature]  
Signature  
STEVE PERSIM  
Print Name

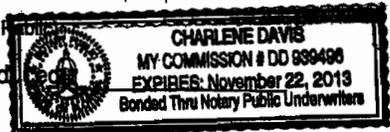
SWORN TO AND SUBSCRIBED BEFORE ME this 21 day of March, 20 13

STATE OF FL  
[Signature]  
Notary Public

COUNTY OF Broward  
My commission expires: 11/22/13 (SEAL)

(Print, type or stamp commissioned name of Notary Public)

Personally Known  or Produced Identification  Type of Identification Produced



ATTACHMENT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The offeror's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

  
 (Vendor Signature)  
 STEVE PERSAUD  
 (Print Vendor Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

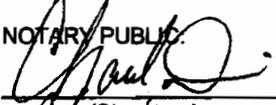
The foregoing instrument was acknowledged before me this 20 day of FEBRUARY, 2013

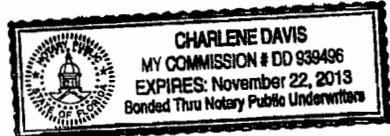
by STEVE PERSAUD  
(Name of person who's signature is being notarized)

as Acc't. MANAGER World Electric Supply  
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced Personally Known  
(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC  
  
 (Signature)  
 Charlene Davis  
 (Print Name)



My commission expires: 11/22/13

**ATTACHMENT "C"**  
**SCRUTINIZED COMPANIES CERTIFICATION**

**THIS FORM MUST BE COMPLETED AND SUBMITTED PRIOR TO AWARD. THIS CERTIFICATION MUST BE SUBMITTED AT THE TIME OF BID SUBMITTAL. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL DEEM YOUR SUBMITTAL NON-RESPONSIVE.**

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the COUNTY in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Signature]  
 (Authorized Signature)  
STEVE PEROM  
 (Print Name and Title)

\_\_\_\_\_  
(Name of Vendor)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 21 day of FEB., 2013, by STEVE PEROM (name of person whose signature is being notarized) as ACCT. MANAGER (title) of WORLD ELECTRIC (Name of Vendor), known to me to be the person described herein, or who produced Personally Known (type of identification) as identification, and who did/did not take an oath.

NOTARY PUBLIC:  
[Signature]  
 (Signature)  
Charlene Davis  
 (Print name)

State of Fl. at Large   
 My commission expires: 11/22/13

**ATTACHMENT "F"**

**Insurance Requirement for Purchase and Delivery - Unknown Delivery Method  
 \*\*NO PROOF OF INSURANCE IS REQUIRED IF DELIVERY WILL BE BY COMMON CARRIER\*\***

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Amount (in thousands of dollars)	
	Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury and Advertising <input type="checkbox"/> Other:	Bodily Injury	
	Property Damage	
	Bodily Injury and Property Damage Combined	
	Personal Injury	
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto if applicable	Bodily Injury (each person)	
	Bodily Injury (each accident)	
	Property Damage	
	Bodily Injury and Property Damage Combined	\$ 500 k
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> If exempt: Provide State Exemption Certificate, or letter on company letterhead stating the reason for exemption.	(each accident)	STATUTORY
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>		\$ 100 k / accident
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY - E&amp;O</b>	claims-made form w/ Extended Reporting Period of Deductible not to exceed: \$	
<input type="checkbox"/> <b>PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	Completed Value
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	Completed Value
Description of Operations/Locations/Vehicles: Indicate Broward County is an additional insured on the general liability policy.		
<b>REFERENCE: PD-Electrical Electronic Supplies WWS</b>		

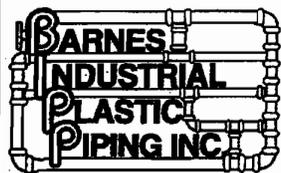
NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water  
 CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:  
 Broward County  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
 Attn: Darren Albert, WWS

*Francisco Vasquez*  
 FRANCISCO VASQUEZ  
 2013.01.02 10:30:56  
 -0500  
 Risk Management Division

Insurance Policy Form Revised 2/12

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE



March 20, 2013

To Whom It Concerns:

World Electric is authorized to buy and distribute products from Barnes Industrial Plastic Piping, Inc.

Best Regard,

Sharon L. McBride  
Administration  
558 Stuart Lane  
Jacksonville, FL 32254  
(904) 781-7100



To whom it may concern,

World Electric Supply is an authorized distributor of all Gardner Bender and Sperry Instrument products.

Please feel free to contact me with any further questions,

Jaclyn Hutchins

Customer Service Representative

☎ 800.624.4320

☎ 800.799.3779

✉ [jaclyn.hutchins@actuant.com](mailto:jaclyn.hutchins@actuant.com)

**Thomas & Betts**

A Member of the ABB Group

155 Franklin Rd.  
Brentwood, TN 37027

March 20, 2013

This letter is to signify that World Electric Supply, account # 600144130, is an authorized distributor for Thomas & Betts (a member of the ABB Group).

Katie Niehaus

Southern Regional Administrator

Thomas & Betts

615 376 5250



ATC

- Bellofram Instrumentation
- BelGAS
- Automatic Timing & Controls
- Bellofram Diaphragm
- Thermo-Couple Products
- Marsh Instruments
- ATC Diversified Electronics Division

F A X C O V E R S H E E T

<b>DATE:</b>	03/20/13	<b>TIME:</b>	
<b>TO:</b>	Steve Persaud	<b>PHONE:</b>	813-234-2226
<b>COMPANY:</b>	World Electric	<b>FAX:</b>	407-916-7467
<b>ACCOUNT #</b>	50636		

<b>FROM:</b>	Tammy Taggart	<b>PHONE:</b>	304.387.1200 Ext 261
	Customer Service	<b>FAX:</b>	304.387.4417
<b>EMAIL:</b>	ttaggart@marshbellofram.com		

Number of pages including this cover sheet:	1
---	---

Hello Steve,

I was just sending this email to confirm that you are set up in our system to purchase the Diversified products.

Account number 50636

Billing from:

PO BOX 945650

Maitland, FL 32794-5650

Any questions feel free to let me know.

Thank you

Tammy



**DWYER INSTRUMENTS, INC.**

P.O. BOX 373 • MICHIGAN CITY, IN 46361-0373  
102 INDIANA HWY 212 • MICHIGAN CITY, IN 46360-1956  
SALES: (219) 879-8000 OFFICE: (219) 879-8868  
FAX (219) 872-9057 LIT-BY-FAX (888) 891-4963  
E-MAIL: [info@dwyer-inst.com](mailto:info@dwyer-inst.com) WEB SITE: [www.dwyer-inst.com](http://www.dwyer-inst.com)

March 20, 2013

Sonepar/World Electric Supply  
PO Box 945650  
Maitland FL 32794

Email: [steve.persaud@worldelectriccupply.com](mailto:steve.persaud@worldelectriccupply.com)

To whom it may concern:

Please be advised Sonepar/World Electric Supply is authorized to purchase items from Dwyer Instruments.

Thanks,

Mary Nowak  
Dwyer Instruments Inc  
Customer Service Rep  
800-872-9141 ext 483  
281-446-0696 Fax  
[mnowak@dwyermail.com](mailto:mnowak@dwyermail.com)



March 20, 2013

World Electric Supply  
2510 West Copans Rd  
Pompano Beach, FL 33069

RE: Hoffman

To whom this may concern,

This letter is to verify that **World Electric Supply** is an authorized distributor for Hoffman Enclosures. Please share this letter with your customer for their records. We appreciate the partnership with World Electric Supply. Please let us know if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "James Yore".

James Yore  
jyore@coresential.com



March 20, 2013

**World Electric Supply  
2151 Blount Road  
Pompano Beach, FL 33069**

**Attn: Steve Persaud**

This memo is to confirm that World Electric in Pompano Beach, Florida is an authorized Wiremold distributor.

Please advise if you need any further information.

**Suzete Dziuba**

**Legrand | WIREMOLD  
Customer Service Supervisor  
Electrical Wiring Systems Division  
800.621.0049 x33229 / Fax 860.523.8704  
suzete.dziuba@legrand.us  
www.legrand.us/wiremold**



**Wheatland Tube**  
JMC STEEL GROUP

World Electric Supply  
2151 Blount Road  
Pompano Beach, FL 33069

Date: March 20, 2013

To whom it may concern,

Please be advised that World Electric Supply is an authorized distributor for all of the electrical conduit products Wheatland Tube has to offer. Please feel free to contact myself or our local sales representative United Electrical Sales 4496 S. W. 36th Street Orlando, Florida if you have any questions.

Regards

James W. Hays  
President - Electrical, Fence & Mechanical Division  
Wheatland Tube



A PARTNERSHIP THAT DELIVERS

3600 W. 69th Street  
Little Rock, AR 72209

---

To whom may concern,

Sonepar/ World Electrical is authorized to purchase Potter and Brumfield as well as all items listed on our Linecard.

IDEAL Industries, Inc  
1375 Park Avenue  
Sycamore, IL 60478

To Whom it may concern:

World Electric Supply Pompano Beach account number D21795 is an authorized  
Distributor of IDEAL Products.

Thank you,

A handwritten signature in black ink that reads "Greg Stuart". The signature is written in a cursive, flowing style.

EATON Supply - THE WESTINGHOUSE  
ITS PART OF THEIR LINE.



*Powering Business Worldwide*

Eaton Corporation  
Electrical Group  
1700 S Powerline Rd Ste J  
Deerfield Beach FL 33442

March 21, 2013

Subject: Authorized Eaton Distributor

To Whom It May Concern:

World Electric Supply located in Riviera Beach, FL is an authorized Eaton Corp distributor in Palm Beach County.

You may contact me if there are any questions.

Karl Hesse  
Eaton Corp  
Deerfield Beach, FL  
(561) 301-3333



Eaton Corporation  
Electrical Group  
1700 S Powerline Rd Ste J  
Deerfield Beach FL 33442

March 21, 2013

**Subject: Authorized Eaton Distributor**

To Whom It May Concern:

World Electric Supply located in Riviera Beach, FL is an authorized Eaton Corp distributor in Palm Beach County for current Eaton products as well as certain vintage Westinghouse, Cutler Hammer, and Challenger products.

You may contact me if there are any questions.

Karl Hesse  
Eaton Corp  
Deerfield Beach, FL  
(561) 301-3333



Gorin-Cockrell-McCoy • TAKING PRODUCTS TO MARKET



March 25, 2013

World Electric Supply Co.

2151 Blount Rd

Pompano Beach, FL 33069

We here at GCM are the 3M Electrical Markets Sales Representative for the Florida territory. This letter confirms that as of March 25, 2013, World Electric Supply Co. is an authorized distributor of 3M Electrical Markets Division, in good standing. If you have any questions in this regard, Please contact Michael Geilser, Sales Account Manager at 561-523-2848. We are the 3M Electrical Markets Sales Representative for the Florida territory.

Regards,

Jake Cockrell

Gorin Cockrell McCoy, Vice President



**World Electric Supply  
2151 Blount Rd  
Pompano Beach, FL 33069  
954-979-1960  
F# 954-957-8688**

**TO: Broward County ,**

Steve Persaud from World Electric Supply is authorized to sign and go into contract with the county on Electrical Mro Supplies on bid # y11049112b1. Thanks for the opportunity we are looking forward to it.

William Olson-VP



Finance and Administration Services Department  
**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | [broward.org/Purchasing](http://broward.org/Purchasing)  
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

### AMENDMENT NO. 1

Amendment No. 1 to contract between Broward County and World Electric Supply, Inc. for Electrical MRO Supplies, Contract No. Y1104912B1.

This is Amendment No. 1 to the contract between Broward County, hereinafter referred to as "County", and World Electric Supply, Inc., hereinafter referred to as "Vendor", collectively referred to as "the parties".

Whereas, on September 10, 2013, County and Vendor entered into Contract No. Y1104912B1 for the provision of Electrical MRO Supplies; and

Whereas, pursuant to page 32 of 38, Paragraph 10 – Manufacturer/Product Additions/Deletions, the County reserves the right to add manufacturers/products to this contract.; and

WHEREAS, COUNTY has determined that the changes as described in Sections 1 through 2 below are necessary and in the COUNTY'S best interest; and

Whereas, Vendor has provided, and County has accepted the changes as described in Sections 1 through 2 below, all in accordance with the Broward County Procurement Code, 21.47, and this Amendment to the Contract incorporates the results of such accepted change(s); therefore, in consideration of the mutual terms, conditions, promises, and covenants set forth herein, County and Vendor agree as follows:

1. Water and Wastewater Services has requested manufacturers/products be added to this contract as stated in Bid Sheet – A1 attached hereto and made a part of this contract hereof.
2. Except to the extent modified herein, the Contract shall remain in full force and effect.

County

Broward County, through the  
Director of Purchasing (or designee)

By *Peter G. Thomas*

PETER G. THOMAS, PURCHASING MANAGER  
Print name/Title

Date 12.01.14

Witness *Cheryl Page*

Witness *Nancy Dean*

Vendor

World Electric Supply, Inc.

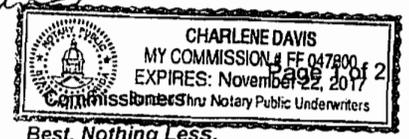
By *Steve Persaud*  
STEVE PERSAUD / Mgr. Admin  
Print name/Title

Date 11.24.14

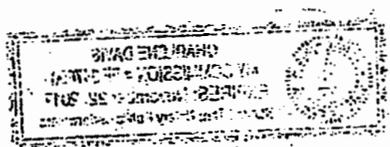
Witness *John Bernt*

Witness *[Signature]*

Notary Seal *[Signature]*



2014 NOV 26 PM 2:23  
BROWARD COUNTY  
PURCHASING DIVISION



*[Faint, illegible text and handwritten notes, possibly including a signature and date.]*

BID SHEET – A1

		<b>Tabulation of Bids for Quotation Request for Additional Manufacturers/Products</b>	<b>World Electric Supply, Inc. 2151 Blount Road Pompano Beach, FL 33069</b>			
<b>Item</b>	<b>Description</b>	<b>Estimated Annual Amount</b>	<b>Single Fixed Percentage Discount</b>	<b>Amount with Applied Discount</b>		
46	<b>Lithonia Lighting –</b> Including, but not limited to, Wall Packs-LED, Wrap Around Surface Mount Fixtures, U-Ben Lamp, Parabolic In-Lay, Lamps, Weather Proof Lamps, Exit Signs - Fire Rated, Light Combo with Battery Backup, w/o Battery, and Battery Backup.	\$100,000.00	76%	\$24,000.00	(A)	
47	<b>TCP Lighting –</b> Including, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency products.	\$10,000.00	69%	\$3,100.00		
48	<b>Phillips Lighting –</b> Including, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency products.	\$10,000.00	88%	\$1,200.00		
49	<b>Universal Lighting Technology –</b> Including, but not limited to, Lamps, Luminaires (indoor/outdoor), Exit and Emergency products.	\$10,000.00	88%	\$1,200.00		

**Estimated Annual Amount \$29,500**

Meeting Date: 3/24/15

Agenda Item 4

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    Approve ranking order for RFP T-05-15, Residential and Commercial Solid Waste  
Collection Services and authorize staff to negotiate a contract with the highest ranked firm  
Waste Management Inc. of Florida (no cost at this time).

**Summary of Purpose and Why:**

RFP T-05-15 was issued to obtain responses from qualified firms to provide exclusive franchised residential and commercial solid waste collection, and recycling services to the City of Pompano Beach, FL. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested, and authorization is requested for appropriate City staff to negotiate a contract with the highest ranked firm, Waste Management Inc. of Florida. Commission approval of "Residential Collection Service Option #2 (SO#2)" is also requested. Further authorization is requested to continue with the succeeding ranked firms should an impasse occur in the negotiations with the recommended firm. The recommended firm is a Local Business.

- (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>3/12/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>3/11/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>3/12/15</u>	<u>approval</u>	<u>S. Sibble</u>
Budget			

[Signature]  
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #15-050  
February 23, 2015

To: Dennis W. Beach, City Manager  
From: Otis J. Thomas, General Services Director  
Subject: Background for T-05-15, Residential and Commercial Solid Waste Collection Services

Contract Need/Background

A Request for Proposals, T-05-15 was issued to obtain responses from qualified firms to provide exclusive franchised residential and commercial solid waste collection, and recycling services to the City of Pompano Beach, FL. The City requested pricing for three (3) different service options for residential collection services as outlined in the RFP document. The Public Works (Waste) 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.....5

Advertising

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

Selection/Evaluation Committee

Five responses were received to the solicitation. The Selection/Evaluation Committee met on January 30 (in a public meeting) to review and evaluate the responses. All responses were scored, and the Committee determined that all five (5) firms would be asked to make presentations to the Committee. Presentations were made to the Committee at the meeting held on February 18. This meeting was exempt from the public in accordance with Florida State Statute 286.0113 (2) (b) 1 and 2. After the final presentation, the Committee discussed their perception of each presentation and each firm's overall response to the City's project. Committee members scored the firm they considered most qualified to provide the required services to the City. Copies of the minutes and voting matrix from each meeting and scoring sheets are attached.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the ranking order, approve the Residential Collection Service Option #2, and authorize City staff to negotiate a contract with the highest ranked firm Waste Management, Inc., with additional authorization to negotiate with succeeding ranked firms should an impasse occur in the negotiations with the recommended firm.

attachments

cc: file

## MEMORANDUM

Purchasing #15-057  
March 19, 2015

To: Mayor and City Commission

Through: Dennis W. Beach, City Manager 

From: Otis J. Thomas, General Services Director 

Subject: RFP T-05-15, Residential and Commercial Solid Waste Collection Services Bid  
Protest by Southern Waste Systems (SWS)

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### Background

Southern Waste Systems (SWS) filed a bid protest for T-05-15, Residential and Commercial Solid Waste Collection Services (Agenda Item No. 4, March 24, 2015 City Commission meeting) with the Director of the General Services Department. In accordance with the General Services Procedures Manual, Chapter 13 (Protest Procedure), of which is attached, staff has carefully reviewed and considered the specific documents that were submitted by SWS in support of their protest, and found that they do not substantiate their claims. Accordingly, the bid protest was found to be without merit. Not being satisfied with the outcome of its appeal at this level, SWS took its protest to the next level of appeal, which is the City Manager, who also reviewed the facts and denied it. Copies of the letters sent by the General Services Director and the City Manager in response to SWS's bid protest are attached for your information.

### Attachments

cc: file



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

March 2, 2015

Joseph M. Goldstein, Partner  
Shutts & Bowen, LLP  
200 East Broward Boulevard, Suite #2100  
Fort Lauderdale, FL 33301

Via Certified Mail and Email: [JGoldstein@shutts.com](mailto:JGoldstein@shutts.com)

Dear Mr. Goldstein,

I have reviewed your letter of protest regarding the outcome of the evaluation of Request for Proposals (RFP) T-05-15, Residential and Commercial Solid Waste Collection Services.

The proposals received in response to this RFP were evaluated in accordance with the procedures published in the RFP. A Selection/Evaluation Committee, composed of four subject matter experts, reviewed the submissions. Scoring was conducted as described by the procedures in the RFP. The final outcome was determined based on the sum of scores submitted by all Committee members.

The evaluation process was not arbitrary or capricious, and did not give any proposer an unfair competitive advantage. The recommendation conforms to our established procurement procedures. Accordingly, I find that your protest is without merit. I support the recommendation by the Selection/Evaluation Committee to the City Commission to approve the ranking and authorize negotiations with the highest-ranked firm, Waste Management Inc. of Florida.

Sincerely,

A handwritten signature in black ink, appearing to read "Otis J. Thomas", written over a horizontal line.

Otis J. Thomas  
General Services Director

cc: file



# CITY MANAGER'S OFFICE

Dennis W. Beach, City Manager

E: dennis.beach@copbfl.com | P: 954.786.4601 | F: 954.786.4504

CERTIFIED MAIL: 7007 0710 7349 7050

March 13, 2015

Joseph M. Goldstein, Partner  
Shutts & Bowen, LLP  
200 East Broward Boulevard, Suite #2100  
Fort Lauderdale, FL 33301

Via Certified Mail

Dear Mr. Goldstein,

This letter is to confirm that I have received your letter of protest regarding the outcome of the evaluation of Request for Proposals (RFP) T-05-15, Residential and Commercial Solid Waste Collection Services.

The General Services Procedure Manual, Chapter 13, states that the City Manager shall consider the protest to have merit if it can be proven that an action or lack of action by the City has given a vendor an unfair competitive advantage. If the protest is found to have merit, the City Manager will direct the appropriate City staff to take corrective action. If the City Manager finds no merit in the protest and does not direct alternative action by City staff, then the award process will then continue. If the award valuation is \$25,000.00 or higher, the written recommendations of both the General Services Director and the City Manager will be included in the Agenda item presented to the City Commission.

Southern Waste Systems (SWS) submitted documentation stating that the "Selection/Evaluation Committee failed to reasonably consider the Free HHW Drop off Services and other enhancements offered by SWS and the Selection/Evaluation Committee unduly diminishes the cost savings to residents of the City of Pompano Beach." Please be advised that we have carefully reviewed and considered the specific documents that you have submitted to us in support of your allegations, and found that they do not substantiate your claims. The evaluation process was not arbitrary or capricious, and did not give any proposer an unfair competitive advantage. Accordingly, I find that your protest is without merit. I support the recommendation by the Selection/Evaluation Committee to the City Commission to approve the ranking and authorize negotiations with the highest ranked firm, Waste Management Inc. of Florida.

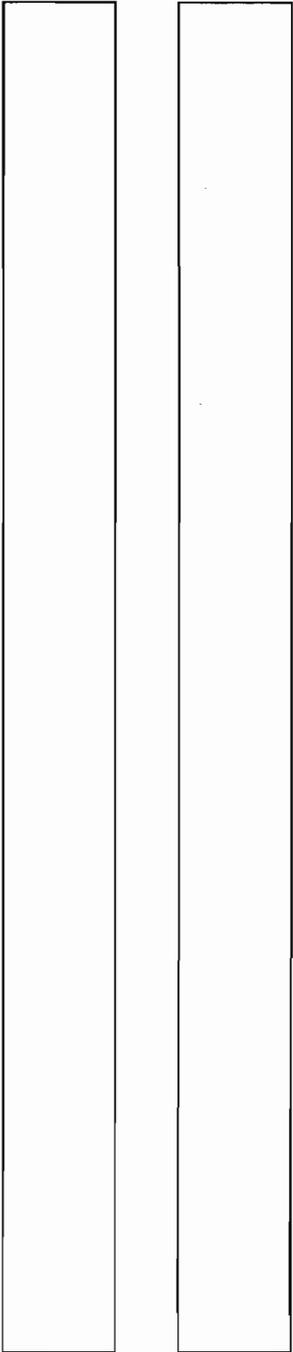
Sincerely,

Dennis W. Beach  
City Manager

# General Services Procedures Manual



Florida's Warmest Welcome



**CHAPTER 13**  
**PROTEST PROCEDURE**

## PROTEST PROCEDURE

The procedure which must be followed for all protests of Invitation for Bids, Request for Proposals and Request for Letters of Interest is basically the same in all cases, with few exceptions.

### **A. WHERE TO FILE PROTEST**

In order to be considered, protests concerning the proposed solicitation award must be filed in writing with the General Services Director and may only be filed by bidders or proposers who may be aggrieved by the solicitation or award. The initial protest must be addressed to the following:

General Services Director, City of Pompano Beach  
1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060  
(if to be hand delivered)

-- or --

P.O. Box 1300, Pompano Beach, Florida 33061-1300  
(if to be mailed)

### **B. TIME LIMIT**

The time limit for filing a protest is as follows:

1. Invitation for Bids (IFB)  
Five (5) calendar days from the bid opening date.
2. Request for Proposals (RFP)
  - a. Five (5) calendar days from the date a short-list is created by the Selection/Evaluation Committee.
  - b. Five (5) calendar days from the date the final ranking of proposers is created by the Selection/Evaluation Committee.
3. Request for Letters of Interest (RLI)
  - a. Five (5) calendar days from the date a short-list is created by the Selection/Evaluation Committee.
  - b. Five (5) calendar days from the date the final ranking of proposers is created by the Selection/Evaluation Committee.

**C. PROTEST EVALUATION**

No further action to award an IFB/RFP/RLI under protest will be taken until either the aggrieved vendor withdraws the protest or it is determined that the protest is without merit.

Upon receipt of a timely protest, the General Services Director will review the protest, consult with appropriate City staff, and issue a written finding within ten (10) working days of receipt of the protest. A protest will be considered to have merit only if it can be proven that an action, or lack of action, by the City gave a vendor an unfair competitive advantage. If the protest is found to have merit, appropriate action to correct the situation will be taken. Such action could include, but is not limited to, canceling the original solicitation and reissuing the requirement with the corrective action included in the documentation.

The written finding of the General Services Director shall be sent by certified mail, return receipt requested, to the address of the protesting vendor as set forth in their solicitation response. Receipt of this notice shall be deemed to occur within five (5) calendar days from the mailing of the notice or the receipt of the “certified return receipt card”, whichever is shorter.

**D. APPEAL PROCESS**

If the General Services Director finds that the protest is without merit, these findings may be appealed, by the vendor lodging the protest, to the City Manager. This appeal must be filed within five (5) calendar days after the protesting vendor receives the initial finding. The appeal must be addressed to:

City Manager, City of Pompano Beach  
100 West Atlantic Boulevard, Pompano Beach, Florida 33060  
(if to be hand delivered)

-- or --

P.O. Box 1300, Pompano Beach, Florida 33061-1300  
(if to be mailed)

Upon receipt of a timely appeal, the City Manager will review the appeal, consult with appropriate City staff and issue a written finding within ten (10) working days of receipt of the appeal.

The City Manager shall consider the protest to have merit if it can be proven that an action, or lack of action, by the City has given a vendor an unfair competitive advantage. If the protest is found to have merit, the City Manager will direct the appropriate City staff to take the corrective action as outlined above.

**E. PROCESS FOLLOWING DENIAL OF APPEAL**

If the City Manager finds no merit in the protest and does not direct alternative action by City staff, the award process will then continue. The recommendation of staff in the written findings of both the General Services Director and the City Manager will be included as follows:

1. If the award valuation is less than \$25,000.00, the findings will be included in the City Manager concurrence to the General Services Director award package.
2. If the award valuation is \$25,000.00 or higher, the findings will be included in the agenda item presented to the City Commission.

Once the award is made, or the time has expired for timely appeal process, the protest procedure is no longer valid.

SHUTTS  
&  
BOWEN  
LLP

*Founded 1910*

JOSEPH M. GOLDSTEIN  
PARTNER  
(954) 847-3837 Direct Telephone  
(954) 888-3066 Direct Facsimile

E-MAIL ADDRESS:  
jgoldstein@shutts.com

February 25, 2015

**VIA HAND DELIVERY**

Otis J. Thomas, *General Services Director*  
City of Pompano Beach  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, Florida 33060

**Re: Bid Protest of Southern Waste Systems, LLC as to Request for Proposals  
No.: T-05-15 for Residential and Commercial Solid Waste Collection  
Services**

Dear Mr. Thomas:

On behalf of our client, Southern Waste Systems, LLC ("SWS"), we hereby file this bid protest challenging the City of Pompano Beach, Florida (the "City")'s decision to award a contract to Waste Management Inc. of Florida ("Waste Management") pursuant to Request for Proposals No.: T-05-15 for Residential and Commercial Solid Waste Collection Services (the "RFP"). Because the City improperly evaluated SWS's proposal and unequally treated SWS and Waste Management, this protest has merit as a result of the such improper actions provided Waste Management with an unfair competitive advantage. Therefore the City's decision to award Waste Management a contract is clearly erroneous, arbitrary and capricious, illegal, an abuse of discretion, and contrary to competition, and SWS demands that the City award SWS the

contract. *SWS also invokes its right to an automatic stay of award during the pendency of this bid protest pursuant to Chapter 13, Section C of the General Services Procedures Manual (the "G.S.P.M.")*.

**I. The RFP**

On or about October 24, 2014, the City issued the RFP, which sought proposals for the exclusive right to collect and transport residential and commercial solid waste in the City. See **Exhibit 1**, the RFP, as amended by Addendum 1 through 9, at RFP0031.<sup>1</sup> Offerors were required to offer pricing for 3 different service options for residential collection services. See **Exhibit 1**, RFP, at RFP00030.

The RFP provided that award was to be made on the basis of best value, price and other factors considered:

<b>Criteria</b>	<b>Maximum Points</b>
Qualifications & References	20
Technical Proposal	25
Financial Proposal – Residential	30
Financial Proposal – Commercial	15
Added Value & Enhancements	10
<b>Total</b>	<b>100</b>

See **Exhibit 1**, RFP, at RFP0044-RFP46.

<sup>1</sup> Cited page numbers refer to the Bates Numbers in the bottom center of the page.

The non-cost factors were to be scored by a Selection/Evaluation Committee. *See Exhibit 1*, RFP, at RFP0044. For Qualifications & References, offerors were to show that the personnel they were proposing were qualified and had previous related work experience, demonstrate a clear understanding of the RFP scope, and provide references/recommendations. *See Exhibit 1*, RFP, at RFP0045. In their Technical Proposals, offerors were to demonstrate the resources they would assign to the contract, their overall approach, and their financial resources. For Added Value and Enhancements, offerors were to demonstrate any additional benefits to the City that an offeror could provide and that were not expressly discussed in the RFP. *See Exhibit 1*, RFP, at RFP0045. The RFP also provided that, even though Technical Proposals and Added Value & Enhancements were separate scoring criteria, offerors were to incorporate their Added Value & Enhancements into their Technical Proposals. *See Exhibit 1*, RFP, at RFP0026.

The Evaluation/Selection Committee was not to score cost proposals: “With the exception of the Financial Proposal, the selection committee will evaluate and score proposals to each evaluation criteria.” *See Exhibit 1*, RFP, at RFP0045. Instead, the RFP provided a mathematical formula by which costs would be scored:  $(\text{Lowest Price}/\text{Offeror's Price}) \times \text{Maximum Number of Points} = \text{Score}$ . Thus, if the lowest price was \$100, and Offeror B's price was \$150, and the maximum number of points was 30, Offeror B's Price Score was 20 points.<sup>2</sup> *See Exhibit 1*, RFP, at RFP0045-RFP0046.

---

<sup>2</sup>  $(100/150) \times 30 = 20$ .

## **II. Proposals & Scoring**

SWS submitted a responsive proposal and was determined to be a responsible offeror, and was the second-ranked offeror in this procurement behind Waste Management. *See Exhibit 2, Final Ranking.* A true and correct copy of SWS's proposal is attached hereto as **Exhibit 3**, and a true and correct copy of Waste Management's proposal is attached hereto as **Exhibit 4**. Notwithstanding the additional services that SWS offered the City, three out of the four members of the Evaluation/Selection Committee, Hal Beard, Michael Carter, and Russ Ketchem, assigned SWS zero points for the Added Value & Enhancements category. *See Exhibit 2.* Additionally, Michael Carter assigned SWS only 10 points for its Technical Proposal, even though the other evaluators gave SWS scores ranging from 18 to 22 points for this category. A review of the Final Rankings shows that Mr. Carter appears to have arbitrarily chosen to assign scores to everyone in five-point increments. Furthermore, Claudia McMahon only gave SWS 12 points for the Qualifications and References category, notwithstanding that SWS is as qualified or more qualified than Waste Management to perform the services described in the RFP.

The City's scoring of Financial Proposals was clearly erroneous because they are mathematically impossible. As stated above, offerors were to be given one score each for three options on residential with a maximum of 30 points each, and up to 15 points for their commercial proposals. One offeror, FCC, received overall scores of 39.8 for Option 1, 41.2 for Option 2, and 40.3 for Option 3. A true and correct copy of FCC's Proposal is attached hereto as **Exhibit 5**. However, FCC's are not mathematically possible based on the ground rules of the RFP outlined at RFP0045-RFP0046:

**Option 1**

	<b>SWS</b>	<b>Waste Management<sup>3</sup></b>	<b>FCC</b>
<b>Total Monthly Residential Price</b>	\$370,252.05	\$409,411.54	\$542,479.57
<b>Points for Residential</b>	30	27.1	20.5
<b>Maximum Possible Points for Residential and Commercial</b>	45	42.1	35.5
<b>Points Actually Awarded for Residential and Commercial</b>	38.2	36.2	<b>39.8</b>

**Option 2**

	<b>SWS</b>	<b>Waste Management</b>	<b>FCC</b>
<b>Total Monthly Residential Price</b>	\$398,090.55	\$372,293.54	\$533,200.07
<b>Points for Residential</b>	28.1	30	20.9
<b>Maximum Possible Points for Residential and Commercial</b>	43.1	45	35.9
<b>Points Actually Awarded for Residential and Commercial</b>	38.2	38.8	<b>41.2</b>

**Option 3**

	<b>SWS</b>	<b>Waste Management</b>	<b>FCC</b>
<b>Total Monthly Residential Price</b>	\$368,396.15	\$353,734.54	\$527,632.37
<b>Points for Residential</b>	28.8	30	20.1
<b>Maximum Possible Points for Residential and Commercial</b>	43.8	45	35.1
<b>Points Actually Awarded for Residential and Commercial</b>	38.2	38.8	<b>40.3</b>

**III. Standing & Timeliness**

The Selection/Evaluation Committee created its final ranking, attached hereto as **Exhibit 2**, on Friday, February 20, 2015 (or it was first provided to SWS on that date). Because this protest is being hand delivered to the City's General Services Director prior to 5:00 p.m., on

<sup>3</sup> SWS and Waste Management were the low bidders on all three residential options.

Wednesday, February 25, 2015, it is timely filed pursuant to 13 G.S.P.M. § B.1. **Because this protest is timely filed, SWS is entitled to and demands that the award to Waste Management be stayed during the pendency of this protest pursuant to 13 G.S.P.M § C.** SWS is a responsible and responsive offeror in this procurement, and was the second-ranked offeror behind Waste Management. But for the City's wrongful evaluation of proposals, SWS would have been awarded a contract. Therefore, SWS is an interested party with standing to protest.

#### **IV. The City's Evaluation of Proposals Was Improper**

Florida's competitive procurement laws have been enacted for the protection of the public. While a public authority has wide discretion in awarding contracts for public works such discretion must always be exercised within the limits set out by a solicitation's defined criteria, and failure to do so is arbitrary and capricious. *City of Sweetwater v. Solo Constr. Corp.*, 823 So. 2d 798, 801-02 (Fla. 3d DCA 2002) (*aff'g* trial court order sustaining judicial bid protest where city's evaluations and award decision deviated from the terms of the solicitation); *State Dep't of Lottery v. Gtech Corp.*, 816 So. 2d 648, 652-53 (Fla. 1st DCA 2001) (*aff'g* trial court ruling sustaining bid protest, agency's evaluation of proposals deviated from criteria in solicitation, offerors were entitled to rely on the RFP process); *Emerald Corr. Mgmt. v. Bay Cnty. Bd. of Cnty. Comm'rs*, 955 So. 2d 647, 653 (Fla. 1st DCA 2007) (*rev'g* dismissal of protest alleging that agency failed to comply with terms of the RFP, if the allegations were true, agency acted arbitrarily). As explained above, the City's evaluations of SWS's non-cost proposal evaluated in an arbitrary and capricious manner, resulting in irrationally low scores.

In particular, the City scored SWS's Technical Proposal 68 points and scored Waste Management's 92 points, even though they were essentially the same. Unequal treatment of

offerors is arbitrary, capricious, and contrary to competition. *Marriott Corp. v. Metro. Dade Cnty.*, 383 So. 2d 662, 668 (Fla. 3d DCA 1980) (rev'g lower court ruling in favor of government, it was improper for government to afford one offeror an opportunity to establish that it was "local" without affording competitor the same opportunity); *James Hinson Elec. Contracting Co., Inc. v. Dep't of Transp.*, DOAH Case No. 13-0685BID ¶¶ 46-51, 2013 WL 3242970, at \*8-9 (Fla. Div. Admin. Hrgs. June 21, 2013) (protest sustained where offeror was unequally treated during procurement process, disparate treatment of offerors is contrary to competition). It is also worth noting that Michael Carter, the evaluator who scored SWS 10 points for this category, assigned Waste Management the maximum of 25 points. See **Exhibit 2**, Final Ranking. Furthermore, Hal Beard, Michael Carter, and Russ Ketchem could only have given SWS scores of zero for Added Value & Enhancements by completely failing to evaluate SWS's proposal for that criterion, even though it was required by the RFP. *Sweetwater*, 823 So. 2d at 801-02; *Gtech Corp.*, 816 So. 2d at 652-53. SWS would have won the contract had the City properly evaluated its proposal.

Finally, the City evaluated offerors' cost proposals in a manner that was clearly erroneous, as demonstrated by the fact that mathematically impossible scores have been assigned. Because the City evaluated cost proposals in a manner that is inconsistent with the terms of the RFP, the award to Waste Management must be overturned. *Sweetwater*, 823 So. 2d at 801-02; *Gtech Corp.*, 816 So. 2d at 652-53.

#### **V. Request for Public Records**

SWS requests that the City produce, in electronic format, any and all documents, communications, and recordings that relate in any way to the RFP, including but not limited to,

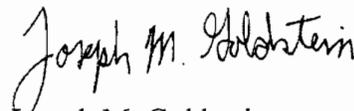
all notes, memoranda, proposals, emails, recordings and/or minutes of meetings, and score sheets. This public records request does not include the proposals of SWS, Waste Management, and FCC, which are already in SWS's possession.

**VI. Request for Relief**

SWS requests that the City terminate the award to Waste Management and award SWS a contract as the best-value offeror under the RFP. In the alternative, SWS requests the City to reevaluate proposals in a manner that is consistent with the terms of the RFP.

Sincerely,

Shutts & Bowen LLP



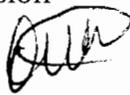
Joseph M. Goldstein

cc w/o exhibits: Gordon Linn, *City Attorney* ([gordon.linn@copbfl.com](mailto:gordon.linn@copbfl.com))

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## MEMORANDUM

TO: City of Pompano Beach Commission

VIA: Dennis Beach, City Manager   
Robert McCaughan, Director Public Works 

FROM: Russell Ketchem, Solid Waste Manager 

DATE: 25 February 2015

SUBJECT: Solid Waste Collection RFP T-05-15 Outcome and Recommendations

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The City of Pompano Beach (City) retained Kessler Consulting, Inc. (KCI) to assist in the assessment of the City's solid waste and recycling services, and provide options and recommendations for the City's future solid waste program. Another directive to KCI was to assist in providing solutions to the solid waste "blight", such as large amounts of trash curbside for days at a time, illegal dumping in vacant lots, and excessive litter. KCI provided a report in August 2013 that reviewed and provided recommendations to the City's solid waste system based on the evaluation of industry trends and the applicability of those trends in the City's environment.

### Background

The City's existing solid waste collection and disposal services have been under contract with the same service provider since 1974. The current solid waste collection contract has been in effect, with several addendums, for over 28 years. In 2003, the City entered into a separate disposal contract with Reuter Recycling of Florida, now a division of Waste Management (WM). The disposal contract expires on September 15, 2022. In anticipation of the collection contract's expiration, the City made the decision to competitively procure new solid waste collection services (RFP T-05-15) that are aligned with its current solid waste needs and to sync the contract expiration date for both the collection and disposal contracts.

The solid waste industry is moving to automated collection for improved productivity and worker safety. Automated vehicles are equipped with a lifting mechanism designed to

pick up and tip the garbage from a standard sized, durable and weather resistant roll cart. The process is fast and requires only one worker, a driver. The driver can stay in the vehicle, avoiding traffic dangers. Worker injuries are reduced by eliminating the need to lift heavy loads of garbage manually. The roll carts are convenient and safer for the customer, as well. A recent KCI study of cities and counties in Florida with populations over 50,000 found that over 50% (7.1 million) of residents receive automated collection service. Benefits include increases in productivity, customer satisfaction and overall curb appeal.

#### Current

The overall goal was to provide the highest level of service to the residents and commercial sector; combat the of trash curbside for days at a time, illegal dumping in vacant lots, and excessive litter issues; adjust the commercial rates to be more competitive; and increase the overall level of recycling.

The City has completed the procurement process for the collection of solid waste (RFP T-05-15). There were five (5) qualified firms that provided bids in three categories of residential collection. All categories of residential collection included utilization of automated carts and provided for twice per week garbage service and once per week recycling services. The variable for each category was the level of bulk service: twice per week; once per week; or once per month.

The results from the procurement process ranked Waste Management as the number one option for each category.

#### Conclusion and Recommendation

In conclusion, staff is recommending entering into a contract with Waste Management for the collection of solid waste and recycling services for the residential and commercial sectors utilizing option 2.

The materials generated from the residential sector will be collected in automated carts or dumpsters when appropriate. Single family homes will receive a 95-gallon cart for twice per week collection of solid waste; a 65-gallon cart will be provided for recycling materials and serviced once per week; yard waste can be placed into the 95-gallon cart twice per week; bulk service for larger materials will be provided once per week collection at the curb; and Waste Management has offered within their bid an opportunity for all residents the ability to bring additional bulk materials to a transfer station on a designated day at no additional cost. Multifamily dwellings will automatically receive recycling services at the complex at no additional cost. The commercial sector rate structure will be adjusted to better reflect the current marketplace.

Compared to the current solid waste system, the overall savings from this procurement process is approximately \$3,000,000 per year or approximately \$21,000,000 over the life of the contract.

**MINUTES  
SELECTION / EVALUATION COMMITTEE**

**RFP #T-05-15  
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES**

**PURCHASING CONFERENCE ROOM  
9:30 a.m. 2/18/15**

The committee consisted of the following voting members:

Hal Beard, Assistant Public Works Director  
Michael Carter, Streets Operations Manager  
Russell Ketchem, Solid Waste Manager  
Claudia McMahon, Chairman of Recycling and Waste Committee

Non-voting members:

Otis J. Thomas, General Services Director

The meeting was held for presentations from the five firms that had been selected by the Committee at the public meeting held on January 30. This meeting was exempt from the public in accordance with Florida State Statute 286.0113 (2) (b) 1 and 2.

The schedule of presentations was:

9:30 a.m. SWS - Southern Waste Systems  
10:45 a.m. Republic Services of Florida  
12:00 p.m. FCC SA  
2:15 p.m. Waste Management Inc. of Florida  
3:30 p.m. Waste Pro of Florida, Inc.

Each firm was given thirty minutes for their presentations, with a question-and-answer period immediately following. During their presentations, the firms discussed details on hiring practices, safety and training initiatives, and transition strategies. The Committee had specific follow-up questions for each firm.

After the final presentation, the Committee discussed their perception of each presentation and each firm's overall response to the City's project. Committee members scored the firm they considered most qualified to provide the required services to the City. The Committee scored the responses using voting forms containing the evaluation criteria published in the RFP, with the following results:

	<u>Option #1</u>	<u>Option #2</u>	<u>Option #3</u>
1) Waste Management Inc. of Florida	352.8	363.2	361.2
2) SWS - Southern Waste Systems	282.8	282.8	282.8
3) Waste Pro of Florida, Inc.	266.4	272.4	270.4
4) FCC SA	235.2	240.8	237.2
5) Republic Services of Florida	221.4	225.0	221.8

Copies of the voting matrix and scoring sheets are attached to these minutes.

An agenda item will be prepared to present the final ranking to the City Commission for their approval to negotiate a contract with the highest-ranked firm, Waste Management Inc. of Florida, and approval to implement option #2, with additional authorization to negotiate with

succeeding ranked firms should an impasse occur in the negotiations with the recommended firm.

The meeting adjourned at approximately 5:30 p.m.

Analysis Comparison, Ranking 2/18/15, T-05-15 Residential and Commercial Waste Collection Services

	Total Potential Points	FCC SA			Republic Services of Florida			Southern Waste Systems			Waste Management Inc. of Florida			Waste Pro of Florida, Inc		
<b>Committee Member</b>	Potential Points															
<b><u>Hal Beard</u></b>		Opt 1	Opt 2	Opt 3	Opt 1	Opt 2	Opt 3	Opt 1	Opt 2	Opt 3	Opt 1	Opt 2	Opt 3	Opt 1	Opt 2	Opt 3
Qualifications and References	0-20	7.0	7.0	7.0	15.0	15.0	15.0	14.0	14.0	14.0	18.0	18.0	18.0	17.0	17.0	17.0
Technical Proposal	0-25	19.0	19.0	19.0	16.0	16.0	16.0	18.0	18.0	18.0	21.0	21.0	21.0	15.0	15.0	15.0
Financial Proposal	0-45	39.8	41.2	40.3	23.6	24.5	23.7	38.2	38.2	38.2	36.2	38.8	38.3	29.1	30.6	30.1
Added Value & Enhancements	0-10	0.0	0.0	0.0	5.0	5.0	5.0	0.0	0.0	0.0	10.0	10.0	10.0	6.0	6.0	6.0
	Total =	65.8	67.2	66.3	59.6	60.5	59.7	70.2	70.2	70.2	85.2	87.8	87.3	67.1	68.6	68.1
<b>Committee Member</b>	Potential Points															
<b><u>Michael Carter</u></b>																
Qualifications and References	0-20	5.0	5.0	5.0	10.0	10.0	10.0	15.0	15.0	15.0	20.0	20.0	20.0	15.0	15.0	15.0
Technical Proposal	0-25	15.0	15.0	15.0	10.0	10.0	10.0	10.0	10.0	10.0	25.0	25.0	25.0	20.0	20.0	20.0
Financial Proposal	0-45	39.8	41.2	40.3	23.6	24.5	23.7	38.2	38.2	38.2	36.2	38.8	38.3	29.1	30.6	30.1
Added Value & Enhancements	0-10	0.0	0.0	0.0	5.0	5.0	5.0	0.0	0.0	0.0	10.0	10.0	10.0	5.0	5.0	5.0
	Total =	59.8	61.2	60.3	48.6	49.5	48.7	63.2	63.2	63.2	91.2	93.8	93.3	69.1	70.6	70.1

Analysis Comparison, Ranking 2/18/15, T-05-15 Residential and Commercial Waste Collection Services

	Total Potential Points	FCC SA			Republic Services of Florida			Southern Waste Systems			Waste Management Inc. of Florida			Waste Pro of Florida, Inc		
<b>Committee Member</b>	Potential Points															
<b>Russ Ketchem</b>																
Qualifications and References	0-20	14.0	14.0	14.0	18.0	18.0	18.0	17.0	17.0	17.0	20.0	20.0	20.0	19.0	19.0	19.0
Technical Proposal	0-25	16.0	16.0	16.0	22.0	22.0	22.0	22.0	22.0	22.0	23.0	23.0	23.0	21.0	21.0	21.0
Financial Proposal	0-45	39.8	41.2	40.3	23.6	24.5	23.7	38.2	38.2	38.2	36.2	38.8	38.3	29.1	30.6	30.1
Added Value & Enhancements	0-10	0.0	0.0	0.0	2.0	2.0	2.0	0.0	0.0	0.0	10.0	10.0	10.0	5.0	5.0	5.0
	Total =	69.8	71.2	70.3	65.6	66.5	65.7	77.2	77.2	77.2	89.2	91.8	91.3	74.1	75.6	75.1
<b>Committee Member</b>	Potential Points															
<b>Claudia McMahon</b>																
Qualifications and References	0-20	0.0	0.0	0.0	10.0	10.0	10.0	12.0	12.0	12.0	19.0	19.0	19.0	10.0	10.0	10.0
Technical Proposal	0-25	0.0	0.0	0.0	14.0	14.0	14.0	18.0	18.0	18.0	23.0	23.0	23.0	14.0	14.0	14.0
Financial Proposal	0-45	39.8	41.2	40.3	23.6	24.5	23.7	38.2	38.2	38.2	36.2	38.8	38.3	29.1	30.6	30.1
Added Value & Enhancements	0-10	0.0	0.0	0.0	0.0	0.0	0.0	4.0	4.0	4.0	9.0	9.0	9.0	3.0	3.0	3.0
	Total =	39.8	41.2	40.3	47.6	48.5	47.7	72.2	72.2	72.2	87.2	89.8	89.3	56.1	57.6	57.1

Analysis Comparison, Ranking 2/18/15, T-05-15 Residential and Commercial Waste Collection Services

	Total Potential Points	FCC SA			Republic Services of Florida			Southern Waste Systems			Waste Management Inc. of Florida			Waste Pro of Florida, Inc		
<b>Committee Members (Average)</b>																
Qualifications and References	0-20	6.5	6.5	6.5	13.3	13.3	13.3	14.5	14.5	14.5	19.3	19.3	19.3	15.3	15.3	15.3
Technical Proposal	0-25	12.5	12.5	12.5	15.5	15.5	15.5	17.0	17.0	17.0	23.0	23.0	23.0	17.5	17.5	17.5
Financial Proposal	0-45	39.8	41.2	40.3	23.6	24.5	23.7	38.2	38.2	38.2	36.2	38.8	38.3	29.1	30.6	30.1
Added Value & Enhancements	0-10	0.0	0.0	0.0	3.0	3.0	3.0	1.0	1.0	1.0	9.8	9.8	9.8	4.8	4.8	4.8
	<b>Ave Score =</b>	<b>58.8</b>	<b>60.2</b>	<b>59.3</b>	<b>55.4</b>	<b>56.3</b>	<b>55.5</b>	<b>70.7</b>	<b>70.7</b>	<b>70.7</b>	<b>88.2</b>	<b>90.8</b>	<b>90.3</b>	<b>66.6</b>	<b>68.1</b>	<b>67.6</b>
<b>Committee Members (Total)</b>																
Qualifications and References	0-80	26.0	26.0	26.0	53.0	53.0	53.0	58.0	58.0	58.0	77.0	77.0	77.0	61.0	61.0	61.0
Technical Proposal	0-100	50.0	50.0	50.0	62.0	62.0	62.0	68.0	68.0	68.0	92.0	92.0	92.0	70.0	70.0	70.0
Financial Proposal	0-180	159.2	164.8	161.2	94.4	98.0	94.8	152.8	152.8	152.8	144.8	155.2	153.2	116.4	122.4	120.4
Added Value & Enhancements	0-40	0.0	0.0	0.0	12.0	12.0	12.0	4.0	4.0	4.0	39.0	39.0	39.0	19.0	19.0	19.0
	<b>Grand Total=</b>	<b>235.2</b>	<b>240.8</b>	<b>237.2</b>	<b>221.4</b>	<b>225.0</b>	<b>221.8</b>	<b>282.8</b>	<b>282.8</b>	<b>282.8</b>	<b>352.8</b>	<b>363.2</b>	<b>361.2</b>	<b>266.4</b>	<b>272.4</b>	<b>270.4</b>
	<b>Ranking</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>3</b>

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: FCC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	7
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	19
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	1      2      3 39.8   41.2   40.3
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0
<b>Total</b>	<b>0-100</b>	

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

No experience in the State Of Florida or office location in area.

No references in the United States.

Limited technical and transitional information

No added value above CNG and standard items already in place.

Harold Beard  
Signature of Evaluator

2/18/15  
Date

HAROLD BEARD  
Printed Name

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Republic Services

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	15
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	16
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	1      2      3 23.6   24.5   23.7
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	5
<b>Total</b>	<b>0-100</b>	

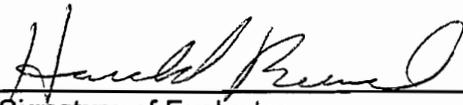
List the reasons for this evaluation (justify the rating/scoring):

Good solid waste collection experience in the State of Florida. Good references and understanding of the scope of project and equipment needed.

2.25 billion Line of Credit, large organization and staff.

Good overall approach

Very good added value with community grants and rewards program.


2/18/15
HAROLD BEARD

Signature of Evaluator                      Date                      Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: SWS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	14
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	18
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	1      2      3 38.2   38.2   38.2
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0
<b>Total</b>	<b>0-100</b>	

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

Florida based company with local experience.

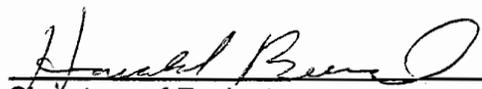
Qualifications are limited and primarily based on one employee and not company.

Growing company but experience in large transitions is limited.

Basic email reporting system.

Good communication with collection trucks.

No added value.


2/18/15
HAROLD BEARIZ  
 Signature of Evaluator                      Date                      Printed Name

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: **Waste Management**

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	18
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	21
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	1      2      3 36.2   38.8   38.3
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	10
<b>Total</b>	<b>0-100</b>	

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

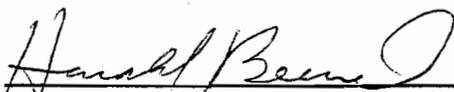
Very qualified and a local Pompano business.

Extensive knowledge of Pompano collection requirements.

2.25 billion Line of Credit, large organization and staff.

Good overall approach

Best submitted added value. Resident use of transfer station is exceptional and community scholarship program is great for the kids.

  
Signature of Evaluator

2/18/15  
Date

HAROLD BEARD  
Printed Name

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: **Waste Pro**

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	17
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	15
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	$\frac{1}{29.1}$ $\frac{2}{30.6}$ $\frac{3}{30.1}$
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	6
<b>Total</b>	<b>0-100</b>	

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

Florida based company with state wide experience.

Key milestones are TBD and no timeline for implementation.

Well done brochure and information flier.

Limited added value.

Harold Beard      2/18/15      HAROLD BEARD  
 Signature of Evaluator      Date      Printed Name

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: FCC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	5
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	15
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	$\frac{1}{39.8}$ $\frac{2}{41.2}$ $\frac{3}{40.3}$
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0
<b>Total</b>	<b>0-100</b>	

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

*No Comment, Scoring was Based on the Material given*

*Michael B Carter*  
Signature of Evaluator

*2/18/2015*  
Date

*Michael B Carter*  
Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Republic

Criteria	Point Range	Score
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	10
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	10
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	$\frac{1}{23.6}$ $\frac{2}{24.5}$ $\frac{3}{23.7}$
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	5
<b>Total</b>	<b>0-100</b>	

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

No Comment, Scoring was Based on the  
Material given

Michael B Carter  
 Signature of Evaluator

2/18/2015  
 Date

Michael B Carter  
 Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: SWS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	15
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	10
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	$\frac{1}{38.2} \quad \frac{2}{38.2} \quad \frac{3}{38.2}$
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0
<b>Total</b>	<b>0-100</b>	

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

*No Comment, Scoring was Based on the material given.*

*Michael B Carter*  
 Signature of Evaluator

2/18/2015  
 Date

Michael B Carter  
 Printed Name

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Waste Management

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	20
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	25
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	$\frac{1}{36.2} \quad \frac{2}{38.8} \quad \frac{3}{38.3}$
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	10
<b>Total</b>	<b>0-100</b>	

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

The qualifier is based on the method  
was given. a good experience company

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Michael B Carter      2/18/2015      Michael B Carter  
 Signature of Evaluator      Date      Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Waste Pro

Criteria	Point Range	Score
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	15
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	20
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	$\frac{1}{29.1}$ $\frac{2}{30.6}$ $\frac{3}{30.1}$
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	5
<b>Total</b>	<b>0-100</b>	

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

Base on the material pricing

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Michael B Carter  
Signature of Evaluator

2/18/2015  
Date

Michael B Carter  
Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: FCC

Criteria	Point Range	Score						
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	14						
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	16						
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	<table border="0"> <tr> <td>#1</td> <td>#2</td> <td>#3</td> </tr> <tr> <td><u>39.8</u></td> <td><u>41.2</u></td> <td><u>40.3</u></td> </tr> </table>	#1	#2	#3	<u>39.8</u>	<u>41.2</u>	<u>40.3</u>
#1	#2	#3						
<u>39.8</u>	<u>41.2</u>	<u>40.3</u>						
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0						
<b>Total</b>	<b>0-100</b>							

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

- GREAT CONCERNS OVER FCC NOT HAVING ANY US OPERATIONS. VERY LARGE PRESENCE IN UK.
- WOULD BE A COMPLETE START UP COMPANY. NO LOCATION, NO EMPLOYEES, NO RESOURCES
- NO VALUE ADDED
- NOT FAMILIAR WITH PONPANO BEACH

  
 Signature of Evaluator

18 Feb 2015  
 Date

RUSSELL KETCHUM  
 Printed Name

EVALUATION CRITERIA

RFP T-05-15 - RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: REPUBLIC

Criteria	Point Range	Score
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	18
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	22
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	#1 23.6 #2 24.5 #3 23.7 ----- 23.7
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	2
<b>Total</b>	<b>0-100</b>	

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

- Large Company Has \$ Resources  
 - Pricing Very High.

  
 Signature of Evaluator

18 Feb '15  
 Date

Russell Ketchum  
 Printed Name

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: SWS

Criteria	Point Range	Score
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	17
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	22
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	#1 $\frac{38.2}{38.2}$ #2 $\frac{38.2}{38.2}$ #3 $\frac{38.2}{38.2}$
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0
<b>Total</b>	<b>0-100</b>	

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

- Company Qualified Based On JOHN CASAGRANDE Based On NMMI Work All w/exception of current SWA contract, were expired. Minimal Municipal exposure to company.
- HAVE CONCERNS OVER NEWLY AWARDED DELRAY BEACH CONTRACT.
- NO ADDED VALUE IN PROPOSAL - FAMILIAR W/ DELRAY BEACH
- CONCERNS OVER PRICING FLUCTUATIONS IN PROPOSALS. - OVERALL GOOD COMPANY - GREAT PRESENTATION

[Signature]  
Signature of Evaluator

18 Feb 2018  
Date

RUSSELL KETCHEN  
Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Waste Management

Criteria	Point Range	Score						
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	20						
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	23						
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	<table border="0"> <tr> <td>#1</td> <td>#2</td> <td>#3</td> </tr> <tr> <td>36.2</td> <td>38.2</td> <td>38.3</td> </tr> </table>	#1	#2	#3	36.2	38.2	38.3
#1	#2	#3						
36.2	38.2	38.3						
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	10						
<b>Total</b>	<b>0-100</b>							

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

- Minimal Transition Impact to Residential & Commercial Sectors.
- Great Added Value - Spends Much \$ in Community
- Knows City - Very Good Safety Program
- Large Company with Resources (Staff & \$)
- Able to Quickly Transition

[Signature]  
Signature of Evaluator

18 Feb. '15  
Date

RUSSELL KETCHUM  
Printed Name

EVALUATION CRITERIA  
 RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: WASTE PRO

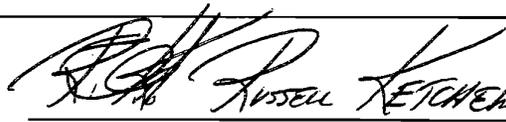
Criteria	Point Range	Score
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	19
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	21
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	#1 29.1 #2 30.6 #3 30.1
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	5
<b>Total</b>	<b>0-100</b>	

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

- No Time Line for Implementation
- Negative Comments from Coral Springs
- Great Roll Out Paperwork

  
 Signature of Evaluator

18 Feb '15  
 Date

  
 RUSSELL KETCHUM  
 Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: FCC

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>						
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	0						
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	0						
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	<table border="1"> <tr> <td>#1</td> <td>#2</td> <td>#3</td> </tr> <tr> <td>39.8</td> <td>41.2</td> <td>40.3</td> </tr> </table>	#1	#2	#3	39.8	41.2	40.3
#1	#2	#3						
39.8	41.2	40.3						
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0						
<b>Total</b>	<b>0-100</b>							

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

No experience especially in USA  
Good company for huge cleanups that is  
a plus  
But not good experience for trash + recycling  
in Pompano Beach

Claudia McMahon      2/18/15      CLAUDIA MCMAHON  
 Signature of Evaluator      Date      Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Republic

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>						
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	10						
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	14						
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>#1</td> <td>#2</td> <td>#3</td> </tr> <tr> <td>23.6</td> <td>24.5</td> <td>23.5</td> </tr> </table>	#1	#2	#3	23.6	24.5	23.5
#1	#2	#3						
23.6	24.5	23.5						
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	0						
<b>Total</b>	<b>0-100</b>							

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

Fair presentation + representation

Poor references

No added value

Claudia McMahon      2/18/15  
 Signature of Evaluator      Date

CLAUDIA MCMAHON  
 Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: SWS

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>						
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	12						
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	18						
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45	<table border="1"> <thead> <tr> <th>#1</th> <th>#2</th> <th>#3</th> </tr> </thead> <tbody> <tr> <td>38.2</td> <td>38.2</td> <td>38.2</td> </tr> </tbody> </table>	#1	#2	#3	38.2	38.2	38.2
#1	#2	#3						
38.2	38.2	38.2						
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	4						
<b>Total</b>	<b>0-100</b>							

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

Excellent presentation; seemed caring + knowledgeable  
Concern for nearby city contact recently  
Weak references

Claudia McMahon 2/18/15 CLAUDIA MCMAHON  
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA  
RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Waste Management

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>						
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	19						
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	23						
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">#1</td> <td style="text-align: center;">#2</td> <td style="text-align: center;">#3</td> </tr> <tr> <td style="text-align: center;">36.2</td> <td style="text-align: center;">38.8</td> <td style="text-align: center;">38.3</td> </tr> </table>	#1	#2	#3	36.2	38.8	38.3
#1	#2	#3						
36.2	38.8	38.3						
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	9						
<b>Total</b>	<b>0-100</b>							

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

Huge amount of added value  
Recognized company by Pompano Beach  
Experienced company since 1974 serving Pompano  
Transition for public awareness seems great

Claudia McMahon 2/18/15  
 Signature of Evaluator Date

CLAUDIA MCMAHON  
 Printed Name

EVALUATION CRITERIA

RFP T-05-15 – RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

VENDOR NAME: Waste Pro

<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
<b>1. Qualifications and References</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20	10
<b>2. Technical Proposal (Resources and Methodology)</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25	14
<b>3. Financial Proposal</b> <ul style="list-style-type: none"> <li>Residential 0-30 points</li> <li>Commercial 0-15 points</li> </ul>	0-45 #1   #2   #3 <hr/> 29.1   30.6   30.1	
<b>4. Added Value &amp; Enhancements</b> Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10	3
<b>Total</b>	<b>0-100</b>	

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

Not enough references

Good transition flyers.

1 - added value w/ recycle bank - wear

Claudia McMahon  
Signature of Evaluator

2/18/15  
Date

CLAUDIA MCMAHON  
Printed Name

**MINUTES  
SELECTION / EVALUATION COMMITTEE**

**RFP #T-05-15  
RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES**

**PURCHASING CONFERENCE ROOM  
10:05 a.m. 1/30/15**

The committee consisted of the following voting members:

Hal Beard, Assistant Public Works Director  
Michael Carter, Streets Operations Manager  
Russell Ketchem, Solid Waste Manager  
Claudia McMahon, Chairman of Recycling and Waste Committee

Non-voting member:

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 exclusive franchised residential recycling and solid waste collection and commercial solid waste collection services. This meeting was posted as a "Public Meeting" both at City Hall and at the Purchasing Division office, and on the City's website. Five firms submitted responses to the City's Request for Proposals. Russell Ketchem 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. The Committee reviewed the results, and decided to request presentations from all five firms. The Committee decided that they would forego scoring the proposals until after presentations.

The Committee agreed each firm should be given identical issues to address in their presentation including details on hiring practices, safety and training initiatives, and transition strategies with the discussion points to be confirmed via email to the General Services Director. Up to thirty minutes will be allowed for each presentation, with thirty minutes scheduled for questions from the Committee. The meeting will be scheduled for a future date to be determined based upon availability of the Committee members. The following firms will be invited to make presentations for RFP T-05-15:

- 1) FCC SA
- 2) Republic Services of Florida
- 3) SWS - Southern Waste Systems
- 4) Waste Management Inc. of Florida
- 5) Waste Pro of Florida, Inc.

The meeting adjourned at approximately 11:05 a.m.

CITY OF POMPANO BEACH

RESPONSES

RFP T-05-15

Residential and Commercial Waste Collection Services

12/18/2014

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
FCC SA	1610 Woodstead Ct	The Woodlands, TX 77380
Republic Services of Florida	751 NW 31st Avenue	Lauderhill, FL 33311
SWS - Southern Waste Systems	2380 College Avenue	Davie, FL 33317
Waste Management Inc. of Florida	2700 Wiles Road	Pompano Beach, FL 33073
Waste Pro of Florida, Inc	3100 NW 16th Terrace	Pompano Beach, FL 33064



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
T-05-15**

**RESIDENTIAL AND COMMERCIAL SOLID WASTE  
COLLECTION SERVICES**

**MANDATORY PRE-PROPOSAL MEETING: NOVEMBER 12, 2014, 10:00 A.M.  
CITY COMMISSION CHAMBERS  
100 WEST ATLANTIC BOULEVARD  
POMPANO BEACH, FLORIDA, 33060**

**RFP OPENING: DECEMBER 11, 2014, 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

October 24, 2014

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

T-05-15

RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES

The City of Pompano Beach (City) is seeking proposals from qualified firms to provide exclusive franchised residential recycling and solid waste collection and commercial solid waste collection services to the City according to the provisions of this Request for Proposal (RFP) and draft Franchise Agreement provided in Attachment A.

**Mandatory Pre-proposal Meeting**

The City of Pompano Beach will convene a mandatory pre-proposal meeting of recipients of this Request for Proposal (RFP) on **November 12, 2014, beginning at 10:00 a.m.** at City Commission Chambers, 100 West Atlantic Blvd, Pompano Beach, Florida 33060. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

The City will receive sealed proposals until **2:00 p.m. (local), December 11, 2014,** in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

**Procurement Schedule**

The following schedule will be followed for this RFP:

RFP Issued:	10/24/2014
Pre-Proposal Meeting:	11/12/2014
Deadline for Questions:	12/04/2014
RFP Opening:	12/11/2014
Evaluation of Proposals (estimated)	12/19/2014
Evaluation of Presentations (estimated if required)	01/08/2015
Commission Approval of Highest Ranked Firm	01/27/2015

**Introduction**

The City's Solid Waste and Recycling Division is seeking proposals to provide Residential Recycling and Solid Waste Collection and Commercial Solid Waste Collection Services. The City is requesting pricing for three (3) different service options for Residential Collection Services as outlined herein. Selection of which service option to implement will be determined by the City Commission, which is a policy decision and not necessarily determined by price.

The City will enter into an Agreement with a single vendor to provide services described in this Request for Proposal (RFP) and draft Franchise Agreement provided in

Attachment A. The Franchise Collector will be responsible for the complete delivery of the required services.

Definitions used in this RFP are as defined in Attachment A, Draft Franchise Agreement.

**1. Scope Of Services**

All terms used herein are defined in the draft Franchise Agreement provided in Attachment A. Proposers are responsible for performing due diligence in preparing submittals, including reading and reviewing the draft Franchise Agreement for the scope of services required by the City. Failure to do so will in no manner relieve the Proposer from furnishing materials or services that may be required to carry out and complete the Agreement. Proposers are expected to prepare submittals based on their professional industry knowledge and experience.

Provided below is a summary of services to be provided by the Selected Proposer; however, Proposers are responsible for thoroughly reading and reviewing all services, requirements, terms, and conditions detailed in the draft Franchise Agreement provided in Attachment A. This draft Franchise Agreement shall be taken into consideration when preparing the Technical Proposal and Financial Proposal.

**2. Tasks/Deliverables**

Pompano Beach is located in Broward County, Florida along the Atlantic Ocean north of the City of Ft. Lauderdale. The City contains 24.0 square miles of land and had an estimated population of 103,189 in 2013. The City desires to competitively procure solid waste and recyclables collection services that are aligned with its current and future solid waste management needs.

The City has contracted with Waste Management, Inc. (WM) for collection services since 1974. The existing collection contract has been in effect, with several addendums, for over 29 years, and will terminate upon the execution of this new agreement. The City's collection services provide for an exclusive right and responsibility to collect and transport residential and commercial solid waste in the City.

City Residential Customers currently receive the following services, which will change depending on the service option selected.

- Garbage: Twice per week curbside collection of two resident-provided 32-gallon containers or bags weighing no more than 60 pounds each.
- Recycling: Once per week curbside collection of single stream recyclables with a City-provided 18-gallon bin. The City's program recyclables currently include newspaper, magazines, phonebooks, aluminum beverage cans, steel and bi-metal food/beverage cans, glass bottles and jars, plastic containers #1, #2, and #3 with opening not larger than base.
- Yard Waste: Yard waste is not segregated and is commingled with garbage or bulk waste and is collected twice per week.

- Bulk Waste: Twice per week curbside service without limit.

Provided below are the quantities of garbage, recyclable materials, and bulk waste collected from residential customers.

Type of Waste	Total Tonnage 12/12 – 11/13
Garbage	27,635.14
Recyclable Materials	3,328.67
Bulk Waste	21,310.73

The following numbers of customers were invoiced for residential collection service or multi-family collection service receiving residential-type service in December 2013. The actual number of customers may vary.

Type of Residence	Number of Customers (December 2013)
Single-Family	15,878
Duplex	1,843
Triplex	838
Multi-Family	5,307
Total	23,866

The following chart represents the number of multi-family containers with non-compacted (Includes carts) service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Non-Compacted (Including Carts) Weekly Service Level						
	1	2	3	4	5	6	Extra Pickup
96-Gallon Cart	-	57					1
1	-	1	2	-	-	-	-
2	-	76	17	5	-	-	-
3	8	65	24	10	-	3	1
4	24	176	103	12	1	4	1
6	3	21	11	3	-	-	-
8	-	7	2	-	-	-	-

The following chart represents the number of multi-family containers with compacted service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Compacted Weekly Service Level						
	1	2	3	4	5	6	Extra Pickup
2	17	3	-	-	-	-	-
3	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-
6	-	-	-	-	-	-	-
8	-	-	-	-	-	-	-

The City currently has approximately 285 residences (single family, duplex, triplex or multifamily dwellings) with in-ground waste receptacles. The in-ground waste receptacles require manual collection service and range in size from 28 to 32 gallon.

However, the Successful Proposer will assist the City in determining an appropriate alternative collection solution to transition from in-ground waste receptacles. Attachment B contains a list of addresses or subdivisions utilizing in-ground receptacles.

The City has approximately 2,161 businesses that require Commercial Collection Services. Attachment C contains a list of Commercial Customers including the type of service provided (container size and collection frequency). The information in Attachment C was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Provided below are the quantities of commercial and multi-family garbage and roll off waste collected.

Type of Waste	Total Tonnage 12/12 – 11/13
Commercial & Multi-Family Solid Waste	38,588.54
Roll Offs	16,498.35

The following chart represents the number of commercial containers utilizing non-compacted (Includes carts) service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Non-Compacted (Including Carts) Weekly Service Level						
	1	2	3	4	5	6	Extra Pickup
96-Gallon Cart	22	378					1
1	167	15	4	-	-	-	-
2	353	119	33	4	9	1	1
3	83	53	25	2	2	1	1
4	181	118	58	7	8	3	1
6	58	39	16	5	5	1	1
8	29	30	17	2	3	-	-

The following chart represents the number of commercial containers utilizing compacted service. The information was provided by the current collection contractor and has not been vetted by the City. The City makes no guarantee as to the total number of customers that will be serviced.

Cubic Yard Container Size	Compacted Weekly Service Level						
	1	2	3	4	5	6	Extra Pickup
2	6	4	2	-	-	-	-
3	-	-	-	-	-	-	-
4	1	-	-	-	-	-	-
6	1	1	-	1	-	-	-
8	-	-	-	-	-	-	-

The City's current Disposal Agreement is with Reuter Recycling of Florida, Inc. (Reuter), a division of Waste Management. The Disposal Agreement requires the City to direct its designated hauler to deliver all Solid Waste to Monarch Hill, located at 2700 Wiles Road, Pompano Beach and all Program Recyclables to WM Recycle America L.L.C. located at 20701 Pembroke Road, Pembroke Pines. The Franchise Collector will be responsible for both hauling and applicable disposal and processing tip fees for residential Solid Waste and Program Recyclables as per the Disposal Agreement. At its sole discretion, the City may remove the obligation for the Franchise Collector to directly pay for applicable disposal and processing tip fees for residential Solid Waste and Program Recyclables. This transition would occur with a minimum of 60 days notice to the hauler. Successful Proposer will be responsible for disposal costs from the commercial sector as per the Disposal Agreement. Current tip fee is \$78.46 for garbage and trash; there is no tip fee on residential program recyclables. This disposal fee is adjusted annually effective October 1.

The Franchise Collector will be required to provide the City reports as identified within the draft Franchise Agreement provided in Attachment A, Article 13.

**Residential Collection Services**

The Franchise Collector will be granted the exclusive right and responsibility to collect residential solid waste, program recyclables, yard waste, and bulk waste

within the service area and deliver the collected materials to the City's designated facility(s).

The City is requesting pricing for three (3) different residential collection service options. Proposers must submit prices for all three (3) service options. Pricing shall reflect the cost for the standard level of service presented in each service option. The tables below summarize the residential collection service required for each service option.

**Residential Collection Service Option #1 (SO#1): 2-1-0-2 Automated**

Type of Service	Level of Service
Garbage	Twice weekly automated collection in Franchise Collector-provided ninety-five (95) gallon Roll Carts.
Program Recyclables	Once weekly automated collection in Franchise Collector-provided sixty-five (65) gallon Roll Carts, collected on the same Day as one of the Garbage collections.
Yard Waste	Yard Waste is commingled with Garbage or Bulk Waste.
Bulk Waste	Twice weekly collection without limit, vegetative materials must be properly prepared in bags/bundles when appropriate. Yard Waste may include stumps, not to exceed fifty (50) pounds each, branches, limbs, and stumps not to exceed four (4) feet in length and six (6) inches in diameter. Four (4) cubic yards is the maximum amount of Bulk Waste allowed per week.

**Residential Collection Service Option #2 (SO#2): 2-1-0-1 Automated**

Type of Service	Level of Service
Garbage	Twice weekly automated collection in Franchise Collector-provided ninety-five (95) gallon Roll Carts.
Program Recyclables	Once weekly automated collection in Franchise Collector-provided sixty-five (65) gallon Roll Carts, collected on the same Day as one of the Garbage collections.
Yard Waste	Yard Waste is commingled with Garbage or Bulk Waste.
Bulk Waste	Once weekly collection without limit, vegetative materials must be properly prepared in bags/bundles when appropriate. Yard Waste may include stumps, not to exceed fifty (50) pounds each, branches, limbs, and stumps not to exceed four (4) feet in length and six (6) inches in diameter. Four (4) cubic yards is the maximum amount of Bulk Waste allowed per week.

**Residential Collection Service Option #3 (SO#3): 2-1-0-M Automated**

Type of Service	Level of Service
Garbage	Twice weekly automated collection in Franchise Collector-provided ninety-five (95) gallon Roll Carts.
Program Recyclables	Once weekly automated collection in Franchise Collector-provided sixty-five (65) gallon Roll Carts, collected on the same Day as one of the Garbage collections.
Yard Waste	Yard Waste is commingled with Garbage or Bulk Waste.
Bulk Waste	Once monthly collection without limit, vegetative materials must be properly prepared in bags/bundles when appropriate. Yard Waste may include stumps, not to exceed fifty (50) pounds each, branches, limbs, and stumps not to exceed four (4) feet in length and six (6) inches in diameter. Ten (10) cubic yards is the maximum amount of Bulk Waste allowed per month.

**Commercial Collection Services**

The Franchise Collector will be granted the exclusive right and responsibility to collect commercial solid waste within the service area and deliver the collected materials to the City's designated facility(s). Although not an exclusive service, Franchise Collector is also required to collect commercial recovered materials upon request.

**Temporary Construction and Demolition (C&D) Roll-Off Container Franchise Fee**

The City is imposing a 12% franchise fee on all temporary C&D roll-off containers at permitted construction sites. This fee is based on gross revenue from receipts, and shall include collection and disposal fees.

<p>Example Fee Calculation to Customer:            \$350 – Flat Rate includes collection and disposal  <u>\$42 - 12% Franchise Fee to City</u>            \$392 – Total Rate to Customer</p>
<p>Example Fee Calculation to City:            \$392 - Total Rate to Customer  <u>Divided by 112%</u>            \$350 – Rate to Franchise Collector (includes collection and disposal)            \$42 – Franchise Fee to City</p>

**Miscellaneous Items**

The Contractor shall produce and distribute, twice per year on a schedule provided by the City to all customers, brochures that specify solid waste services that are provided under this Agreement and the guidelines for collection of solid waste, recyclables, yard waste, white goods and related materials. These brochures will be produced under the direction of and approval by the City. The

City and Contractor's logo or other identifying information may be prominently displayed on these service guidelines.

**3. Term of Contract**

It is the intent of the City to issue a (5) five-year contract with an option to renew the contract for an additional term ending September 30, 2022, under the terms for the work described herein.

**4. 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](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

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

**5. Local Business Program**

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by

business use classification, is posted on the webpage for the Business Tax Receipt Division:  
[http://pompanobeachfl.gov/pages/department\\_directory/development\\_services/business\\_tax\\_receipt\\_division/pdfs/FAQ\\_sheet\\_BTR.pdf](http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf)

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

## **6. Required Proposal Submittal**

### **Submission/Format Requirements**

Submit one (1) original unbound and eight (8) 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), including an Excel file with the completed Financial Proposal forms. All copies, including electronic, must be identical. Should deviations occur, the signed original submittal shall prevail.

Submittals shall be printed double-sided on paper with at least thirty percent (30%) post-consumer recycled-content. When determining page counts, double-sided pages count as two pages.

Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

#### **Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, eMail address, name of contact person and the date.

#### **Table of Contents:**

Include a clear identification of the material by section and by page.

#### **Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

#### **Tab 1: Qualifications and References**

Proposer shall clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal shall be no more

than thirty (30) pages, not including any financial statements, and at a minimum, shall include the following:

- a) Company Qualifications: Proposer shall demonstrate its qualifications and experience to perform the services specified herein. Corporate Entity shall demonstrate that it has at least five (5) years of experience providing solid waste collection service of a comparable sized city of 20,000 curbside residential accounts and 2,000 commercial accounts.
- b) Licenses: In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.
- c) Personnel Qualifications and Resumes: Proposer shall demonstrate its key personnel have at least five (5) years of experience providing the services similar to those requested herein. Key personnel include, at a minimum, the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions. Please limit resumes to one page each.
- d) Service Performance and References: Proposer shall provide four (4) references, preferably public sector customers, for which the Corporate Entity is or has provided services similar to those required herein. References for services provided in the state of Florida are preferred. Proposer shall provide any additional, relevant information to demonstrate the quality of its services in the space provided on the forms. Please use the reference forms provided on pages 29-32 of this RFP.
- e) Service Transition History: Corporate Entity shall have experience with transitioning into providing residential and commercial collection service by supplanting another provider. Proposer shall provide references for and information on at least two (2) recent transitions with jurisdictions of similar size. References for transitions conducted within the state of Florida, with at least one transitioning from manual to automated collection, are preferred. Please use the transition history forms provided on pages 33-34 of this RFP.
- f) Performance History: Proposer shall document its past performance history by providing a description of all criminal actions against the Corporate Entity pertaining to solid waste services during the last five (5) years. Proposer shall also document all civil actions, losses of service contract, bid bond claims, performance bond claims or liquidated damages related to solid waste services involving one hundred thousand dollars (\$100,000) or more per contract per contract year against the Proposer during the last five (5) years. Performance history may be limited to the state of Florida. However, if Corporate Entity has no existing service history within the state of Florida, then nationwide performance history shall be submitted. Any omissions within this section may be cause for disqualification at the City's discretion.
- g) Financial Capability: Proposer shall document that the Corporate Entity has the financial capability to provide the equipment and resources

needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer shall either indicate the entity that is providing internally-generated funds and document that such funds are available and will be allocated for this purpose; or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the City's satisfaction, the City reserves the right to request additional information.

**Tab 2: Technical Proposal**

Proposer shall clearly and succinctly describe how it will perform the services requested in this RFP and outlined more fully in the draft Franchise Agreement provided in Attachment A. The City is looking for proposals that maintain a high level of customer service while maximizing recycling, efficiency, and cost-effectiveness. This section of the proposal shall be no more than twenty (20) pages and, at a minimum shall include the following information:

- a) Collection Services: Proposer shall explain how it plans to provide Residential Collection Services and Commercial Collection Services as described herein and in the draft Franchise Agreement. At a minimum, Proposers shall describe the primary methods by which Solid Waste, Recyclables, and Bulk Waste will be collected, including level of automation (manual rear load, semi-automated rear or side load, fully-automated side or front load) should automation service be selected for Residential Collection by the City Commission; a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of collection and customer service staff; and how materials would be handled following collection. Proposers shall note collection vehicles must comply with requirements as specified by Article 12.7 of the draft Franchise Agreement, Attachment A. Requirements for each service option shall be identified.
- b) Transition Plan and Customer Service: Proposer shall explain how it would transition into providing these services and how it would maintain customer service and satisfaction throughout the Agreement term. Proposer shall provide a basic transition timeline.
- c) Information Management: The Proposer will provide a web-based platform for submitting and tracking complaints. The City is also requesting GPS trackable reports, upon request, that provide for a "bread crumb" report of vehicle activity. Proposers shall describe in detail how it plans to record, manage, and report information in satisfying reporting requirements. Proposers are encouraged to submit examples of report formats.
- d) Organization: Proposer shall include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer shall identify any

subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.

- e) Exceptions: Proposer shall describe any and all exceptions to the terms and conditions of Attachment A, Draft Franchise Agreement. The material nature, number, and extent of variances taken will be counted against the Proposer when determining proposal responsiveness and in allocating proposal evaluation points.

**Tab 3: Financial Proposal**

The Financial Proposal Forms, Attachment E, are available to the Proposer on [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov). If the Proposer is unable to download the required document, the Proposer may contact the City's Purchasing Department to obtain documents.

The Financial Proposal Forms must be downloaded and completed. There are four (4) worksheets within the file. The worksheets are as follows:

- 1) Residential Services
- 2) Commercial Services
- 3) Ancillary Services
- 4) Roll-off Services

The cost for disposal for Residential Collection Service is included for evaluation purposes only.

The Proposer must complete all required cells on each worksheet. Cells which must be completed have been highlighted in Yellow for convenience. Once the worksheets have been completely filled out with pricing, print a hard copy of each worksheet and include the pages as part of the Financial Proposal (Tab 3) with Proposal submittal documents.

**Tab 4: Required Forms and Submittals Check Off List**

Required forms and submittals include the following:

- 1) RFP Proposal Signature Page (must be completed, signed by an officer of the company and returned).
- 2) RFP pages initialed where indicated.
- 3) Vendor Certification Regarding Scrutinized Companies Lists
- 4) Proposal Bond
- 5) Performance Bond
- 6) Payment Bonds

**Fees & Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses shall be adequately described.

**Proposal Bond:**

Each submittal must be accompanied by the Proposer's money order, cashier's check, certified check, or proposal bond made payable to the City of Pompano Beach in the amount of twenty thousand dollars (\$20,000). This amount will serve as bid surety and will be forfeited to the City as liquidated damages in the event an award is made and the necessary Agreement documents and bonds are not promptly and properly executed as required. All bid surety monies submitted to the City will be held until such time as an Agreement satisfactory to the City has been awarded to a Successful Proposer or the RFP process has otherwise been terminated. At that time, bid surety will be returned all Proposers.

**Payment Bond:**

A payment bond will be required between the Franchise Collector and Waste Management for disposal fees. This bond will equate to 90 days worth of disposal costs. Amount of bond is \$2,250,000.

**Performance Bond:**

A performance bond will be required between the Franchise Collector and City. Amount of bond is \$2,500,000.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**References:**

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

**Litigation:**

Disclose any litigation within the past five (5) years related to your firm's performance.

**City Forms:**

The RFP Proposal Signature Page must be completed, signed and returned. Proposer shall return all RFP pages, initialed where indicated.

**7. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required:

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
  - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
  - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

**LIMITS OF LIABILITY**

Type of Insurance	each occurrence	aggregate
<b>GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE</b>		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
<hr/>		
XX products/completed		
XX operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
XX damage		
<hr/>		
XX independent contractors		
XX personal injury	personal injury	

**AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE**

		bodily injury (each person)		
XX	comprehensive form	bodily injury (each accident)		
XX	owned	property damage		
XX	hired	bodily injury and property damage		
XX	non-owned	combined		

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**REAL & PERSONAL PROPERTY**

     comprehensive form                      Consultant must show proof they have this coverage.

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**EXCESS LIABILITY**

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

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XX **PROFESSIONAL LIABILITY**    \$1,000,000.                      \$1,000,000.  
 \* Policy to be written on a claims made basis

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The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, 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. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

All proposals will be reviewed for completeness and full compliance with the RFP instructions. Proposers must provide pricing for all Collection Services as requested on the Financial Proposal Forms, Attachment D. Incomplete proposals may be deemed unresponsive by the City.

Proposals shall be evaluated by the evaluation committee based on all submittal information and pursuant to the criteria stated in this RFP. The evaluation committee will present its findings to the City Commission. Proposers are prohibited from contacting any member of the selection committee at any time

during the formal solicitation process up to the time of agreement award. Any attempted contact may be grounds for disqualification.

Proposals will be evaluated using the following criteria:

**Qualifications and References – 20 cumulative points**

**Technical Proposal – 25 cumulative points**

**Financial Proposal – 45 cumulative points (Residential–30 pts; Commercial–15 pts)**

**Added Value & Enhancements - 10 cumulative points**

**Scoring Procedures**

With the exception of the Financial Proposal, the selection committee will evaluate and score proposals to each evaluation criteria. The individual scores for each evaluation criteria category will be totaled to obtain an evaluation score for each proposal.

	<u>Criteria</u>	<u>Point Range</u>
<b>1. Qualifications and References</b>	Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
<b>2. Technical Proposal (Resources and Methodology)</b>	Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources	0-25
<b>3. Financial Proposal</b>	<ul style="list-style-type: none"> <li>• Residential 0-30 points</li> <li>• Commercial 0-15 points</li> </ul>	0-45
<b>4. Added Value &amp; Enhancements</b>	Any additional benefit to the City, commercial or residential sectors that has not been requested within this RFP. Overall point distribution will be based from all proposed added value and enhancement submissions.	0-10
<b>Total</b>		<b>0-100</b>

**Financial Proposal Scoring Procedures**

For evaluation purposes, the Financial Proposal points will be calculated based on the total annual value for each sector (residential & commercial) as follows:

The lowest total annual price for each residential service option will receive the maximum thirty (30) points. Financial Proposal points for all other proposals for the same service option(s) will be calculated based on the proportional increase in cost as compared with the lowest total annual price received.

The lowest total annual price for each commercial service option will receive the maximum fifteen (15) points. Financial Proposal points for all other proposals for the same service option will be calculated based on the proportional increase in cost as compared with the lowest total annual price received.

Provided below is an example for residential service (Note: Costs associated are for illustrative purposes only):

- Proposer A: \$1,000,000 = 30 points
- Proposer B: \$1,250,000 =  $(1,000,000/1,250,000) \times 30$  points = 24 points
- Proposer C: \$1,500,000 =  $(1,000,000/1,500,000) \times 30$  points = 20 points

Therefore, each Proposer will have three (3) separate Financial Proposal points calculated, one for each Residential Collection Service option to include the commercial service option.

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 shall 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.

## **9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**16. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**17. Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**18. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach for non-performance upon providing contractor with a least one hundred eighty (180) days prior written notice.

Should either party fail to perform any of its obligations, due to gross negligence, under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party 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.

**19. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**20. 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.

**21. RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, 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.

**22. Standard Provisions**

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any 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.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

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

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the corporation 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 corporation will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices shall 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.

**23. Questions and Communication**

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3<sup>rd</sup> Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email [purchasing@copbfl.com](mailto: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.

**24. 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.

**25. Attachments**

The following documents are posted in Adobe PDF format to the City's website at ([www.pompanobeachfl.gov](http://www.pompanobeachfl.gov)) as Attachments to this RFP.

- 1) Attachment A – Draft Franchise Agreement.pdf
- 2) Attachment B – In-Ground Container Listing.pdf
- 3) Attachment C – Commercial Customer Listing.pdf
- 4) Attachment D – Financial Proposal Forms.pdf

**PROPOSAL SIGNATURE PAGE**  
**RFP T-05-15, RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION**  
**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 \_\_\_\_\_

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name:

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Vendor FEIN:

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Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:

---

Authorized Signature Print Name and Title:

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**STATEMENT OF NO RESPONSE**

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

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

- \_\_\_\_\_ We do not offer this product or an equivalent
- \_\_\_\_\_ Our workload would not permit us to perform
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid
- \_\_\_\_\_ Unable to meet specifications (explain below)
- \_\_\_\_\_ Other (specify below)

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE/TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## SERVICE REFERENCE #1

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
 \_\_\_\_\_

**Residential Collection Service Provided:**

Services Provided <small>(check all that apply)</small>	Type of Service	Number of Units Served	Automated Collection <small>(check all that apply)</small>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

**Commercial Collection Service Provided:**

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided:  YES  NO

Commercial recycling collection provided:  YES  NO

**Technology:**

Is service verification via RFID included in the services provided?  YES  NO

Is asset management included in the service provided?  YES  NO

Other relevant information: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## SERVICE REFERENCE #2

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Residential Collection Service Provided:**

Services Provided <small>(check all that apply)</small>	Type of Service	Number of Units Served	Automated Collection <small>(check all that apply)</small>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

**Commercial Collection Service Provided:**

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided:  YES  NO

Commercial recycling collection provided:  YES  NO

**Technology:**

Is service verification via RFID included in the services provided?  YES  NO

Is asset management included in the service provided?  YES  NO

Other relevant information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SERVICE REFERENCE #3

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: (     )     \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
 \_\_\_\_\_

**Residential Collection Service Provided:**

Services Provided <small>(check all that apply)</small>	Type of Service	Number of Units Served	Automated Collection <small>(check all that apply)</small>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

**Commercial Collection Service Provided:**

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided:      YES      NO

Commercial recycling collection provided:      YES      NO

**Technology:**

Is service verification via RFID included in the services provided?      YES      NO

Is asset management included in the service provided?      YES      NO

Other relevant information: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## SERVICE REFERENCE #4

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Residential Collection Service Provided:**

Services Provided <i>(check all that apply)</i>	Type of Service	Number of Units Served	Automated Collection <i>(check all that apply)</i>	Frequency of Collection		
				1x per week	2x per week	Other
<input type="checkbox"/>	Solid Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Recycling		<input type="checkbox"/>			
<input type="checkbox"/>	Yard Waste		<input type="checkbox"/>			
<input type="checkbox"/>	Bulky Waste		n/a			

**Commercial Collection Service Provided:**

Number of commercial MSW customers \_\_\_\_\_

Roll-off compactor/open top container service provided:  YES  NO

Commercial recycling collection provided:  YES  NO

**Technology:**

Is service verification via RFID included in the services provided?  YES  NO

Is asset management included in the service provided?  YES  NO

Other relevant information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TRANSITION REFERENCE #1**

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

\_\_\_\_\_

Previous Service Provider: \_\_\_\_\_

\_\_\_\_\_

Briefly describe transition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TRANSITION REFERENCE #2

*Proposers shall complete and submit this form in conjunction with any other relevant material.*

Municipality/County: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Contact e-mail: \_\_\_\_\_

Term of Current Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Previous Service Provider: \_\_\_\_\_

Briefly describe transition: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL BOND**

STATE OF FLORIDA )

ss

)

KNOW ALL MEN BY THESE PRESENTS, that we,

\_\_\_\_\_

\_\_\_\_\_ as  
principal, and

\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ ) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Request for Proposal, entitled:

**RESIDENTIAL AND COMMERCIAL WASTE COLLECTION SERVICES**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 21 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 21 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said \_\_\_\_\_,

as Principal herein, has caused these presents to be signed in the name by its \_\_\_\_\_

\_\_\_\_\_ and attested by its \_\_\_\_\_ under its corporate seal,

And the said \_\_\_\_\_  
\_\_\_\_\_ as Surety herein, has caused these presents to be signed in its name by  
its \_\_\_\_\_  
under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_  
(year)

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_

\_\_\_\_\_  
As to Principal

\_\_\_\_\_

\_\_\_\_\_  
Surety  
By: \_\_\_\_\_  
Attorney-in-

Fact  
attached)

(Power-of-Attorney to be

\_\_\_\_\_  
By: \_\_\_\_\_

Resident Agent

---

**Performance Bond**

---

Project No:  
Project Title:

**KNOW ALL PERSONS BY THESE PRESENTS**, that:

---

as Principal, and

---

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

---

(Written Amount)

(Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

**WHEREAS**, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

---

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as "Owner") a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

---

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

**WHEREAS**, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents shall be executed.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there shall be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against

Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

**IN TESTIMONY WHEREOF**, the Principal and Surety have caused these presents to be duly signed in, at  
Pompano Beach, Broward County, Florida, this

\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

**Countersigned By:**

**Contractor:**

\_\_\_\_\_

**By: (Signature)** \_\_\_\_\_

(SEAL)

**Surety:**

(SEAL OF SURETY)

**By:** \_\_\_\_\_  
**Address:**

**PAYMENT BOND FORM**

Project No:

Project Title:

Facility Name:

---

**BY THIS BOND, WE,** \_\_\_\_\_, as Principal,

and \_\_\_\_\_, a corporation, as Surety, are bound to The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

\_\_\_\_\_ (Written Amount)

\_\_\_\_\_ (Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

**THE CONDITION OF THIS BOND** is that if Principal:

- Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

\_\_\_\_\_

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

- Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond; then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

---

**Dated on :** \_\_\_\_\_

	Name of Surety:	_____
<b>(SEAL OF SURETY)</b>		
	By:	_____
		Attorney in Fact
	Name of Principal:	_____
<b>(SEAL OF PRINCIPAL)</b>		
	By:	_____
		Its authorized officer

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 COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PETRO REALESTATE HOLDING, INC. PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is seeking City Commission authorization to execute a Resolution approving an easement agreement with Petro Realestate Holding, Inc. ("PRH"). This easement will allow City and CRA to make improvements to PRH's property on NE 1 Avenue including replacement of the existing sidewalk, new landscape, drainage, and lighting. Staff recommends approval.



- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Dennis W. Beach/Horacio Danovich Ext. 786-4601
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: No impact at this time.

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
City Attorney	03/04/2015	2015-660	
Budget	3-6-15	Approval	

<input checked="" type="checkbox"/> Finance Director		
<input checked="" type="checkbox"/> City Manager		

ACTION TAKEN BY COMMISSION:

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





**City Attorney's Communication #2015-660**

March 4, 2015

**TO:** Horacio Danovich, Pompano Beach CRA Engineer  
**FROM:** Jill R. Mesojedec, FRP, Paralegal  
**VIA:** Gordon B. Linn, City Attorney  
**RE:** Resolution – Sidewalk Easement

As requested in your e-mail to me of March 3, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PETRO REALESTATE HOLDING INC.; PROVIDING AN EFFECTIVE DATE.**

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

  
\_\_\_\_\_  
JILL R. MESOJEDEC

/jrm  
l:cor/cra/2015-660

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 SIDEWALK EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND PETRO REALESTATE HOLDING INC.; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Sidewalk Easement Agreement between the City of Pompano Beach and Petro Realestate Holding Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Petro Realestate Holding 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**

GBL/jrm  
3/11/15  
l:reso/2015-239



---

**MEMORANDUM**

March 5, 2015

TO: City Commission

THRU: Dennis W. Beach, City Manager  
Kim Briesemeister, CRA Executive Director  
Chris Brown, CRA Executive Director

FROM: Horacio Danovich, CIP Engineer

A handwritten signature in blue ink is written over the "THRU" and "FROM" lines of the memorandum.

---

**Issue**

Staff is seeking City Commission approval of a Resolution to execute an easement agreement between the City of Pompano Beach ("City") and Petro Realestate Holding, Inc. ("PRH") (see Location Map and Exhibit "A" for legal description of the easement).

**Recommendation**

Staff recommends Approval of the Resolution.

**Background**

Staff is seeking City Commission authorization to execute an easement agreement with PRH. This easement is necessary to allow the City and CRA to carry out proposed improvements on NE 1 Avenue in front of the existing Westar gas station owned and managed by PRH. Improvements in the easement area include replacement of the existing sidewalk, new landscape, drainage, and lighting. The work will also address existing deficiencies, particularly damaged concrete areas, which could be considered tripping hazards to pedestrians (see Figures 1-6).

Staff recommends Approval of the Resolution.

**PREPARED BY**  
**RECORD AND RETURN TO:**  
Horacio Danovich  
City of Pompano Beach  
100 W. Atlantic Blvd.  
Pompano Beach, Florida 33060

## **SIDEWALK EASEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **Petro Realstate Holding Inc.**, a Florida Corporation (OWNER), and the City of Pompano Beach, Florida (CITY), a political subdivision of the State of Florida (collectively, the parties).

### **WITNESSETH:**

WHEREAS, the OWNER owns certain real property (Easement Premises) within the CITY;  
and

WHEREAS, the Easement Premises is legally described in Exhibit "A" attached to and incorporated within this Agreement by this reference; and

WHEREAS, the parties have determined that it is in their mutual and preferred interests for the OWNER to grant to the CITY an easement in, along, and upon the Easement Premises for use as a sidewalk and maintenance purposes;

NOW, THEREFORE, the parties agree as follows:

1. EASEMENT GRANTED. Subject to the terms and conditions set forth in this Agreement, the OWNER hereby grants and conveys to the CITY a perpetual easement for public access and sidewalk right-of-way as well as a landscape area in, on, over, under, through and across the Easement Premises for use as a sidewalk for landscaping and for utility installation and/or maintenance purposes.

2. RIGHTS GRANTED. The OWNER agrees that the perpetual easement granted by this Agreement includes all reasonable rights of ingress and egress of the Easement Premises that are necessary to:

(A) Survey, construct, control, operate, maintain, replace, remove, or abandon in place the sidewalk and landscaping; and/or

(0) Exercise such other reasonable and implied rights granted by this Agreement, including the incidental right to enter upon all adjoining lands owned by the OWNER to perform sidewalk and landscape installation and responsibilities set forth herein.

3. RIGHT TO USE. The OWNER reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the rights granted to the CITY by this Agreement; provided, however, that the OWNER shall not obstruct or permit the obstruction of the Easement Premises at any time without the express prior written consent of the CITY.

4. MAINTENANCE. Maintenance of the utilities (other than FPL, AT&T, and Comcast), landscaping, irrigation and sidewalk improvements in and on the Easement Premises shall be the responsibility of the CITY.

5. RUNS WITH THE LAND. The OWNER agrees that all rights, title, interests, and privileges granted to the CITY by this Agreement, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

6. LIMITATION OF USE. The CITY agrees that the rights granted to it by this Agreement shall be limited exclusively to the installation and/or maintenance of sidewalks, landscaping and utility facilities and uses similar thereto.

7. DUE CARE. The CITY agrees that its right to use the Easement Premises granted by this Agreement and the incidental right to enter upon all adjoining lands owned by the OWNER to perform sidewalk installation and/or maintenance responsibilities set forth in this Agreement shall be

exercised in such a manner as not to cause damage or destruction to or interruption of the use of the Easement Premises or such adjoining lands.

8. OTHER EASEMENTS. The CITY agrees that the OWNER shall have the right to grant other nonexclusive easements in, along, or upon the Easement Premises; provided, however, that:

(A) Any such other easements shall be subject to the easement granted to the CITY by the Agreement and shall not conflict with the improvements of the CITY; and

(B) If any easements damage the improvements of the CITY, the OWNER shall be responsible for the repair of such; and

(0) The CITY shall have first consented in writing to the terms, nature, and location of any such other easements to determine that the easements do not interfere with the CITY'S rights granted by this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: LAMAR FISHER, MAYOR

\_\_\_\_\_

By: DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"OWNER":**

WITNESSES:

**PETRO REALESTATE HOLDING INC.**  
a Florida corporation

  
\_\_\_\_\_

ALEXANDRA P. RUIZ  
\_\_\_\_\_  
Print Name

By:   
\_\_\_\_\_  
RUBEN F. GONZALEZ,  
President/Director

  
\_\_\_\_\_

FRANKO JULIUSBURSER  
\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2015, by Ruben R. Gonzalez as President/Director of PETRO REALESTATE HOLDING INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced DAVID WILKINSON as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Hilda Enriquez  
\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

NOTARY'S SEAL

FF148657  
\_\_\_\_\_  
Commission Number





LOCATION MAP

4

NE 1st Ave

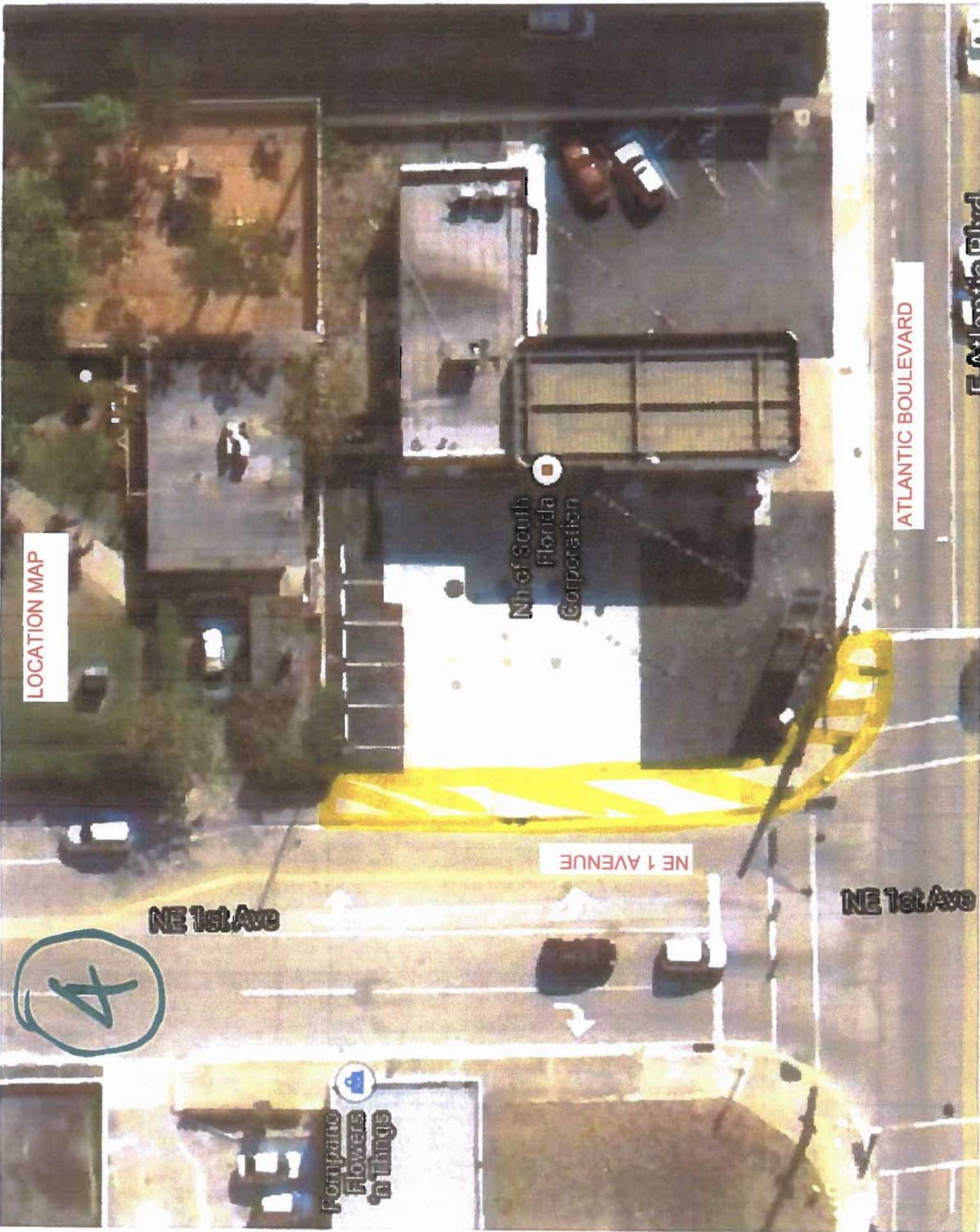
NE 1 AVENUE

NE 1st Ave

ATLANTIC BOULEVARD

Nh of South Florida Corporation

Pompano Flowers 'n Things



**EXHIBIT "A"**

**58 REVISED**

**FOLIO NUMBER 484235130120**

**A PORTION OF LOT 12, BLOCK 2 SAXON'S RE-SUBDIVISION OF LOT 17, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 135 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA;**

**THE WEST 10.00 FEET OF SAID LOT 12 LESS THAT PORTION FOR RIGHT-OF-WAY FOR WEST ATLANTIC BOULEVARD (STATE ROAD 814) THEREOF.**

**58 RIGHT-OF-WAY**

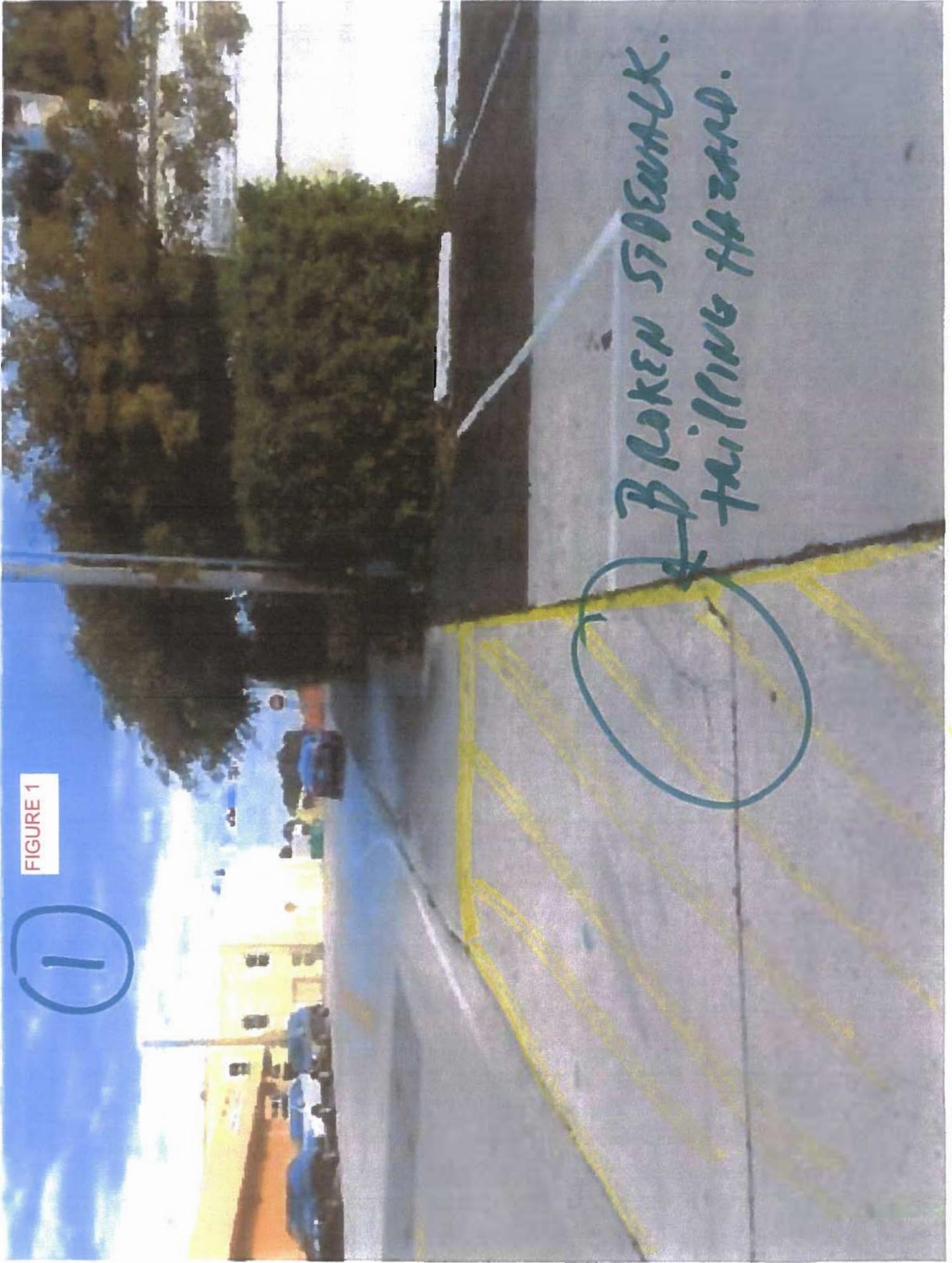
**FOLIO NUMBER 484235130120**

**A PORTION OF LOT 12, BLOCK 2 SAXON'S RE-SUBDIVISION OF LOT 17, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", PAGE 135 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA;**

**THE WEST 10.00 FEET OF SAID LOT 12 LESS THAT PORTION FOR RIGHT-OF-WAY FOR WEST ATLANTIC BOULEVARD (STATE ROAD 814) THEREOF.**

①

FIGURE 1



2

FIGURE 2



FIGURE 3

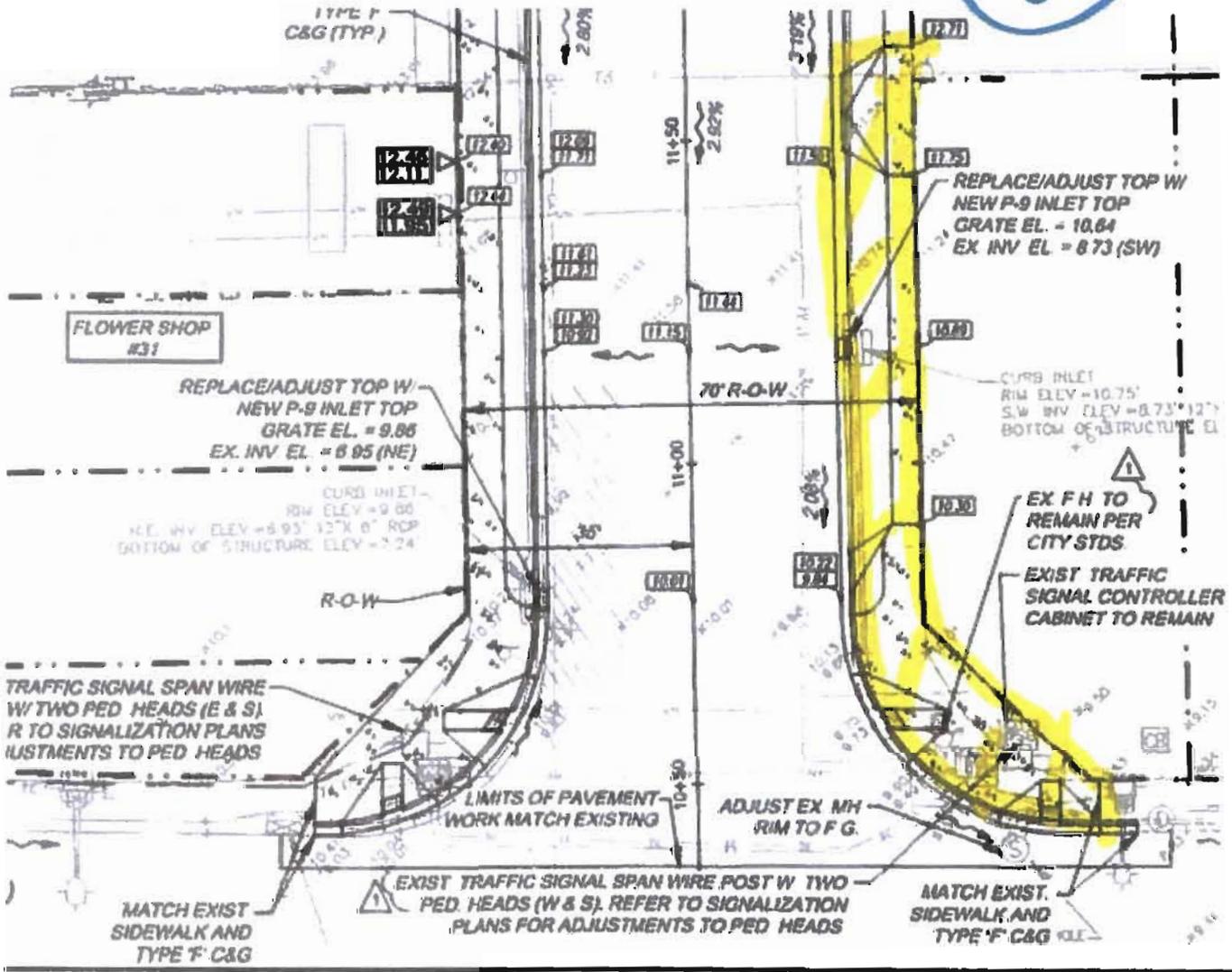
3

BROKEN  
SIDEWALK  
TRIPPING  
HAZARD



FIGURE 4

5



2A	11-8-13	REV. PER CITY/CRAUDTHERS
3	11-20-13	REV. PER CITY INVESTIGATION
4		
5		
6		

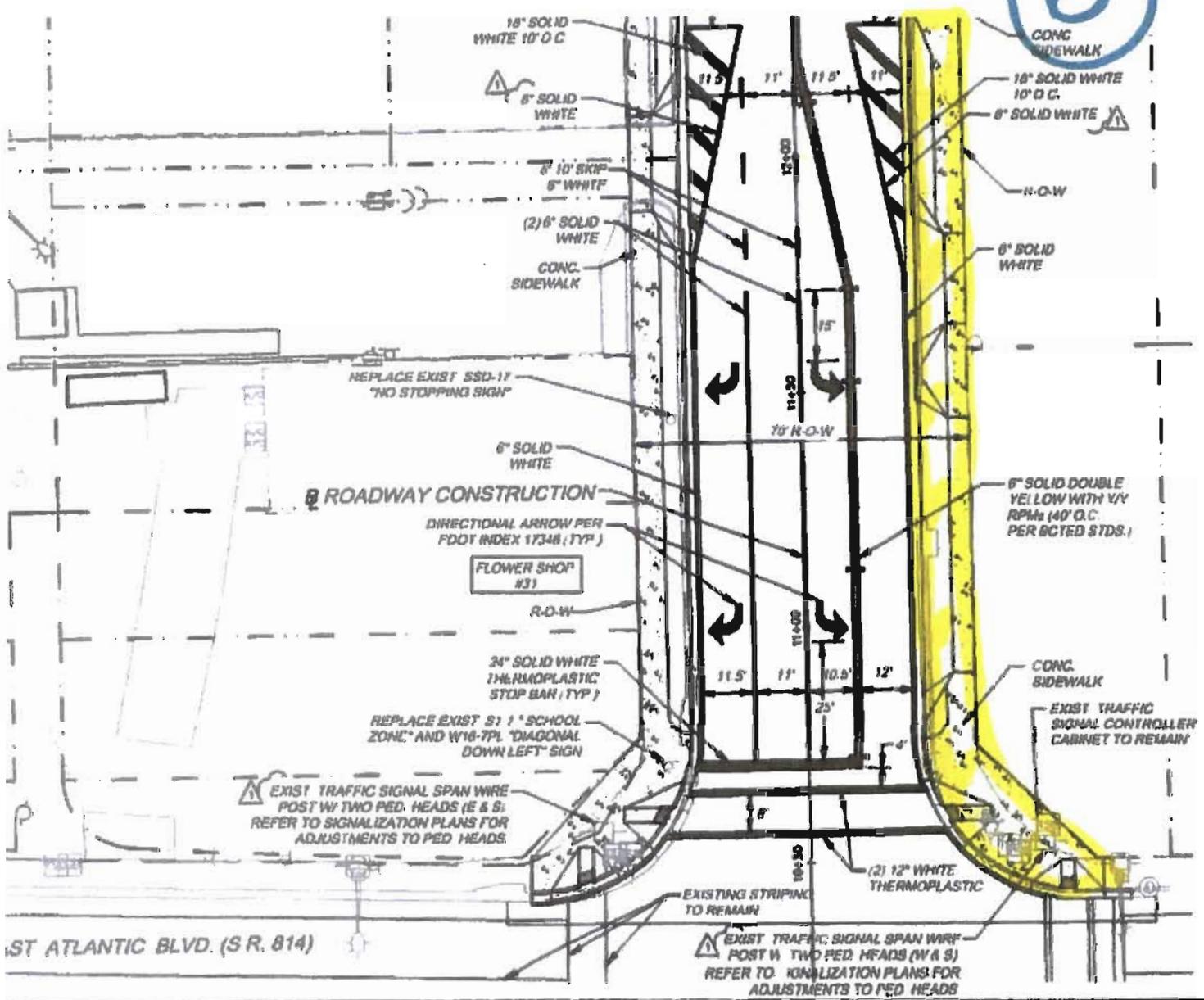
Sheet Title:  
**ROADWAY PAVING,  
 GRADING AND  
 DRAINAGE PLANS**  
 100% CONSTRUCTION DOCUMENTS

Date:	8/2013	Scale:	1"=20'
Drawn By:	DC/EM	Designed By:	MC
Approved By:	JT	Project No:	07470.46

Sheet Number:  
**C-21**  
 JAMES A THIELE, P.E.  
 FLORIDA REG. NO. 33256  
 (FOR THE FIRM)

FIGURE 5

6



**FLORIDA ENGINEERING AND TESTING, INC.**  
 Geotechnical Engineering  
 250 S W 13th Ave  
 Pompano Beach FL 33069

**DICKEY CONSULTING SERVICES**  
 Public Relations, Community Outreach, Involvement  
 1033 Setunck Blvd. Suite 208  
 Fort Lauderdale, FL 33311

Rev:	Date:	Description:
△	8-16-13	REV PER CITY/CRA/OTHERS
△	11-8-13	REV PER CITY/CRA/OTHERS
△		
△		
△		

Sheet Title:

**PAVEMENT MARKING AND SIGNAGE PLANS**  
 100% CONSTRUCTION DOCUMENTS

Date:	8/2013	Scale:	
Drawn By:	DC/JEM	Designed By:	MC
Approved By:	JT	Project No:	07470.46

Sheet Number

**C-31**

JAMES A THIFLE, P.E.  
 FLORIDA REG NO 33256  
 (FOR THE FIRM)

**PROPERTY TRANSFER INFORMATION SHEET**

**FOLIO / PROPERTY /  
PARCEL I.D. #** 484235130120

**GRANTEE NAME:** CITY OF POMPAHO BEACH

**SALE PRICE:** Ø

**% OF MORTGAGE BALANCE  
BEING USED AND \$ AMOUNT:** Ø

(i.e., ½ interest = #00000)

**For information / clarification of the taxable amount, please contact the State of Florida Department of Revenue at 1-800-352-3671 or online at FL Dept of Revenue - TAX LAW LIBRARY.**



Meeting Date: March 24, 2015

Agenda Item 6

**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 WORK AUTHORIZATION IN THE AMOUNT OF \$39,980.00 FOR OLD POMPANO-SECTION 108 AREA IMPROVEMENTS, PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND KEITH AND ASSOCIATES, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE. (Section 108 CDBG Funds-\$39,980.00)

**Summary of Purpose and Why:**

The attached Work Authorization is made pursuant to the Agreement for Professional Services between the City of Pompano Beach and Keith and Associates, Inc. approved by Resolution 2011-62. It will authorize preparation of a detailed Topographic Survey with Title Report and Subsurface Utility Designation for the infrastructure improvements that will be financed by the City's HUD Section 108 CDBG loan.

**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/Miriam Carrillo Ext. 4656
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: General Fund - non departmental (Professional Services) with attached Budget Adjustment.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	<u>3/11/15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>3/12/15</u>		<u>[Signature]</u>
Finance	<u>3/12/15</u>	<u>Approval</u>	<u>[Signature]</u>
X City Manager			<u>[Signature]</u>

**ACTION TAKEN BY COMMISSION:**

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

**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 WORK AUTHORIZATION IN THE AMOUNT OF \$39,980.00 FOR OLD POMPANO - SECTION 108 AREA IMPROVEMENTS, PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND KEITH AND ASSOCIATES, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Work Authorization pursuant to the Agreement between the City of Pompano Beach and Keith and Associates, Inc. for Old Pompano - Section 108 Improvements, a copy of which work authorization 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 work authorization between the City of Pompano Beach and Keith and Associates, 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**



**City Attorney's Communication #2015-666**

March 6, 2015

**TO:** Mark Korman, Program Compliance Manager

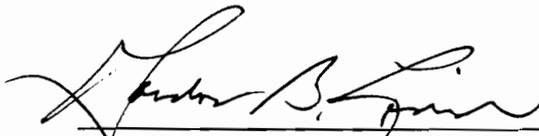
**FROM:** Gordon B. Linn, City Attorney

**RE:** Resolution – Work Authorization for Old Pompano Section 108 Area Improvements

As requested in your memorandum dated March 3, 2015, I have prepared and attached the following form of resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A WORK AUTHORIZATION IN THE AMOUNT OF \$39,980.00 FOR OLD POMPANO - SECTION 108 AREA IMPROVEMENTS, PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND KEITH AND ASSOCIATES, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

Under cover of this memorandum, I am returning to you the two (2) original Work Authorizations.



---

GORDON B. LINN

GBL/jrm  
L:cor/comdev/2015-666

Attachments

---

**WORK AUTHORIZATION PURSUANT TO THE AGREEMENT FOR  
PROFESSIONAL SERVICES BETWEEN  
THE CITY OF POMPANO BEACH  
AND KEITH & ASSOCIATES, INC.**

---

DATE: January 6<sup>th</sup>, 2015

WORK AUTHORIZATION NO. # 07020.79A

PROJECT NO. (CITY) 07020.79A (K&A)

TITLE: Old Pompano - Section 108 Area Improvements

This work authorization is pursuant to the Agreement for Professional Services between the City of Pompano Beach and Keith & Associates, Inc., approved by City Resolution #2011-62, passed and adopted on November 23<sup>rd</sup>, 2010.

**PROJECT**

The CONSULTANT's original scope of work for our efforts performed last year included providing services with initial conceptual design of roadway, streetscape and infrastructure improvements of the existing roadways within the project limits. The intent of this initial conceptual design was to allow the CITY and the CITY's grant writer to identify the detailed project description and the CONSULTANT to provide construction estimates for hard costs and soft costs for the implementation of these proposed infrastructure improvements. The services were limited to assisting CITY staff with completing their Loan application with schematic master plans, preliminary illustrative street sections and streetscape conceptals in plan view with approximate construction estimates for the following roadway segments:

1. NE 1st Street - from NE 1st Avenue to NE 3rd Avenue.
2. NE 3rd Street - from NE 1st Avenue to NE 2nd Avenue.
3. NE 4th Street - from Flagler Avenue to NE 2nd Avenue.
4. Flagler Avenue - from NE 3rd Street to NE 4th Street.
5. NE 2nd Avenue - from NE 1st Street to NE 4th Street.
6. NE 3rd Avenue - from NE 1 Street to NE 4th Street.

Please refer to attached Exhibit 1 – Location Map. Certain roadway segments are within the CRA.

The City of Pompano Beach was recently advised that the Section 108 HUD loan for infrastructure improvements within the Old Pompano area has been approved. (including a small portion of the eastern limits of the CRA)

Based on the CITY's request K&A is hereby pleased to provide you with this proposal for the preparation of a detailed Topographic Survey (with Title Report by subconsultant) and Subsurface Utility Designation for the above described roadway segments. The tasks have been separated between the roadway segments within the CRA boundaries and those outside as requested by City staff.

### **SCOPE OF SERVICES**

#### **Task 001 CONSULTANT will prepare Topographic Survey**

The CONSULTANT prepare a Topographic Survey of the seven (7) roadway segments identified above.

The survey will include:

- Locating all above ground improvements.
- Observing a complete topographic roadway/right-of-way cross-section grid not to exceed a spacing of 50 feet and extending a minimum of 20-ft into the adjacent private properties and 100-ft into the adjacent side streets roadway/right-of-ways.
- Collecting all storm drainage and gravity sanitary sewer information (rim, inverts, pipe size/material/direction where accessible).
- Collecting the location and face of building/overhang(s) of all adjacent building structures, their point of entry and obtaining the finished floor elevation of these buildings and the elevation of the adjacent exterior concrete walks (thresholds). This can only be accomplished with the assistance of the City of Pompano Beach and the City's coordination with each building owner to authorize access to each building. The CONSULTANT plans to obtain all building finish floor elevations during a maximum of two (2) site visits coordinated with the City.
- Locating all trees greater than 2.5" diameter as measured at breast height and noting common name (Palm, Pine, Oak, etc.) & trunk diameter.
- Recovery of existing property corners to help determine boundary lines.
- Review of all available title reports (prepared and provided by others) to note boundaries, rights-of-way and easements.
- Locating sub-surface utilities as designated by SUE sub-consultant (optional).

Horizontal datum will be tied to NAD 1983/NRS 2011 (North American Datum of 1983 with the National Spatial Reference System of 2011 applied). The Vertical datum will be tied to NAVD 1988 for design and permitting of the future/proposed improvements. However, vertical data will also be recorded within the seven roadway sections in NGVD 1929 for use with previously prepared adjacent topographic surveys. Hardcopy deliverables will show data only in NAVD 1988. Deliverable will be an electronic file of the Survey in AutoCAD along with signed and sealed Topographic Surveys.

The Topographic Survey shall conform to the Standard of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

- A. For Roadway Segments [REDACTED] consisting of:
1. NE 1st Street - from NE 1st Avenue to NE 2nd Avenue.
  2. NE 3rd Street - from NE 1st Avenue to NE 2nd Avenue.
  3. Flagler Avenue - from NE 3rd Street to NE 4th Street.

The Lump sum fee for this subtask.....\$7,880.00

- B. For Roadway Segments [REDACTED] consisting of:
1. NE 1st Street - from NE 2nd Avenue to NE 3rd Avenue.
  2. NE 4th Street - from Flagler Avenue to NE 2nd Avenue.
  3. NE 2nd Avenue - from NE 1st Street to NE 4th Street.
  4. NE 3rd Avenue – from NE 1 Street to NE 4th Street.

The Lump sum fee for subtask.....\$11,400.00

**The Lump sum fee for task.....\$19,280.00**

**Task 002 Title Report – Sub-consultant (Title Company):**

SUB-CONSULTANT will prepare a title report which list the owners of the parcels identified by folio numbers or boundary lines (if there is no folio number) and all the applicable rights of ways, easements and encumbrances for all public/private lands within the road right-of-way and adjacent parcels.

- A. For Roadway Segments [REDACTED] consisting of:
1. NE 1st Street - from NE 1st Avenue to NE 2nd Avenue.
  2. NE 3rd Street - from NE 1st Avenue to NE 2nd Avenue.
  3. Flagler Avenue - from NE 3rd Street to NE 4th Street.

The Lump sum fee for this subtask.....\$3,900.00

- B. For Roadway Segments [REDACTED] consisting of:

1. NE 1st Street - from NE 2nd Avenue to NE 3rd Avenue.
2. NE 4th Street - from Flagler Avenue to NE 2nd Avenue.
3. NE 2nd Avenue - from NE 1st Street to NE 4th Street.
4. NE 3rd Avenue – from NE 1 Street to NE 4th Street.

The Lump sum fee for subtask.....\$9,000.00

**The Lump sum fee for task.....\$12,900.00**

**Task 003      Subsurface Utility Designation:**

Horizontal Designation Services - (Quality Level 'B')

CONSULTANT will horizontally mark conductive utilities on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing 2-d radar, above ground features, professional judgment, utility plats and/or as-builts. This proposal does not include identifying gravity systems, service laterals, irrigation and overhead facilities. This proposal does not include providing any utility test holes.

A. For Roadway Segments [REDACTED] consisting of:

1. NE 1st Street - from NE 1st Avenue to NE 2nd Avenue.
2. NE 3rd Street - from NE 1st Avenue to NE 2nd Avenue.
3. Flagler Avenue - from NE 3rd Street to NE 4th Street.

The Lump sum fee for this subtask.....\$3,900.00

B. For Roadway Segments [REDACTED] consisting of:

1. NE 1st Street - from NE 2nd Avenue to NE 3rd Avenue.
2. NE 4th Street - from Flagler Avenue to NE 2nd Avenue.
3. NE 2nd Avenue - from NE 1st Street to NE 4th Street.
4. NE 3rd Avenue – from NE 1 Street to NE 4th Street.

The Lump sum fee for subtask.....\$3,900.00

**The Lump sum fee for task.....\$7,800.00**

### **Schedule**

Subsequent to the execution of this Agreement, the Consultant shall commence work on the project. We anticipate completing the services and tasks included in this agreement within 4 months.

### **City's Responsibility**

The City shall assist Consultant with the following items in order to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for Consultant to enter upon public lands as required at no additional cost to perform surveys, observations, or other necessary services under this Agreement.
- C. Assist in obtaining required approvals, permits, or consents from governmental or regulatory bodies or others necessary for the completion of the work, with Consultant being primarily responsible for preparation of permit applications and supporting documentation.
- D. Make available to Consultant all of its existing information which may in any way be pertinent to the project.
- E. Attend meetings with regulatory agencies.
- F. Review contract documents and provide comments in a timely manner.

### **Additional Services**

Consultant shall not perform any additional services without the written consent of the City. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the City as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with our current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

### **Compensation**

Consultant shall invoice the City for services rendered under this Agreement on a lump sum/time and material basis and in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Keith & Associates, Inc., dated November 23<sup>rd</sup>, 2010 and approved by City Resolution #2011-62.



CONSULTANT:

Witnesses:

KEITH & ASSOCIATES, INC.

*[Signature]*

By: *[Signature]*

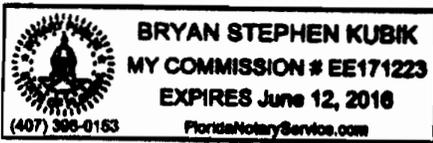
A. Dodie Keith-Lazowick  
President  
301 East Atlantic Blvd.  
Pompano Beach, FL 33060

*[Signature]*

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of March, 2013 by A. DODIE KEITH-LAZOWICK President of Keith & Associates, Inc., a Florida corporation, on behalf of the corporation and who is personally known to me.

NOTARY'S SEAL:



*[Signature]*  
NOTARY PUBLIC STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgement)

Bryan Kubik  
(Name of Acknowledger Typed, Printed or Stamped)

FE171223  
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

**EXHIBIT A  
 PROFESSIONAL SERVICE FEE SCHEDULE**

	Hourly Rate
01 Administrative Assistant .....	\$50.00
02 Community Liaison .....	\$75.00
03 Economic/Financial Analyst .....	\$90.00
11 Technician .....	\$80.00
15 Senior Technician .....	\$90.00
30 Associate Planner .....	\$90.00
32 Senior Planner (AICP) .....	\$115.00
36 GIS Specialist .....	\$100.00
50 Project Engineer .....	\$100.00
51 Senior Project Engineer .....	\$115.00
53 Professional Engineer (PE).....	\$120.00
54 Field Inspector / Representative.....	\$90.00
54 Junior Field Inspector.....	\$75.00
60 Project Manager.....	\$125.00
61 Senior Project Manager .....	\$150.00
60 Vice President, Corporate Manager .....	\$170.00
70 Principal .....	\$200.00
72 Expert Witness Testimony .....	\$250.00
78 Project Surveyor .....	\$95.00
79 Senior Project Surveyor .....	\$110.00
80 Professional Surveyor & Mapper (PSM).....	\$120.00
81 Survey Party (2) person .....	\$100.00
82 Survey Party (3) person .....	\$125.00
83 Survey Party (4) person .....	\$150.00
82 Survey Party w/ Watercraft .....	\$160.00

Effective 08/01/07

**EXHIBIT B**

<u>Direct Expenses</u>	<u>Cost per Unit</u>
<b>Photographic Copies</b>	
<b>Color Copies</b>	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
<b>Black &amp; White Copies</b>	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
<b>Display Boards</b>	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 <sup>st</sup> Class	Current US Postal rate

Effective 08/01/07

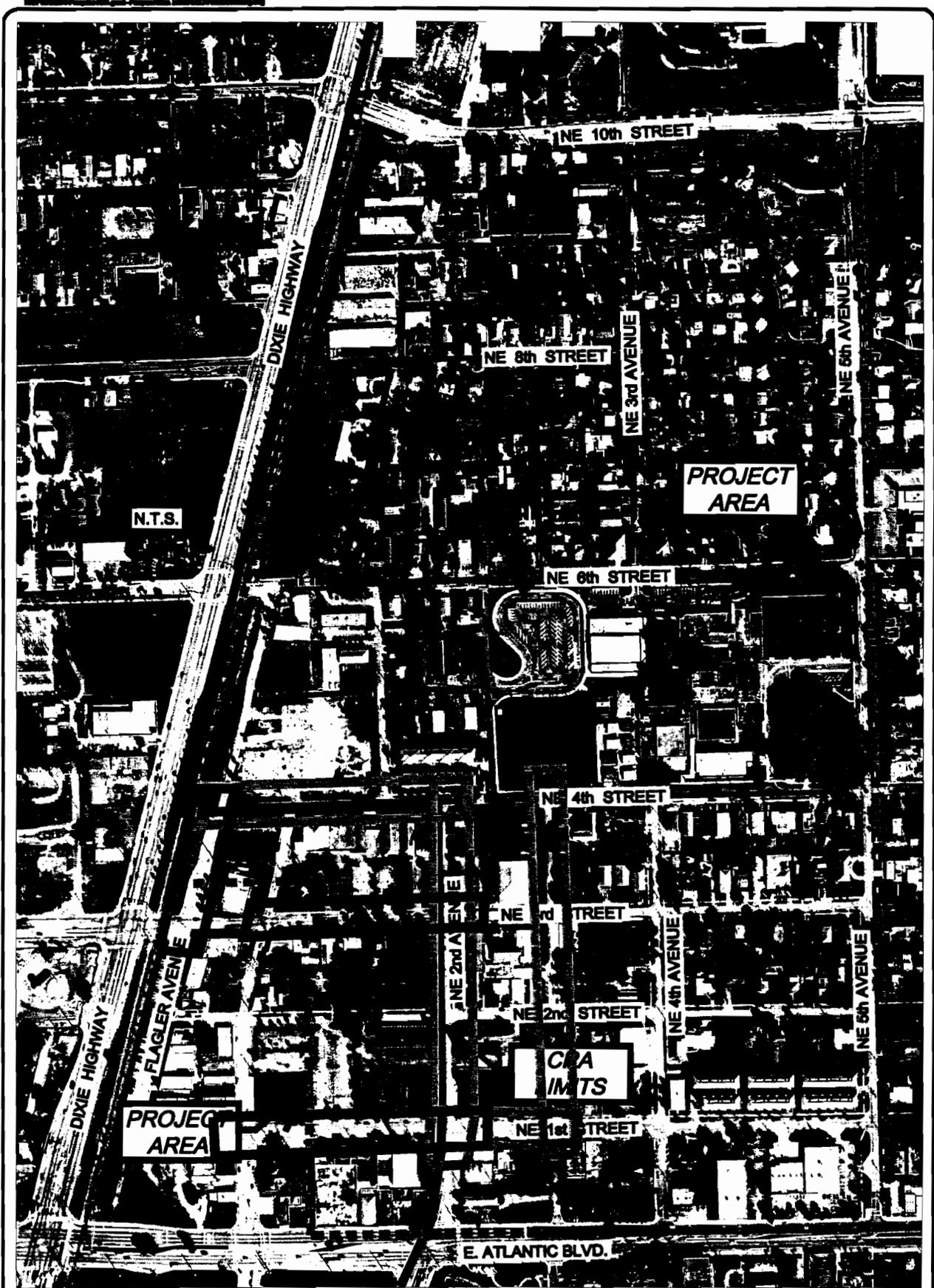


EXHIBIT 1 LOCATION MAP

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File Edit List Commands Help

Printscreen SECTOR

Navigation

### Account Balance/Description Inquiry

Account number:

2015 0 0 0 0 0 **Go To**

Account	Description	Budget
001-9910-599.99-20	NONOPERATING EXPENDITURES / WORKING CAPITAL RESERVE	839,797.00
001-9910-599.99-40	NONOPERATING EXPENDITURES / OTHER FINANCING USES	
001-9910-599.99-70	NONOPERATING EXPENDITURES / WORK ORDER MATERIALS	
001-9910-599.99-71	NONOPERATING EXPENDITURES / WORK ORDER EQUIPMENT	
001-9910-599.99-72	NONOPERATING EXPENDITURES / WORK ORDER LABOR COSTS	
Category 06	OTHER	839,797.00
Division 9910	GENERAL OPER/ADMIN	839,797.00
001-9920-599.31-60	PROFESSIONAL SERVICES / OTHER PROFESSIONAL	
Category 02	OPERATING EXPENSES	
001-9920-599.61-00	NON DEPT / LAND ACQUISITION	7,329.00
001-9920-599.63-00	NON DEPT / IMPROVE OTHER THAN BLDGS	
Category 03	CAPITAL	7,329.00
001-9920-599.81-20	AIDS TO GOVT AGENCIES / SUBGRANTEE-NW CRA	
Category 05	GRANT IN AID	
001-9920-599.91-05	INTERFUND TRANSFERS / INTERFUND TRANS TO 302	
001-9920-599.91-07	INTERFUND TRANSFERS / INTERFUND TRANS TO 304	
001-9920-599.91-25	INTERFUND TRANSFERS / INTERFUND TRANS TO 150	2,500,000.00
001-9920-599.91-26	INTERFUND TRANSFERS / INTERFUND TRANS TO 160	
001-9920-599.99-20	NONOPERATING EXPENDITURES / WORKING CAPITAL RESERVE	

OK

Exit

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Totalling

Account balance...

"P" Indicates project required

**This is a subsetted list.**

MW

File Edit List Commands Help  
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### Account Balance/Description Inquiry

Account number:  
 2015 0 0 0 0 Go To

Account	Budget	Actual	Balance
001-9910-599.99-20	839,797.00		839,797.00
001-9910-599.99-40			
001-9910-599.99-70			
001-9910-599.99-71			
001-9910-599.99-72			
Category 06	839,797.00*		839,797.00*
Division 9910	839,797.00*		839,797.00*
001-9920-599.31-60			
Category 02		*	*
001-9920-599.61-00	7,329.00	52.50	7,276.50
001-9920-599.63-00			
Category 03	7,329.00*	52.50*	7,276.50*
001-9920-599.81-20			
Category 05		*	*
001-9920-599.91-05			
001-9920-599.91-07			
001-9920-599.91-25	2,500,000.00	2,500,000.00	
001-9920-599.91-26			
001-9920-599.99-20			

OK  
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 Bottom  
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 Account balance...

"P" Indicates project required

This is a subsetting list. MW

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File Edit List Commands Help

SECTOR

### Account Balance/Description Inquiry

Account number:

2015 0 0 0 0 Go To

Account	Budget	Actual	Balance
001-9910-599.31-60	755,047.00	754,939.20	107.80
001-9910-599.32-10			
001-9910-599.39-20	5,596.00	2,330.00	3,266.00
001-9910-599.39-65	99,895.00	41,625.00	58,270.00
001-9910-599.39-90	438,289.00	182,620.00	255,669.00
001-9910-599.40-10	20,000.00	19,204.00	796.00
001-9910-599.40-11			
001-9910-599.40-12			
001-9910-599.40-13			
001-9910-599.40-14			
001-9910-599.40-15			
001-9910-599.40-16			
001-9910-599.41-20	2,000.00	616.57	1,383.43
001-9910-599.43-10	7,000.00		7,000.00
001-9910-599.44-10	544,606.00	11,955.53	532,650.47
001-9910-599.44-20			
001-9910-599.46-10			
001-9910-599.46-30			
001-9910-599.46-50	138,064.00	138,220.69	156.69

OK

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Account balance...

"P" Indicates project required

This is a subsetting list.

MW



### Account Balance/Description Inquiry

Account number:

2015	P	0	0	0	0	Go To
------	---	---	---	---	---	-------

Account	Description	Budget
001-9910-599.31-60	PROFESSIONAL SERVICES / OTHER PROFESSIONAL	755,047.00
001-9910-599.32-10	ACCOUNTING & AUDITING / ACCOUNTING & AUDITING	
001-9910-599.39-20	INTERGOVERNMENT OPER SVCS / CENTRAL SVCS CHGS	5,596.00
001-9910-599.39-65	INTERGOVERNMENT OPER SVCS / INSUR SVC CHGS -RISK MG	99,895.00
001-9910-599.39-90	INTERGOVERNMENT OPER SVCS / INFORMATION TECH CHARGE	438,289.00
001-9910-599.40-10	TRAVEL EDUCATION MEMBER / TRAVEL EDUCATION MEMBER	20,000.00
001-9910-599.40-11	TRAVEL EDUCATION MEMBER / TRAVEL IN STATE AIRFARE	
001-9910-599.40-12	TRAVEL EDUCATION MEMBER / TRAVEL IN STATE CAR RENT	
001-9910-599.40-13	TRAVEL EDUCATION MEMBER / TRAVEL IN STATE HOTEL	
001-9910-599.40-14	TRAVEL EDUCATION MEMBER / TRAVEL IN STATE MEALS	
001-9910-599.40-15	TRAVEL EDUCATION MEMBER / TRAVEL IN STATE MILEAGE	
001-9910-599.40-16	TRAVEL EDUCATION MEMBER / TRAVEL IN STATE TRAINING	
001-9910-599.41-20	COMMUNICATIONS & FREIGHT / POSTAGE	2,000.00
001-9910-599.43-10	UTILITY SERVICES / TELEPHONE	7,000.00
001-9910-599.44-10	RENTALS & LEASES / RENTALS & LEASES	544,606.00
001-9910-599.44-20	RENTALS & LEASES / FAA LAND RENT	
001-9910-599.46-10	REPAIR & MAINTENANCE / LAND. BLDGS, IMPROVEMENTS	
001-9910-599.46-30	REPAIR & MAINTENANCE / MACHINERY & EQUIPMENT	
001-9910-599.46-50	REPAIR & MAINTENANCE / SPECIAL SERVICES	138,064.00

- OK
- Exit
- Subset
- Top
- Bottom
- Totalling
- Account balance...

"P" Indicates project required

This is a subsetted list.

#6



CITY OF POMPANO BEACH  
BUDGET ADJUSTMENT

ORIGINATING DEPT.  
FINANCE 1 OF 1

DATE  
FYE 2015  
03/12/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
OTHER PROFESSIONAL	001	99	10	599	31	60	\$ 108	\$ 755,047	\$ 39,980	\$ -	\$ 795,027
WORKING CAPITAL RESERVE	001	99	10	599	99	20	\$ 839,797	\$ 839,797	\$ -	\$ 39,980	\$ 799,817
							\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -
							\$ -	\$ -	\$ -	\$ -	\$ -
<b>* USE WHOLE DOLLARS ONLY</b>											
<b>TOTAL</b>									\$ 39,980	\$ 39,980	

**REASON**

SECTION 108 AGREEMENT KEITH & ASSOC

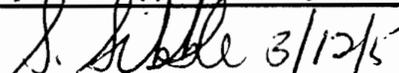
  
 Department Head Date 3/12/15

Adjustment is within total budget of department      - Yes   X        No       

Adjustment requires only City Manager approval      - Yes             No   X  

Adjustment requires City Commission approval      - Yes   X        No       

Adjustment approved at City Commission Meeting of \_\_\_\_\_

 Finance Director      Date 3/12/15	Budget Office      Date	City Manager      Date	AUDITED BY  3/12/15	INPUT BY	CONTROL NO.
--	-------------------------	------------------------	--	----------	-------------

Meeting Date: March 24, 2015

Agenda Item 7  
Memorandum No. 15-102

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

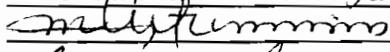
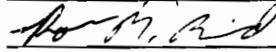
SHORT TITLE OR MOTION: A RESOLUTION ASSESSING AS A LIEN THE CITY'S COST TO ABATE PUBLIC NUISANCES ON REAL PROPERTIES IN THE TOTAL AMOUNT OF \$14,874.51.

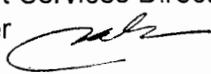
Summary of Purpose and Why:

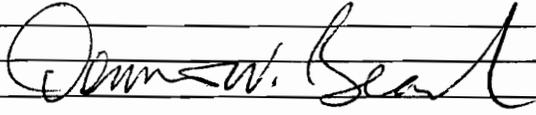
The Code Compliance Division had **24** parcels cleared of nuisance violations through the Nuisance Abatement Program. In that the respective owners have failed to pay for the costs and administrative fees, it is necessary to place a lien against the property. In order to place these liens the City Commission is required by section 96.32 of the City Code of Ordinances to adopt the attached resolution.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Development Services Department
- (2) Primary staff contact: Miguel A. Núñez / Robin M. Bird Ext. 7774 / 4634
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney	03/04/15	Approved	See Attached Resolution 
Building Division	03/04/15	Approval	
Dev. Services	03/04/15	Approval	

Advisory Board  
 Development Services Director  
 City Manager 



ACTION TAKEN BY COMMISSION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
3/2/15  
l:reso/2015-233

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

Resolution No. 3/24/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
5/16/2014	57812	FERAILLEUR, MARIE YOLENE 3430 NW 52 AVE APT 104 LAUDERDALE LAKES, FL 33319	2773 NW 4 St POMPANO BEACH, FL 33069 484233045880 33-48-42 W 50 OF S1/5 OF SE1/4 OF NE1/4 OF SW1/4 LESS S 25 AKA 957 CC	8/5/2014					
<b>Book/Page</b>	<b>Contractor</b>		<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>		
	CREATIVE LAWN MAINTENANCE LLC		\$330.00	\$101.00	\$431.00	\$0.00	\$431.00		
5/16/2014	57795	SHEPPARD, ANGEL 839 SW 9TH CT APT 1 POMPANO BEACH, FL 33060	721 NW 17 Ter POMPANO BEACH, FL 33069 484234050160 HUNTERS MANOR REV PLAT OF POR 27-3 B LOT 15 BLK 1	8/26/2014					
<b>Book/Page</b>	<b>Contractor</b>		<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>		
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY		\$567.50	\$101.00	\$668.50	\$0.00	\$668.50		
5/28/2014	58381	MITANTE ENTERPRISES INC 2637 E ATLANTIC BLVD #20179 POMPANO BEACH, FL 33062	705 NW 5 Ave POMPANO BEACH, FL 33060 484235420180 PINWOOD HEIGHTS 23-23 B LOTS 5 & 6 BLK 2	8/23/2014					
<b>Book/Page</b>	<b>Contractor</b>		<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>		
	TRADITIONAL SERVICES		\$425.00	\$101.00	\$526.00	\$0.00	\$526.00		
6/10/2014	59196	RECONOR MIAMI LLC 1930 HARRISON ST #304 HOLLYWOOD, FL 33020	236 NW 7 Ave POMPANO BEACH, FL 33060 484235210080 NELSON PARK 2-95 PB LOT 10 LESS N 8	8/23/2014					
<b>Book/Page</b>	<b>Contractor</b>		<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>		

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

Resolution No. 3/24/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
		TRADITIONAL SERVICES			\$361.05	\$101.00	\$462.05	\$0.00	\$462.05
10/16/2014	67359	MARTINS,ADRIANA & MARTINS,DEOCLEBER 4688 NW 22 ST COCONUT CREEK, FL 33063	1841 NE 2 Ter POMPANO BEACH, FL 33060 #Correct Address 1841 NW 2 ter 484226160750 KENDALL GREEN SEC F 53-5 B LOT 6 BLK 9	12/17/2014					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY				\$372.81	\$101.00	\$473.81	\$0.00	\$473.81
11/3/2014	68538	HINES,JAMES JR EST 4172 INVERRARY DR, BLDG 7, #311 LAUDERHILL, FL 33319	2811 NW 8 St POMPANO BEACH, FL 33069 484233110560 COLLIER CITY ADD 73-47 B LOT 56	1/16/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&R HONEST MAN LAWN SERVICE				\$452.73	\$101.00	\$553.73	\$0.00	\$553.73
11/3/2014	68477	TARPON IV LLC 18305 Biscayne Blvd #400 AVENTURA, FL 33160	141 NW 11 St POMPANO BEACH, FL 33060 484235320010 MONTICELLO PARK AMENDED PLAT 16-21 B LOT 1 BLK 1	1/15/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&R HONEST MAN LAWN SERVICE				\$634.00	\$101.00	\$735.00	\$0.00	\$735.00

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

**Resolution No. 3/24/2015**

<b>Date Issue</b>	<b>Case</b>	<b>Owner Info</b>	<b>Address/Folio/Legal Desc</b>	<b>Date Abated</b>					
11/12/2014	69090	SATAR,RODERICK S & SATAR,SONIA E 8276 NW 11 ST CORAL SPRINGS, FL 33071	1577 NW 6 Ave POMPANO BEACH, FL 33060 484226040850 SANDERS PARK 31-49 B LOT 13 BLK 5	12/17/2014					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY				\$531.33	\$101.00	\$632.33	\$0.00	\$632.33
12/10/2014	70584	VELOZ,CRISTOBAL VELOZ,IRIS 20024 NW 64 CT MIAMI, FL 33015	1620 NE 41 Ct POMPANO BEACH, FL 33064 484213060360 POMPANO BEACH HIGHLANDS 5TH SEC 42-21 B LOT 1 BLK 63	1/7/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&R HONEST MAN LAWN SERVICE				\$540.29	\$101.00	\$641.29	\$0.00	\$641.29
12/12/2014	70668	THALLER,SIVAN 191 BRIGHTON E BOCA RATON , FL 33434	508 NW 10 Ave POMPANO BEACH, FL 33060 484235400270 SCOTTS PARK 19-38 B LOT 16 BLK 2	1/2/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&A WOODS ENTERPRISES INC				\$632.25	\$101.00	\$733.25	\$0.00	\$733.25
12/12/2014	70666	UPSCALE PROPERTIES LLC % GREGORY GASKIN 2541 NW 1 ST BOYNTON BEACH, FL 33435	NW 5 Ave POMPANO BEACH, FL 33060 #north of 616 nw 5 ave 484235420090 PINEWOOD HEIGHTS 23-23 B LOT 17 BLK 1	1/2/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

Resolution No. 3/24/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
		R&A WOODS ENTERPRISES INC			\$440.75	\$101.00	\$541.75	\$0.00	\$541.75
12/12/2014	70664	AC HOMES LLC PO BOX 565192 MIAMI, FL 33256	412 NW 6 St POMPANO BEACH, FL 33060 1-6 484235190460 SHEWMAKE PARK 2-52 B LOT 13 LESS N 5 BLK 4	1/18/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&R HONEST MAN LAWN SERVICES				\$116.45	\$101.00	\$217.45	\$0.00	\$217.45
12/12/2014	70665	AC HOMES LLC PO BOX 565192 MIAMI, FL 33256	NW 6 St POMPANO BEACH, FL 33060 #412 NW 6 ST PARKING LOT 484235190430 SHEWMAKE PARK 2-52 B LOT 11 LESS W 20 & LESS N 5, LOT 12 LESS N 5 BLK 4	1/18/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&R HONEST MAN LAWN SERVICE				\$289.34	\$101.00	\$390.34	\$0.00	\$390.34
12/16/2014	70834	JOHNSON,DEMEKO & JOHNSON,VINCE 3102 BAYBERRY WAY MARGATE, FL 33063	NW 5 St POMPANO BEACH, FL 33069 #lot west of 3019 nw 5 st 484233044440 33-48-42 W 50 OF E 285 OF N1/5 OF SE1/4 OF NW1/4 OF SW1/4 LESS S 25 FOR ST AKA 787 CC	12/23/2014					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&A WOODS ENTERPRISES INC				\$444.22	\$101.00	\$545.22	\$0.00	\$545.22

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

**Resolution No. 3/24/2015**

<b>Date Issue</b>	<b>Case</b>	<b>Owner Info</b>	<b>Address/Folio/Legal Desc</b>	<b>Date Abated</b>					
12/16/2014	70845	JACKSONS,G J A 5120 SW 23 ST WEST PARK, FL 33023	NW 5 St POMPANO BEACH, FL 33069 #lot east of 2801 nw 5 st 484233044590 33-48-42 E 50 OF N1/5 OF SW1/4 OF NE1/4 OF SW1/4 LESS S 25 FOR ST AKA: 804 CC	1/2/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&A WOODS ENTERPRISES INC				\$475.45	\$101.00	\$576.45	\$0.00	\$576.45
12/16/2014	70844	HELICEL 1 LLC 20533 BISCAYNE BLVD #717 AVENTURA, FL 33180	3020 NW 4 Ct POMPANO BEACH, FL 33069 484233045570 33-48-42 W 50 OF E 235 OF N1/2 OF S2/5 OF SE1/4 OF NW1/4 OF SW1/4 LESS N 25 AKA 923 CC	1/2/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY				\$383.68	\$101.00	\$484.68	\$0.00	\$484.68
12/17/2014	70932	HUTTON GROWTH BLUE SKY LLC 736 CHERRY ST CHATTANOOGA, TN 37402	W ATLANTIC Blvd POMPANO BEACH, FL 33069 #west of 2751 W Atlantic BLVD 484233460010 SECURITY PLAT 160-21 B TRACT A	1/2/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	R&A WOODS ENTERPRISES INC				\$2,405.54	\$101.00	\$2,506.54	\$0.00	\$2,506.54

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

**Resolution No. 3/24/2015**

<b>Date Issue</b>	<b>Case</b>	<b>Owner Info</b>	<b>Address/Folio/Legal Desc</b>	<b>Date Abated</b>					
12/19/2014	71506	KING,F & EMMA L 613 NW 15 AVE POMPANO BEACH, FL 33069	109 NW 16 Ave POMPANO BEACH, FL 33069 484234030740 SEABOARD HIGHLANDS ADDITION 19-13 B LOT 14 BLK 6	1/22/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC				\$305.19	\$101.00	\$406.19	\$0.00	\$406.19
12/22/2014	71115	7TH CAVALRY CORP 2501 ANTIGUA TER APT E2 COCONUT CREEK , FL 33066-1017	MARTIN LUTHER KING Blvd POMPANO BEACH, FL 33060 #LOT NEXT TO 600 HAMMONDVILLE RD 484235220070 BEVILL & SAXONS ADD 3-2 B LOT 12 LESS N 8	1/2/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY				\$277.75	\$101.00	\$378.75	\$0.00	\$378.75
12/22/2014	71101	TARPON IV LLC 18305 Biscayne Blvd #400 AVENTURA, FL 33160	2430 NW 13 St POMPANO BEACH, FL 33069 484233080030 ESQUIRE LAKE ESTATES SEC 3 67-27 B LOT 8 BLK 1	1/2/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY				\$648.75	\$101.00	\$749.75	\$0.00	\$749.75

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

**Resolution No. 3/24/2015**

<b>Date Issue</b>	<b>Case</b>	<b>Owner Info</b>	<b>Address/Folio/Legal Desc</b>	<b>Date Abated</b>					
1/2/2015	71673	LEWIS,ROBERT L EST 612 SW NATURA BLVD APT A DEERFIELD BEACH , FL 33441-3281	2712 NW 2 St POMPANO BEACH, FL 33069 484233047400 33-48-42 E 50 OF W 150 OF E1/2 OF S1/5 OF NE1/4 OF SE1/4 OF SW1/4 LESS N 25 FOR ST AKA 1125 CC	1/27/2015					
<b>Book/Page</b>	<b>Contractor</b>		<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>		
	IRF IRRIGATION LLC		\$381.80	\$101.00	\$482.80	\$0.00	\$482.80		
1/9/2015	71664	HICKS,IDA L 1478 NEW HOPE ROAD SNEEDVILLE, TN 37869	NW 8 St POMPANO BEACH, FL 33069 ##VACANT LOT EAST OF 1870 NW 8 ST 484234040630 HUNTER'S MANOR 19-27 B LOT 9 E 50 LESS N 25 & LESS S 150 BLK 11	1/22/2015					
<b>Book/Page</b>	<b>Contractor</b>		<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>		
	Precision Cuts Lawn Care and Maintenance Services, INC		\$620.92	\$101.00	\$721.92	\$0.00	\$721.92		
1/12/2015	71795	231 NW 27 AVE FLORIDA LAND TR LEVI,STEVE ZVI TRSTEE 3570 N 55 AVE HOLLYWOOD, FL 33021	NW 27 Ave POMPANO BEACH, FL 33069 ##231 NW 27 AVENUE 484233047350 33-48-42 N 50 OF S2/5 OF NE1/4 OF SE1/4 OF SW1/4 LESS W 550 AKA 1120 & ST CC	1/27/2015					
<b>Book/Page</b>	<b>Contractor</b>		<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>		
	IRF IRRIGATION LLC		\$397.44	\$101.00	\$498.44	\$0.00	\$498.44		

**NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT**

**Resolution No. 3/24/2015**

<b>Date Issue</b>	<b>Case</b>	<b>Owner Info</b>	<b>Address/Folio/Legal Desc</b>	<b>Date Abated</b>					
1/12/2015	71793	201 NW 27 AVE FLORIDA LAND TR LEVI, STEVE ZVI TRSTEE 3570 N 55 AVE HOLLYWOOD, FL 33021	NW 2 St POMPANO BEACH, FL 33069 ##NW CORNER LOT- ON NW 2 ST AND NW 27 AVE 484233047360 33-48-42 N1/2 OF S2/5 OF NE1/4 OF SE1/4 OF SW1/4 LESS W 550 & LESS N 50 & LESS S 25 & LESS E 25 AKA: 1121 CC	1/27/2015					
<b>Book/Page</b>	<b>Contractor</b>				<b>Abatement</b>	<b>Admin Fee</b>	<b>Total</b>	<b>Payment</b>	<b>Balance</b>
	IRF IRRIGATION LLC				\$416.27	\$101.00	\$517.27	\$0.00	\$517.27

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<b>Total Cases for Nuisance Abatement</b>	<b>24</b>
<b>Total Cost of Abatement</b>	<b>\$12,450.51</b>
<b>Total Administrative Cost</b>	<b>\$2,424.00</b>
<b>Total Cost of Nuisance Abatement</b>	<b>\$14,874.51</b>
<b>Total Payments</b>	<b>\$0.00</b>
<b>Balance</b>	<b>\$14,874.51</b>

Meeting Date: March 24, 2015

Agenda Item 8

**REQUESTED COMMISSION ACTION:**

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND NATIONAL COMMUNITY STABILIZATION TRUST, LLC; PROVIDING AN EFFECTIVE DATE (No fiscal impact).

**Summary of Purpose and Why:**

The City of Pompano Beach Office of Housing and Urban Improvement has acquired some of its foreclosed NSP properties through the National Community Stabilization Trust (NCST) since the Program's inception. NCST recently updated its Property Acquisition Program Guide (attached) to require that all community buyers participate in the Acquisition Program pursuant to the attached Memorandum of Understanding in order to continue doing so. NCST will accept the signed Memorandum of Understanding notwithstanding its stated required acceptance date of January 16, 2015-the MOU was not mailed by NCST until January 29, 2015.

**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/Miriam Carrillo Ext. 4656
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	<u>3/11/15</u>	<u>Approval</u>	<u>M. Carrillo</u>
City Attorney	<u>3/11/15</u>	<u>Approval</u>	<u>Mark Korman</u>
Finance	<u>3/11/15</u>	<u>Approval</u>	<u>S. Riddle</u>

James W. Beard

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

**ACTION TAKEN BY COMMISSION:**

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



**City Attorney's Communication #2015-539**  
February 3, 2015

**TO:** Mark Korman, Program Compliance Manager  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution – Memorandum of Understanding

As requested in your email of January 30, 2015, I have prepared and attached the following form of resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND NATIONAL COMMUNITY STABILIZATION TRUST, LLC; PROVIDING AN EFFECTIVE DATE.**

Prior to submitting the resolution to the City Commission, please attach the appropriate city signature page to the memorandum.



GORDON B. LINN

GBL/jrm  
L:cor/comdev/2015-539

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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND NATIONAL COMMUNITY STABILIZATION TRUST, LLC; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Memorandum of Understanding between the City of Pompano Beach and National Community Stabilization Trust, LLC, a copy of which Memorandum 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 Memorandum between the City of Pompano Beach and National Community Stabilization Trust, LLC.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**



## National Community Stabilization Trust

919 12th Street, NW, Suite 1030 Washington, DC 20004 Phone: 202-462-8257 Fax: 202-462-2122

### Memorandum of Understanding

01/29/2015

City of Pompano Beach  
100 West Atlantic Blvd, Suite 220  
Pompano Beach, FL 33060

Re: National Community Stabilization Trust, LLC (“Stabilization Trust”)  
Memorandum of Understanding Relating to REO Property Acquisition Program  
(“Acquisition Program”)

Dear City of Pompano Beach:

As a national 501(c)(3) nonprofit organization, the Stabilization Trust operates the Acquisition Program to help eligible community buyers access foreclosed and abandoned properties in order to stabilize communities hit hard by the foreclosure crisis. We are pleased to have worked with City of Pompano Beach (“Buyer”) in this larger effort. As we have indicated, the Stabilization Trust now requires that all community buyers participate in the Acquisition Program pursuant to this Memorandum of Understanding, which sets forth important terms and conditions. You must return an executed copy of this Memorandum of Understanding by January 16, 2015 to remain an active buyer in the Acquisition Program.

Buyer’s participation in the Acquisition Program has been and continues to be governed by the NCST Property Acquisition Program Guide, as it may be amended from time to time by the Stabilization Trust (“Program Guide”). The Stabilization Trust recently updated the Program Guide, and the most recent version is included with this Memorandum of Understanding. In addition, the most current version of the Program Guide will always be available on the Stabilization Trust’s website. Please carefully read the attached Program Guide, as it contains important guidelines, terms, and conditions concerning your participation in the Acquisition Program. Failure to comply with the Program Guide may result in temporary or permanent suspension from the Acquisition Program. [Please note that unless otherwise provided, once published, the Property Guide applies to both properties acquired on a prospective basis, as well as any properties then held as a result of prior participation in the Acquisition Program.]

By signing this Memorandum of Understanding, Buyer acknowledges to have read and to understand the content of the Program Guide, and agrees to abide by the guidelines, terms, and conditions set forth therein, as may be amended from time to time by the Stabilization Trust. Buyer further certifies that it will conduct activities in connection with the Acquisition Program in a manner consistent with its Acquisition Program



**National Community  
Stabilization Trust**

310 17th Street, NW, Suite 1050 • Washington, DC 20004 • Tel: (202) 331-1232 • Fax: (202) 331-1292

application, as submitted to the Stabilization Trust, and that it will immediately notify the Stabilization Trust in writing of any changes to such activities. Buyer understands that failure to comply with the guidelines, terms, and conditions contained in the Program Guide may result in temporary or permanent suspension from the Acquisition Program.

This Memorandum of Understanding contains the entire understanding of Buyer and the Stabilization Trust with respect to Buyer's participation in the Acquisition Program. This Memorandum supersedes and cancels all other agreements and understandings, both written and oral, between the Buyer and the Stabilization Trust related to the Acquisition Program.

Please indicate your agreement to the terms of this Memorandum of Understanding by signing the acceptance below and returning a copy to us. Delivery of an executed signature page of this agreement by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of an original executed agreement.

We look forward to our continued work together.

Very truly yours,

Craig Nickerson  
President  
National Community Stabilization Trust,  
LLC, a Delaware limited liability company

ACCEPTANCE:

Date: \_\_\_\_\_

City of Pompano Beach, a(n) Municipal Corporation

By:  
Its:

019089/280001/1043801\_5

"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



# National Community Stabilization Trust

## Property Acquisition Program Guide



National Community  
Stabilization Trust

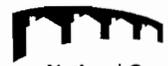


# NCST Property Acquisition Program Guide

Overview of Community Buyer Eligibility Requirements & Guidelines for Program Participation

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National Community  
Stabilization Trust

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## Section 1: About the National Community Stabilization Trust

The National Community Stabilization Trust (NCST) is a non-profit organization that serves as the bridge between financial institutions and local housing providers to stabilize neighborhoods. We help community-based housing providers accomplish housing strategies that ensure low- and moderate-income families have access to affordable, safe homeownership and rental opportunities. Many of these housing opportunities are created through the productive reuse of foreclosed or abandoned properties, which housing providers acquire, rehabilitate and then sell or rent to qualified families. NCST supports neighborhood stabilization efforts by transferring distressed properties, providing development financing and supporting local collaborations.

NCST was created in 2008 by Enterprise Community Partners, Housing Partnership Network, Local Initiatives Support Corporation (LISC), National Council of La Raza (NCLR), National Urban League, and NeighborWorks America. NCST has maintained a partnership with the U.S. Department of Housing and Urban Development (HUD) since 2010 to administer the HUD National First Look Program to support state and local Neighborhood Stabilization Program (NSP) grantees.

### 1.1 Services Provided

NCST facilitates the transfer of properties between participating financial institutions (“REO Sellers”) and eligible local housing providers (“Community Buyers”), as well as supports the property transaction needs of Community Buyers. This support includes, but is not limited to:

- Establishing standard pre- and post-purchase procedures;
- Making REO listings available through REOMatch®, a web-based property mapping and acquisition tool;
- Coordinating price offers for the acquisition of REO properties;
- Facilitating communications during real estate transactions; and
- Providing assistance with coordinating transaction closings.

NCST does not engage in the following activities:

- Take title to properties during property transfers that it facilitates;
- Act as a retail broker for individual real estate transactions; and
- Become involved in resale transactions with subsequent end users/homeowner-occupants for properties.

### 1.2 Acquisition Programs

**First Look:** The First Look Program provides Community Buyers the opportunity to purchase newly available REO properties in target neighborhoods from select financial institutions before those properties are listed for sale on



the open market. First Look properties are offered to Community Buyers immediately after a financial institution completes the foreclosure process and the property enters their REO inventory.

There are two primary benefits of the First Look Program. First, Community Buyers have the opportunity to purchase the property for neighborhood stabilization purposes before the property is more broadly marketed. Second, a concession or “discount” price is typically offered by the seller because there will be a quick and certain sale.

**Donation:** Through the NCST Donation Program, participating financial institutions make available REO properties for donation to government and non-profit Community Buyers. Donation properties may be one- to four-unit single family properties or vacant land, are typically conveyed on a property-by-property basis, and will consist of very low- value to no-value properties, and, in some circumstances, properties with market value to accomplish specific community objectives.

**Veterans Donations:** The Veterans REO Donation Program is an extension of the NCST Donation Program. Financial institutions designate select REO properties as donations to increase homeownership opportunities for military families. Properties made available through the Veterans REO Donation Program are typically single-family houses. Property types and locations vary dependent on the inventory a financial institution elects to make available. Donation properties may not be available in all geographic markets. Additional program guidelines for the Veterans Program are detailed in the Veterans REO Donation Program Guide.

**FHA First Look:** The FHA First Look program provides government and non-profit Community Buyers utilizing Neighborhood Stabilization Funds the ability to purchase HUD homes at a discount prior to the properties being listed on the open market. To purchase homes through this program, buyers must utilize at least \$1 of Neighborhood Stabilization Funds toward the purchase of each home.

## Section 2: About the NCST Property Acquisition Program Guide

The purpose of this Guide is to define the eligibility requirements and program participation standards for organizations that seek to obtain REO or donated property through NCST. NCST maintains requirements and standards to ensure that its Acquisition Programs meet the organization's mission to stabilize communities.

This Guide is organized into two sections that cover the following information:

- To be eligible to participate with NCST (be a "Community Buyer"), local housing providers must meet buyer eligibility guidelines detailed in Section 3.
- Once qualified, Community Buyers must adhere to the program requirements outlined in Sections 4-7 and the Post-closing Guidelines in Appendix I.

### 2.1 Types of Property Transactions Covered by Guide Requirements

All approved Community Buyers are required to meet eligibility and participation requirements outlined in the Property Acquisition Program Guide. Program requirements apply to all First Look and Donation properties acquired by both public and private organizations.

Transactions that are funded by public subsidies, such as NSP, CDBG or HOME funds, are exempt from most participation requirements, including rehab standards, end-user requirements, and disposition requirements.

When accepting a property through NCST Acquisition Programs, Community Buyers are asked to identify the source of funding used on acquisition and/or rehab of the property. If the Community Buyer identifies that they are using a public subsidy to acquire the property, they will be asked to provide funding verification and will be exempt from specific program requirements. Transactions that use public funds are still required to provide post-closing reporting in REOTrack, NCST's online reporting system. REOTrack reports for publicly funding transactions will require key data points such as disposition method, property secure verification and date, property sale/rental date, property sale/rental price, owner occupant verification, and verification of proof of funds used. Other data points, such as scope of rehab or 30-day updates will not be required.

If NCST receives a complaint for a property acquired with public funding, additional post-closing information may be requested from the Community Buyer.

If a Community Buyer is unable to provide verification that public funding was used, they are required to complete full REOTrack reporting and must follow all NCST program requirements.

## Section 3: Buyer Eligibility Guidelines

To be eligible to participate as a Community Buyer in the NCST Property Acquisition program, a local housing provider must submit an application to NCST and meet Buyer Eligibility Guidelines contained in this section.

### 3.1 Eligible Community Partners

The following entities are eligible to become NCST Community Buyers:

- Government or quasi-government entities;
- Non-profit housing development organizations, as designated by IRS 501(c)(3) status currently in effect, that have an established community presence and demonstrated experience with property acquisition and rehabilitation. Additional conditions apply in Section 3.2.
- Non-501(c)(3) Organizations, including for-profit entities, that work in collaboration with a Neighborhood Stabilization Program (NSP) grantee or NCST-approved non-profit housing development organizations. Additional conditions apply in Section 3.3.

### 3.2 Additional Eligibility Requirements for Non-Profit Organizations

- **Housing-Related Mission:** Non-profit organizations must have a primary mission that directly relates to affordable housing or to community revitalization through housing-related activities. The applicant organization must also have established housing-related services or programs that will actively contribute to its proposed local stabilization activities.
- **Demonstrated Experience with Acquisition and Rehabilitation:** Non-profit organizations must be able to demonstrate at least two years of direct experience with real estate project development as an organizational entity. The experience of third party developers or parties related to the applying organization is not considered a substitute for the housing services or project development experience requirement.

### 3.3 Additional Eligibility Requirements for For-Profit Organizations

There are three partnership structures under which for-profit organizations may be eligible to acquire properties in NCST Property Acquisition Programs:

- 1) **Direct relationship with a local Neighborhood Stabilization Program (NSP) effort or other publicly funded effort.** This applies to for-profit housing developers that can document a sub-contractor relationship with state or local NSP grantees, other public agencies, or provide similar written confirmation of contracted services relating to acquiring distressed properties specifically for a local stabilization effort. In this structure, the applying organization will only be allowed to use public funds to acquire properties.
- 2) **Existing relationship with a community-based non-profit housing development organization.** NCST

permits the participation of for-profit organizations that acquire properties under the coordination of an approved non-profit Community Coordinator. This partnership structure must be defined in an executed Memorandum of Agreement or similar contractual document that identifies the division of roles and responsibilities between for-profit and non-profit partners in local efforts and outlines the services provided by the for-profit entity in the community at the behest of the non-profit organization. NCST will review the partnership structure between the for-profit and non-profit entity. In addition, the non-profit organization must meet the housing-related mission and community presence requirements as stated above.

- 3) **NCST Strategic Development Partner (SDP) Program.** In select markets, NCST has established Strategic Development Partnerships with specific Real Estate Developer/Investor entities that are highly experienced, well-capitalized, and have a proven track record of successful acquisition, rehabilitation, and disposition of residential properties at scale. Entities invited to participate in the NCST Strategic Development Partner Program will be subject to a vetting and approval process based on a number of factors, including historical presence and capabilities within a given market, number of Strategic Developer Program participants assigned in a particular market, and willingness and capacity of a local jurisdiction or non-profit program to accept SDP participants.

### 3.4 Community Presence

All Community Buyers must maintain an established physical office in reasonable geographic proximity to the communities in which it proposes to acquire properties. Community Buyers must also maintain good standing with the local Secretary of State or applicable governing office where they acquire properties.

In absence of a physical office, Community Buyers may qualify if they demonstrate a clear history of direct involvement in the geographic area, which may include prior experience providing services in collaboration with organizations physically located in targeted geographies.

### 3.5 Proof of Funds and Eligible Funding Sources

As part of the eligibility review process and in order to be approved as a Community Buyer, an applicant must demonstrate that they have access to sufficient sources of funding to acquire properties.

NCST permits a range of capital sources for financing the acquisition and development of properties. Community Buyers may use federal funding including Neighborhood Stabilization Program (NSP) funds, CDBG, or HOME funds; state, or local public funding or grants; disaster relief funds; program income from federal programs; philanthropic funding, or other appropriate public and private sources to purchase properties.

NCST reserves the right to review sources of capital used by Community Buyers to acquire properties. All Community Buyers will be asked for proof of funds and upon request, furnish background information on private

capital providers. Funding agreements with private capital providers cannot require that title to properties will be transferred to a capital provider(s) after closing. The terms of the financing should not prioritize profit over the purpose of neighborhood stabilization and the requirements contained in the Guide; and there should be no identity of interest between a capital provider and individual directors, trustees, officers, or employees of the Community Buyer. Profit sharing relationships may require a reasoned opinion of counsel that such an arrangement is consistent with a Community Buyer's 501(c)(3) status.

NCST does not typically view conventional or FHA mortgage financing as an acceptable form of acquisition financing for the purchase of properties through its Acquisition Programs. Long term financing that facilitates renovation as part of the conveyance of the property to a prospective occupant may be eligible. Examples of this may include lease-purchase programs or programs that leverage FHA 203(k) financing.

### 3.6 Application Process

In order to become approved as an eligible Community Buyer, NCST requires interested local housing providers to complete an application process. Following application approval, eligible Community Buyers complete onboarding and training requirements to begin active program participation. All applicants are expected to return all requested materials to NCST fully completed and in a timely manner. NCST determines a Community Buyer's eligibility based on the documentation and representations submitted during the application process. Community Buyers must inform NCST immediately of any material changes to their operations, funding sources, or tax or corporate status. Failure to report such changes may result in temporary or permanent suspension from NCST Acquisition Programs.

NCST reserves the right to decline the participation of an applicant that cannot demonstrate that all Buyer Eligibility Guidelines are met during the application process. If an application is declined, NCST will consider appeals through an internal Appeals Board. All determinations made by the Appeals Board are considered final.

#### **Step 1: Community Buyer Pre-Qualification Questionnaire**

NCST will provide interested applicants with a Pre-Qualification Questionnaire. Once an applicant completes the Questionnaire, NCST will determine if the applicant is eligible to submit a full application to participate in the NCST First Look Program and/or Donation Program.

#### **Step 2: REO Acquisition Program Application**

Once prospective Community Buyers are invited to move forward with an NCST First Look or Donation Program application, a subsequent, more in-depth REO Acquisition Program Application must be completed. This application requires applicants to submit a completed Application form with additional supporting materials on organizational structure, IRS status, programming, and experience. The full list of supporting materials will be included with the program application. NCST will review the completed application and formally approve or decline an applicant

### **Step 3: Community Buyer Overview/Introduction Meeting**

Once approved, Community Buyers will be invited to attend a Buyer Overview/Introduction webinar. During this webinar, in-depth information about NCST programming, timelines, and pricing considerations will be provided, as well as a preview of REOMatch.

### **Step 4: Target Area Planning**

After completing the Buyer Overview webinar, a Community Buyer will work with NCST to determine the target areas to include in REOMatch. NCST will then create an individualized REOMatch portal with a Community Buyer's service area.

### **Step 5: Purchase Agreement Template**

Community Buyers will be sent the pre-approved NCST Purchase Agreement templates for review by the Community Buyer's preferred legal counsel. Written consent to use the pre-approved purchase agreements is required prior to a Community Buyer's participation in the NCST First Look Program. Purchase agreements cannot be amended and Community Buyers cannot include additional addenda.

### **Step 6: NCST Memorandum of Understanding Execution**

All Community Buyers must execute the NCST Memorandum of Understanding (MOU) prior to moving forward with the Go Live call. The NCST MOU confirms a Community Buyer's acceptance of the participation requirements outlined in this Guide.

### **Step 6: Go Live Call**

In the final step of the onboarding process, Community Buyers will be invited to a call with an NCST Senior Asset Manager and Closing Manager to confirm day-to-day transaction policies and procedures, review the closing process, and cover any last minute questions a Community Buyer may have prior to activation.

## Section 4: Program Participation Standards and Requirements

### 4.1 Purchase Volume and Capacity Requirements

Community Buyers must demonstrate capacity to purchase properties on an ongoing basis and apply a high standard of rehab to properties acquired. Community Buyers can temporarily deactivate their participation with NCST during interim periods when acquisitions will not be actively considered, due to capital or capacity constraints.

All new Community Buyers will have a maximum property accept cap that is enforced after their activation. During the onboarding process, NCST will establish a property accept cap considering the Community Buyer's staff and financial capacity, as well as availability of properties in consultation with the Community Buyer. After the cap is met, the Community Buyer will be "paused" from receiving new properties to permit NCST time to review the Community Buyer's existing capacity and adherence to the Program Guidelines, and to develop a new acquisition goal. This meeting will occur after all properties acquired have closed and the Community Buyer has begun REOTrack reporting.

Active Community Buyers who are accepting a large volume of properties and/or have a large active portfolio of NCST properties as compared to other NCST Community Buyers, will periodically meet with NCST to review ongoing capacity and ensure all program requirements are being met. In certain cases, during this review, Community Buyers may be temporarily paused from receiving additional property opportunities. Community Buyers who are paused for taking a large volume of properties and exceeding their capacity may be reactivated with a property accept cap.

### 4.2 Geographic Acquisition Areas for Buyer Entities

Community Buyers must articulate a clear, geographically targeted acquisition strategy and focus stabilization efforts in markets with demonstrated need. Buyer entities will designate target areas, geographic acquisition areas in which properties are made available by NCST. These target areas must directly correspond with the Community Buyer's community presence.

Generally, First Look target areas must be geographies where foreclosures, property abandonment, and accelerated property value depreciation (as compared to other local market areas) have had a demonstrable negative impact, and/or be geographies that are considered to be blighted, as defined by state or local law, or governmental authority. This includes, but may not be limited to:

- **HUD NSP designated areas; or**
  - **Based on the HUD foreclosure risk scale\*, other geographies that HUD has scored 14- 20 or meet the HUD-defined state minimum score for NSP funding, whichever is lower. \*The HUD-calculated risk scale is used to predict whether or not a neighborhood has a high or low risk for foreclosed and**

abandoned homes. Local markets are assessed on a scale from 0-20, based on numbers of foreclosures, vacancy, abandonment, and other such factors.

Upon written request by a state or local government, NSP grantee, or approved state or local land bank, NCST at its discretion may allow for other distressed market areas to be designated as target areas. Such areas may be metro or non-metro low- and moderate- income (LMI) markets, designated disaster areas, or areas defined by the U.S. government as special community and economic development projects. In the event a Community Buyer is utilizing a specific funding source (e.g. public and philanthropic dollars) that limits activities to purposes that may not directly coincide with the above geographic restrictions, NCST will evaluate whether the public purpose of the Community Buyer's program reasonably correlates to the scope of NCST's stated mission and charitable purpose. Examples of this may include funding to provide housing for underserved segments (e.g. homeless, disabled, seniors) that is limited to a specific population or purpose but not restricted to a geographic boundary.

Donation target areas do not follow the above HUD foreclosure risk scale requirements, but must still coincide with the Community Buyer's community presence.

#### 4.3 Community Buyer Prioritization in Shared Target Areas

NCST can accommodate the participation of multiple Community Buyers in the same geographic area. However, NCST reserves the right to limit the participation of new Community Buyers in target areas where there will be substantial overlap with existing active Community Buyers.

In markets where multiple buyer entities participate and target areas overlap, NCST will implement a priority system on a transactional basis for awarding properties. The following factors will be considered for each transaction:

- Funding type used
- Buyer's community presence: The Community Buyer's **primary** office location determines the Buyer's community presence. For example, if the Buyer's primary office is located in the same state as the property, the Buyer is considered local.
- Entity type
- Intended disposition
- Current compliance with REOTrack reporting: Compliance with REOTrack reporting is updated on a weekly basis.

Each factor will be scored and the property will be awarded to the organization with the highest score. Favor will be given to local organizations using public funds pursuing homeownership opportunities. The following are examples of the prioritization scoring:

- 1st priority: Government entity using public funds pursuing homeownership opportunities
- 2nd Priority: Non-profit entity using public funds pursuing homeownership opportunities
- 3rd Priority: Government or Non-profit entity using non-public funds pursuing homeownership

opportunities

In the case that more than one buyer is accepting a property and more than one buyer has the highest score, the property will be awarded on a first come, first served basis.

#### 4.4 REOMatch and Acquisition Timelines

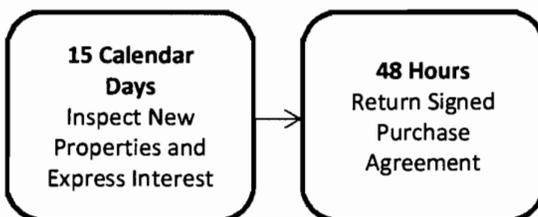
REOMatch is a web-based property mapping and acquisition tool used by NCST and its partners to show properties. Community Buyers have their own personalized REOMatch portal to view and transact on properties. All Community Buyers are expected to respond to property offerings in REOMatch within the established timelines.

Below are the timelines for each acquisition program:

##### First Look



##### Donation



##### FHA First Look



## 4.5 Inspecting Properties

Community Buyers must physically inspect properties during the inspection period, prior to requesting First Look pricing or accepting a Donation property, unless inspections are not possible based on the Acquisition Program's structure. Access information will be available in REOMatch for all properties. Community Buyers should contact the listed agent to schedule an inspection. Agents should be present during inspection. If a Community Buyer does not physically inspect a property prior to accepting and cancels the transaction at a later date, it may result in temporary or permanent removal from NCST Acquisition Programs.

During inspection, Community Buyers should estimate the current fair market value of the property and the needed rehabilitation work for end disposition to determine if the property is suitable for their acquisition program. Given historical discount percentages, Community Buyers should only request pricing on those properties where the fair market value less the discount would make it economically feasible to move forward with the property. Based on the physical inspection, in combination with review of the pricing received, Community Buyers should then accept or decline properties.

## Section 5: Property Holding, Acquisition, and Disposition Methods

### 5.1 Property Selection

NCST requires that Community Buyers only pursue the acquisition of properties of accessible value. Accessible value can be defined as:

- When the fair market value of a property at acquisition is within the reasonable purchase range for a low-, moderate-, or middle income homebuyer using conventional financing products; and
- When the sales price of the property post-rehabilitation will be within the reasonable purchase range for a low-, moderate-, or middle income homebuyer (up to 120 % of Area Median Income (AMI)) using conventional mortgage financing products.

### 5.2 Chain of Title Disclosure

Community Buyers are required to provide full disclosure to NCST on the legal entity or entities that will be taking title to properties acquired through NCST Acquisition Programs.

NCST and its participating REO Sellers require that Community Buyers taking title on properties acquired through NCST Acquisition Programs remain on the title through the end-disposition of the properties.

If a Community Buyer wants to introduce a third-party entity to the chain of title, the Buyer must notify NCST and receive NCST approval prior to title transfer. Community Buyers will be required to submit an executed MOU or partnership agreement with the third party and complete a disclosure form so that NCST can understand the reason for title transfer. Community Buyers who introduce entities into the chain of title without notification or approval from NCST may be temporarily or permanently paused from participation.

If a Community Buyer participates in a resale transaction with a non-owner occupant third party, the following guidelines apply:

- Community Buyers should only participate in resale transactions with third party entities that have been established and are operated in accordance with applicable state and federal law. This includes including limited liability companies, corporations, trusts, and other real estate holding entities.
- The Community Buyer and third party entity should have a pre-established agreement on how properties will be utilized upon resale ensuring the reuse of properties by the third party entity are consistent with the stated goals of this program.
- There should be no collusion or inappropriate agreement, including profit sharing agreements, between a Community Buyer and third party entity.
- The Community Buyer or any of its directors, trustees, officers, or employees should not share an identity of interest with any third party entity to which properties are resold. Similarly, Community

Buyers should not participate in resale transactions to owner occupants with whom there is an identity of interest. Additionally, Directors, trustees, officers, employees, consultants, and their family members are not eligible to occupy, purchase, or lease properties.

NCST uses the HUD definition of “identity of interest” for the purposes of resale restrictions for its programs. Identity of interest means any relationship (generally based on family ties or financial interests) between (a) the seller and property purchaser (prospective owner), (b) the owner and/or general contractor and the subcontractor, material supplier or equipment lessor, or (c) the owner and the lender, which would reasonably give rise to a presumption that the parties to the transaction may operate in collusion in establishing the purchase price of the property, the cost of the rehabilitation work, or the terms of the financing.

Properties transferred to a third party entity must still meet holding, rehab, and disposition standards outlined in the Program Guide. Community Buyers who transfer properties to a third party entity will be responsible for reporting through the end-disposition of the property to a qualified end-user.

### 5.3 Property Holding and Maintenance

Community Buyers are responsible for the security and maintenance of properties upon closing, including vacant land. During holding periods, Community Buyers are expected to provide ongoing stewardship of properties such that properties will not impose additional blight or create health or safety hazards in the neighborhood. This may include, but not be limited to, securing structures, keeping property lot free of debris, regularly maintaining property lots including grass mowing, or leaf or snow clearance, etc.

Community Buyers are responsible for maintaining properties to a standard that will not violate local codes. Community Buyers are responsible for any code violations and fines assessed by local authorities for lack of property maintenance. In the event local authorities cite a property for ongoing deferred maintenance, Community Buyers are expected to promptly remediate any code deficiencies.

### 5.4 Rehabilitation Timeline

Community Buyers are expected to make best efforts to commence rehabilitation work on properties as soon as circumstances allow. In general, REO Sellers participating in NCST Acquisition Programs request that rehabilitation work on properties commence within 60 days of closing. NCST and its Seller Partners fully recognize that exceptions to this will exist, due to local permitting timelines, geographic seasonality, market feasibility, or capital requirements. Community Buyers who are unable to start rehab within 60 days of closing should notify NCST via REOTrack. Please see Property Holding and Maintenance and Post- Closing Reporting for additional guidance on managing and reporting on properties that will have longer redevelopment timelines.

## 5.5 Rehabilitation Standards

Community Buyers must apply a reasonable standard of repair to properties acquired through the NCST Acquisition Programs prior to the end disposition and re-occupancy of a property. The minimum standard considered reasonable in most cases will require the Community Buyer to rehabilitate the asset to FHA Housing Quality Lending standards or local building codes, whichever is more rigorous.

All Community Buyers must ensure renovation work on all property acquired through NCST Acquisition Programs is under warranty for a term of at least one-year or the minimum term requirements for the state, whichever is greater. To ensure the safety and soundness of renovation work for occupants of the properties post-rehab, Community Buyers must ensure that their contractors will remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, for a term consistent with requirements stated above. Contractors shall also furnish all manufacturers' and suppliers' written warranties to owner upon resale of property, as applicable based on the end-disposition of the property.

Third party contractors engaged by a Community Buyer to assist in rehabilitation should not have any identity of interest with the individual trustees, officers, or employees of the Community Buyer. Contracts should be at arm's length and provide no more than reasonable compensation for the services provided based on the prevailing market conditions and should not contain profit sharing or other provisions that could result in the priority of profit over the purposes of NCST Acquisition Programs and neighborhood stabilization.

## 5.6 Permissible Disposition Methods for Properties with Structures

Properties that Community Buyers acquire through the NCST Acquisition Programs must meet qualified end uses that are consistent with neighborhood stabilizations needs. The end use of properties must provide a clear benefit to the community and occupants upon reuse or repurposing. Properties with structures should be redeveloped in a manner that is consistent with neighborhood stabilization efforts, the charitable purpose of NCST, and the goals of this program. NCST prohibits Community Buyers from reselling properties acquired through its programming entities for the sole purpose of realizing a profit – “property flipping”. For more information on property flipping restrictions, please see Section 7.6.

Homeownership is the preferred disposition strategy for all properties acquired through NCST Acquisition Programs. If homeownership cannot be realized, Community Buyers may pursue the following alternative end disposition strategies with explicit approval from NCST: short-term affordable rental, long-term affordable rental, lease-purchase, transitional housing, or land banking.

Community Buyers who will not be pursuing homeownership must receive approval from NCST prior to pursuing non-homeownership strategies. To request a program exception, Community Buyers will complete a disposition exception form prior to the commencement of alternative disposition strategies. Disposition exceptions are given

at the property level or at the program level. Community Buyers whose primary strategy is rental or other alternative dispositions should seek program approval for their alternative strategy so they do not need to seek property specific exceptions.

### **Demolition**

Community Buyers should pursue demolition of the property when the poor or deteriorated condition of a property renders redevelopment for occupancy economically infeasible or demolition is the Community Buyer's programmatic strategy. Community Buyers do not need to receive NCST approval to demolish a property. In the event a property is demolished, the Community Buyer is expected to facilitate an end-use for the vacant land that is consistent with neighborhood stabilization goals, as outlined in Section 5.7. Under select circumstances, the financial institution donating a property may include a monetary contribution to the Community Buyer to specifically fund the demolition of that property. In the event a monetary contribution from the financial institution is made available for a property, a Community Buyer may not resell the vacant land for program income after demolition is completed.

## 5.7 Permissible Disposition Methods for Properties without Structures

The Community Buyer should directly facilitate the reuse of vacant land for a purpose that meets the goals and requirements of this program and does not impose additional blight on the community. Allowed disposition strategies include the following:

**Affordable Housing Construction:** The preferred disposition strategy for vacant land is the redevelopment of the land with a newly constructed affordable home.

**Community Green Space:** Vacant land may be re-conveyed to non-profit or civic groups for reuse as community recreational or green space, including community gardens, playgrounds, or to promote green open space in urban neighborhoods. Vacant land may also be re-conveyed to owners of directly adjacent property.

**Land Banking/Land Assembly/ Long Term Hold:** If Community Buyers will defer the redevelopment of vacant land parcels for future construction or resale, the property or vacant lot must be secured and regularly maintained so that it will not become hazardous or impose blight on the surrounding neighborhood. Community Buyers will be expected to provide a description of how the land will be reused and the expected timeline upon which reuse will occur. Community Buyers will also be asked to re-certify the status of vacant land on a semi-annual basis until redevelopment commences or resale takes place.

**Parcel Sale for Program Income:** Vacant land parcels may be resold for the purpose of generating program income for a Community Buyer, if proceeds will fund other programmatic activity that is directly related to the acquisition and rehabilitation of foreclosed and abandoned housing, removal of blight in neighborhoods, or the provision of housing for income eligible families or special populations. Community Buyers who will be selling properties for program income cannot share an identity of interest with the purchaser of the vacant land parcel, as

detailed in Section 7.6.

In the event a monetary contribution from the donating financial institution is made available with the donation of vacant land parcels, a Community Buyer may not resell the vacant land parcel for program income.

## 5.8 Qualified End-Users

Community Buyers agree to source income-eligible end-users for properties acquired through the NCST Acquisition Programs. Income-eligible is defined as an individual or family within 120% of local Area Median Income (AMI). The primary purpose of NCST Acquisition Programs is to increase homeownership opportunities for low- to moderate-income individuals or families.

## 5.9 Marketing

Community Buyers are required to market properties to income-eligible homeowners for at least 60 days (“minimum marketing period”) after completing rehab. After 60 days, Community Buyers can request to pursue alternative disposition strategies if homeownership is not viable. If a Community Buyer would like to pursue an alternative strategy, they must list the property on the MLS for at least 30 days prior to requesting an alternative disposition strategy exception from NCST. As detailed in Section 5.6, all alternative disposition strategies must be approved by NCST prior to commencing the alternative strategy.

Community Buyers may utilize the MLS, housing-counseling network, or other community partners to market available properties to eligible homebuyers, including local housing counseling agencies or other outlets.

## Section 6: Community Coordinators

If there is a strategic or programmatic opportunity to coordinate the distressed asset acquisition efforts of multiple entities within a given geographic-constrained housing market, NCST may approve a Community Coordinator structure to provide program efficiencies and effectiveness.

In these instances, one direct Community Buyer will act as the agreed upon Community Coordinator and will take on increased responsibilities including:

- Acting as principle point-of-contact to NCST to coordinate the distribution of properties to approved participating entities;
- Sourcing entities that will work within the coordinated effort;
- Ensuring all NCST Acquisition Program Guidelines are followed by all coordinated entities, including REOTrack reporting; and
- Managing the successful execution of the local neighborhood stabilization effort.

### 6.1 Sub-buyers

A Sub-buyer is defined as an organization that is working under the coordination and direction of an approved Community Coordinator. Sub-buyers need to meet the eligibility requirements in Section 3 of this Guide. If sub-buyers do not meet NCST eligibility requirement, NCST may consider requests from Community Coordinators for an exception with good reasons.

Sub-buyers must complete NCST's application process, including executing the NCST Memorandum of Understanding confirming their acceptance of the program requirements detailed in this Guide. NCST reserves the right to decline sub-buyers or discontinue their partnership in NCST Acquisition Programs at any time.

Sub-buyers must be willing and able to take direct title on properties and adhere to NCST's Chain of Title requirements detailed in Section 5.2.

### 6.2 Approved Partnership Structures

Community Coordinators will need to provide an executed partnership agreement with their approved Sub-Buyers to NCST as part of the Sub-Buyer approval process. This agreement should detail the following information:

- Purpose of the partnership
- Duration of the partnership including expiration
- Services offered by each party
- Fee structure, if applicable
- Confirmation Sub-Buyer and Coordinator have read, understand and will adhere to NCST Program Guidelines

### *Exclusivity Clauses*

NCST does not allow Community Coordinators to restrict the access of Sub-Buyers to NCST Acquisition Programs. Eligible Sub-Buyers have the right to work directly with NCST at their discretion. NCST will not actively engage Sub-Buyers for direct partnerships, but will accept applications from existing Sub-Buyers for direct access to NCST Acquisition Programs.

## 6.3 Coordinator Roles and Responsibilities

By assuming the role of Community Coordinator, the Community Coordinator is agreeing to partner with NCST in providing quality controls and strategy guidance for all Sub-Buyers under its direction. The Community Coordinator should understand its role to be that of ensuring quality programming from front-end Sub-Buyer sourcing to back-end property disposition and working with NCST staff to explore new areas of opportunity, raise questions or concerns about Sub-Buyer performance, and ensure that program guidelines are upheld.

### **Communication**

Community Coordinators act as the central point of contact between NCST and the Sub-Buyer.

Coordinators are responsible for communicating the following to Sub-Buyers:

- Changes to NCST Acquisition Program requirements;
- Property information (access information, offers, considerations, etc.);
- Documentation requirements and changes;
- Program management concerns; and
- Other opportunities and issues that relate to NCST programming.

### **Program Adherence**

Community Coordinators and sub-buyers must follow all stated NCST participation requirements. Community Coordinators will be responsible for ensuring Sub-buyers are following program requirements and standards outlined in this Guide. NCST reserves the right to decline Community Coordinators and sub-buyers or discontinue their participation in NCST Acquisition Programs for non-adherence to guidelines at any time.

### **Post-Closing Reporting**

Community Coordinators will be responsible for monitoring and reporting on the status of the sub-buyers' post-closing activities. Community Coordinators are responsible for collecting this information from their Sub-Buyers and providing it to NCST in REOTrack. Coordinators will be responsible for ensuring post-closing activities (e.g. securing properties, rehab, marketing, chain of title) meet NCST Program Guidelines. Coordinators who do not monitor these activities can discuss delegation of this responsibility to NCST for a monthly management fee.

## Section 7: Program Reporting and Participation Monitoring

NCST monitors the adherence of Community Buyers to program goals and guidelines on behalf of the financial institutions that participate in NCST Property Acquisition Programs as REO Sellers or Donors.

### 7.1 Open Record Standards

As program administrator, NCST must comply with open record standards with the participating financial institutions. As a condition of participation, Community Buyers are expected to operate with the same open record standards. Community Buyers should be operationally prepared to make readily available information related to the acquisition and redevelopment of any property transferred through the Program, including cost of renovation work, hiring practices and labor costs, occupant sourcing and qualification, revenue and income, marketing information, etc. Community Buyers should also be prepared to produce recent photographs of properties upon request.

NCST does not make information collected from Community Buyers available apart from our established NCST Sponsors, Sellers and Partners (e.g. HUD). It is collected and analyzed for the sole purpose of monitoring participation and performance of individual organizations, and assessing the effectiveness and overall impact of NCST programming.

### 7.2 Post-Closing Reporting

After closing on a property, Community Buyers are expected to provide NCST with regular information on the status of properties. The requirement to provide post-closing reporting on a property begins 30 days after initial closing. Community Buyers are required to report on property status once every 30 days thereafter, until the property has been fully redeveloped and/or converted into an acceptable end-use.

To report post-closing information, Community Buyers are provided with free access to REOTrack, the online reporting system of record for all NCST Property Acquisition Programs. Every Community Buyer organization is assigned an individual REOTrack portal, which contains the cumulative record of all property acquired through NCST.

Community Buyers use REOTrack to report to NCST on the progression of work completed on all properties acquired, including where properties fall within various stages of redevelopment. This keeps NCST up-to-date on how redevelopment work is progressing on properties and the end-disposition or final results of properties when redevelopment work has been completed.

Community Buyers must log into REOTrack at least once every 30 days to report on the redevelopment stage of each property.



Please review Appendix I: Guide to REOTrack Post-Closing Reporting for more information on required data points.

### 7.3 Title Tracking

Using public databases and resources, NCST records information on the transfer of title for properties acquired through both the First Look and Donation Programs. For up to three transfers of title, NCST tracks the entity or person to whom title is transferred, resale date, and recorded resale price. The purpose of this title tracking is to perform an independent validation of the information self-reported by Community Buyers through REOTrack and to ensure that property reuse meets program guidelines and standards.

As a condition of participation, Community Buyers are required to provide NCST with up-to-date information on program partners that will be part of the redevelopment of properties and to which a transfer of title will occur. NCST reserves the right to require Community Buyers to provide information on any entity or person that is introduced into the chain of title for a property acquired through NCST Acquisition Programs. Please see Section 5.2 for more information on chain of title disclosure.

### 7.4 Site Visits

NCST may elect to make site visits to Community Buyers to inspect properties acquired through NCST Acquisition Programs. NCST will determine whether a site visit is necessary based on a combination of factors: at certain property acquisition thresholds (e.g. at 10 or more properties); based on post-closing reporting; upon recommendations or concerns from local stakeholders; at the request of participating financial institution partners; as part of an internal compliance review; or to generally discuss program strategy and accomplishments.

Community Buyers will receive pre-notification of a site visit. Onsite visits may include NCST staff or a designated representative of NCST, and are generally meant to validate the quality and scope of redevelopment work completed. As applicable, NCST may engage additional third parties in onsite property reviews, including representatives from local government housing and community development agencies, the U.S. Department of Housing and Urban Development (HUD), non-profit organizations affiliated with NCST's Sponsors, or locally based non-profit or private developers, property managers, or real estate professionals.

### 7.5 Guidelines Management Notices

NCST will determine whether a Community Buyer is adhering to the program standards detailed in this Guide based on Buyer-reported post-closing information, quality assurance reviews, title reviews, site visits, or any other means including complaints from community or financial institution partners.

Failure to meet program requirements and standards, including reporting requirements and post-closing

documentation, may result in NCST electing to temporarily suspend or permanently discontinue the access of a Community Buyer to new property listings.

In the event NCST temporarily suspends access for the Community Buyer to its programs, NCST will provide guidance to the Community Buyer in writing on the areas that require correction. If NCST determines that a Community Buyer's purpose or activities are inconsistent with NCST Acquisition Program goals, that the Acquisition Program is being used to benefit private interests, or if a Community Buyer is unable or unwilling to meet program requirements, NCST may elect to permanently discontinue access participation.

## 7.6 Ineligible Resale or Reassignment of Title (Property Flipping)

There is no generally accepted definition in the industry for property flipping. For the purposes of the NCST Acquisition Programs, "property flipping" refers to the practice by which a property is acquired through NCST and is quickly resold in to a third party for a substantial profit. Often, properties are sold in "as-is" condition after acquisition, or the property is resold with only minor cosmetic improvements. Additionally, transactions may not be open market sales, such that in advance of the initial acquisition of the property from NCST, the Community Buyer has pre-identified a known third party as an outlet for the property for the purpose of generating a profit.

For the purposes of NCST's programming, "property flipping" is not permitted. Properties that Community Buyers acquire through NCST are sold with a pricing concession (First Look) or sold at a nominal price (Donated) by participating financial institutions; therefore, Community Buyers must ensure that the resale of a property:

- Facilitates an end use that is consistent with neighborhood stabilization goals; and
- Is not in conflict with the charitable purposes of either NCST or the non-profit Community Buyer that is acting as seller on a resale transaction.

### **Resale Restrictions**

NCST prohibits Community Buyers from reselling properties acquired through its programming entities for the sole purpose of realizing a profit. Community Buyers should not participate in resale transactions that are inconsistent with the goals of the program, wherein resale of a property acquired through NCST programming will not yield a tangible benefit to the community, or the availability to end-occupants of safe, affordable homeownership or rental housing.

As outlined in this guide, Community Buyers have a different range of permissible end uses and resale restrictions for properties acquired through NCST Acquisition Programs. To determine if property flipping has occurred, NCST will consider the following factors: a) the type of entity to which the property was resold; b) the level of renovation work completed on the property prior to resale; c) the relationship between parties in the resale transaction; and d) whether the end use of the property is consistent with program goals.

Generally, all resale transactions must be to owner occupant homebuyers. Unless program circumstances dictate

otherwise, properties should be marketed openly and fairly, through a multiple listing service (MLS) for a period of at least 60 days, to owner occupant homebuyers. This rule is applicable to all properties, except in cases where NCST has granted the Community Buyer program- level approval of an alternative disposition strategy where reassignment of title to a non-owner occupant entity is reasonable and appropriate.

If a property is resold within 60 days of initial acquisition and the Community Buyer realizes any substantial financial gain on the sale, and whereby the resale price of the property is greater than 20% above the Community Buyer's acquisition cost, the Community Buyer must also verify that there has been sufficient, legitimate renovation, repair, or rehabilitation work completed on the property to substantiate the increase in value.

If a Community Buyer participates in a resale transaction in furtherance of any of these goals with a non-owner occupant third party entity, the following guidelines apply:

- Community Buyers should only participate in resale transactions with third party entities that have been established and are operated in accordance with applicable state and federal law. This includes limited liability companies, corporations, trusts, and other real estate holding entities.
- The Community Buyer and third party entity should have a pre-established agreement on how properties will be utilized upon resale ensuring the reuse of properties by the third party entity are consistent with the stated goals of this program.
- There should be no collusion or inappropriate agreement, including profit sharing agreements, between a Community Buyer and third party entity.
- The Community Buyer or any of its directors, trustees, officers, or employees should not share an identity of interest with any third party entity to which properties are resold. Similarly, Community Buyers should not participate in resale transactions to owner occupants with whom there is an identity of interest. Additionally, Directors, trustees, officers, employees, consultants, and their family members are not eligible to occupy, purchase, or lease properties.

In the event NCST or any of its financial institution partners determine that a Community Buyer has been involved in reoccurring or premeditated "property flipping", NCST reserves the right to immediately discontinue the participation of that Community Buyer in all property acquisition programs. NCST may also suspend or terminate the participation of a Community Buyer at the explicit request of one or more of its financial institution partners for "property flipping" violations.

## Appendix I: Guide to Post Closing Reporting

Collecting post-closing data helps NCST track the impact of neighborhood stabilization activities at the national level. Your progress is an important part of the national picture of how neighborhoods are being reclaimed from foreclosures and abandonment, new homeownership opportunities are being created, and evidence that renovated homes can renew communities.

Additionally, the financial institutions that partner with NCST require data on the end-disposition of properties acquired by Community Buyers through NCST Acquisition Programs. The participating financial institutions need data on the properties that have been transferred through NCST for internal tracking, compliance, and accounting purposes, including reporting related to the Community Reinvestment Act purposes, and going forward, the National Mortgage Settlement. In addition, the REO departments at the financial institutions use this information to maintain support for continuing participation, extending pricing concessions, and making available donation properties.

### REOTrack Reporting

NCST requires Community Buyers to provide accurate and up-to-date progress reports on the status of now closed properties acquired through NCST. This includes keeping NCST up-to-date on the status of properties currently under rehab but more importantly, the outcome or end-disposition of properties in their final state of reuse.

All Community Buyers will have access to REOTrack. Each Buyer's REOTrack portal will contain the cumulative record of all properties acquired through the First Look and/or Donation programs since the start date of the Community Buyer's participation with NCST. Because REOTrack is updated with new records as soon as properties are acquired, Community Buyers can keep NCST informed on the current status of each property acquired. This means buyers can report on individual properties as rehab is completed or report on the status of several properties at the same time.

REOTrack captures information on the progress of properties acquired and where they fall within various stages of completion. This could include the following categories: rehab not started, rehab in process, rehab complete/for sale, rehab/resale completed, or other reuse completed. When properties have been recently acquired and rehab work may not have begun, it is still important to NCST that buyers note the current status of the property and the anticipated schedule for rehab work to commence.

After Buyers have submitted new REOTrack property updates, NCST will review responses and identify any additional data points that need completion or require additional detail.

### Required Information

NCST requires the following information to be provided on each property acquired, as specified in the information fields included in REOTrack:

#### **Resale/Reuse Information**

- Disposition Method: Identify the intended end-use or, if completed, the final disposition for the acquisition (rehab/resale, rental, lease-purchase, land bank)
- Property Secure/Date: Verify that you have secured the property after acquisition from the bank, and provide the date the property is secured
- Scope of Rehab/Property Disposition: Provide a detailed scope of rehab completed on the property, including costs and timeline of the project
- Total Rehab Cost: Total amount spent on rehab
- Rehab Begin Date: Date rehab was started
- Rehab Completion Date: Date rehab was completed
- Property List Date: Date property was listed for sale/rental
- Property List Price: Price property was listed for
- Property Re-sale Date: Date property was sold
- Property Re-sale Price: Price at which property was sold to an end user
- Marketing Strategy: Identify how the property was marketed or listed for sale
- Reuse of Sale Proceeds: Identify how any sale proceeds will be used

#### **Rental Information (When rental is intended disposition):**

- Rental Lease Start Date: Start date of lease
- Rental Lease End Date: End date of lease
- Monthly Rental Lease Amount: Monthly lease/rental price

#### **Occupancy Information**

- Purchaser Family Size: Number of family members that purchased or rented property
- Head of Household Age: Age of the head of household of purchasing/renting family
- Occupant % AMI: Percent of area median income of purchasing family
- Marital Status: Marital status of purchasing/renting end user (Married, Single)
- Family Race/Ethnicity: Race or Ethnicity of end user
- Owner Occupant Verification: Verify the property was sold to an owner occupant
- Homebuyer Education Verification: Verify if homebuyer education/counseling was provided
- Name of Counseling Organization (if applicable): Name of the organization that provided counseling services
- Veteran Verification: Indicate if the occupant is a US Military Veteran
- Discount Provided to Veteran (Veterans Donation Program Only): Indicate the discount (percentage) provided to the Veteran

#### **Homebuyer Information (if applicable)**

- Mortgage Type: Type of mortgage used for purchase (FHA, Conventional, etc.)
- Mortgage Amount: Dollar amount of mortgage used by end user
- Mortgage Holder Gender: Gender of mortgage holder (Male, Female)

**Uploaded Documentation:** Documents should include before-and-after photos that demonstrate the condition of the property at acquisition and resale, if available, or information, press releases and/or event photos that commemorate with the completion of the property (ex. ribbon-cutting ceremony with new homeowner, community bus tours, etc.)

- Pre-rehab Photos: Date-stamped photos of property at the time of possession
- During-Rehab Photos: Date-stamped photos of property during rehab
- Post-rehab Photos: Date-stamped photos of completed rehab
- HUD-1: HUD-1 document from the reseller to the homeowner
- Rehab Scope: Scope of rehab document
- Marketing Information: Copy of MLS Listing or other marketing materials used
- Rental/Lease Agreement (if applicable): Copy of signed Rental/Lease agreement
- DD214 (Veterans Donation Program Only): Copy of Veteran form DD214 to confirm Veteran's status
- Status Update Photos: Upload date stamped photos every 60 days

Meeting Date: March 24, 2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE      **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND PAUL'S CLEANING SERVICE OF BROWARD, INC., PROVIDING FOR JANITORIAL SERVICES AT CITY HALL AND THE COMMISSION CHAMBERS; PROVIDING AN EFFECTIVE DATE (FISCAL IMPACT \$52,824).**

Summary of Purpose and Why:

The Public Works Department desires to establish an annual, open end contract for janitorial services for the City Hall and Commission Chambers as per the terms of Bid T-57-13. This Contract shall be for a one (1) year period. The City shall have the option to renew this contract for two (2) additional one (1) year renewals as specified in Bid T-57-13, provided that City will provide notification within sixty (60) days of termination date of its intention.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Russell Ketchem, Solid Waste Manager
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director      Ext. 4097
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: 503-5310-595.52-55

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	<u>3/4/15</u>	<u>Approve</u>	<u>Robert A. McCaughan</u>
Purchasing	<u>3/5/15</u>	<u>Approve</u>	<u>Stacy J. O'Neil</u>
Finance	<u>3/6/15</u>	<u>Approval</u>	<u>J. Subble</u>
City Attorney	<u>3/9/15</u>	<u>Approval</u>	<u>Robert B. Spear</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 #2015-636**

February 24, 2015

**TO:** Russell Ketchem, Solid Waste Manager

**FROM:** Jill R. Mesojedec, FRP, Paralegal

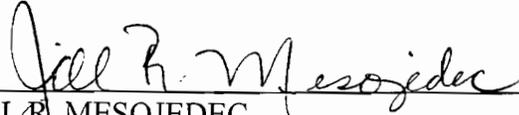
**VIA:** Gordon B. Linn, City Attorney 

**RE:** Resolution – Service Contract / Janitorial Services

As requested in your email of February 24, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND PAUL'S CLEANING SERVICE OF BROWARD, INC., PROVIDING FOR JANITORIAL SERVICES AT CITY HALL AND THE COMMISSION CHAMBERS; PROVIDING AN EFFECTIVE DATE.**

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

  
\_\_\_\_\_  
JILL R. MESOJEDEC

/jrm  
l:cor/pw/2015-636

Attachment

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND PAUL'S CLEANING SERVICE OF BROWARD, INC., PROVIDING FOR JANITORIAL SERVICES AT CITY HALL AND THE COMMISSION CHAMBERS; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Contract between the City of Pompano Beach and Paul's Cleaning Service of Broward, Inc., providing for janitorial services at City Hall and the Commission Chambers, a copy of which Contract 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 Contract between the City of Pompano Beach and Paul's Cleaning Service of Broward, 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**

## SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Paul's Cleaning Service of Broward, Inc., hereinafter referred to as "Contractor."

**WHEREAS**, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Janitorial Services RFP T-57-13; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide janitorial cleaning services to City Hall and Commission Chambers upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Detailed Specifications/Intervals), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be upon execution of this document. Contractor shall commence janitorial cleaning services for the City and continue operation through the terms and conditions of this document.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for two (2) additional one (1) year renewals as specified in bid T-57-13, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as per response to bit T-57-13:

**Payment of a Fixed Fee of \$4,402 per month.**

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:** Paul's Cleaning Services of Broward, Inc.  
Paul Gordon  
610 NE 23rd Place  
Pompano Beach, Florida 33064

**If to City:** City of Pompano Beach  
City Manager  
P. O. Box 1300  
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events

may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be

subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. 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:

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

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

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

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_

LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_

DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_ 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 is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR"**

Paul's Cleaning Service of Broward, Inc.  
(Print name of company)

Witnesses:

By: [Signature]

Print Name: STEPHANIE WATSON

Title: SENIOR ADMINISTRATOR

Business License No. 97-CU-236

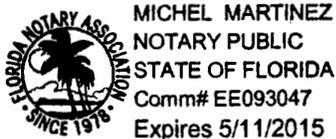
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2015, by Paul Gordon as Owner/President of Paul's Cleaning Service, A Florida corporation on behalf of the corporation. (He/she (is personally known to me) or who has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]

NOTARY'S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Michel Martinez  
(Name of Acknowledger Typed, Printed or Stamped)

EE093047  
Commission Number

5.11.15

l:agr/genl srvs/service contract



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/14

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).

<b>PRODUCER</b> Mckinley Financial Services 1451 W. Cypress Creek Rd. St 300 Ft. Lauderdale, FL 33309 Phone (954) 938-2685 Fax (954) 938-2695	<b>CONTACT NAME:</b> James Drake <b>PHONE (AC, No, Ext):</b> (954) 938-2685 <b>FAX (AC, No):</b> (954) 938-2695 <b>E-MAIL ADDRESS:</b> jimdrake@mckinleyinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Paul's Cleaning Services 610 NE 23rd Place Pompano Beach, FL 33064 (754) 235-9944	<b>INSURER A:</b> Catlin Specialty Insurance	
	<b>INSURER B:</b> Progressive Insurance	
	<b>INSURER C:</b> Scottsdale Insurance	
	<b>INSURER D:</b> Market Insurance	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	Y	0900701540	05/23/2014	05/23/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (E&A occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$ 1,000,000.00
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Commercial		04512185-00	01/11/2014	01/11/2015	COMBINED SINGLE LIMIT (E&A accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		XBS0039745	05/23/2014	05/23/2015	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$ 1,000,000.00
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	MWC0012688-01	09/23/2014	09/23/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF POMPANO BEACH IS NAME AS AN ADDITIONAL INSURED IN REPECT TO THE GENERAL LIABILITY.

APPROVED  
 RISK MANAGEMENT  
 ON:  
 BY: *[Signature]*  
*[Signature]*

**CERTIFICATE HOLDER**                      **CANCELLATION**

CITY OF POMPANO BEACH 1180 NW 3RD AVENUE POMPANO BEACH, 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 <i>[Signature]</i>
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Bidder Name PAUL'S CLEANING SERVICES OF BROWARD INC.,



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

**BID T-57-13 – JANITORIAL SERVICES FOR CITY HALL /  
COMMISSION CHAMBERS WITH DAYTIME PORTER**

August 21, 2013

The City of Pompano Beach is currently soliciting bids to establish an annual, open end contract for janitorial services with daytime porter, for City Hall and Commission Chambers. Sealed bids will be received until 2:00 p.m. (local), September 18, 2013, in the Purchasing Office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

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

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

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

**SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS**

**A. Intent**

The intent of this bid is to establish an annual, open end contract for janitorial services for City Hall and Commission Chambers with day time porter services. Bids submitted shall include the costs of all labor, supervision, daytime porter services, equipment, cleaning supplies, and materials required to maintain a clean and sanitary environment, as specified herein.

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B. Contract Period

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

The City reserves the right to renew this agreement for three (3) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

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

C. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the monthly total.

D. Addenda

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

E. 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

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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](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

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

F. Local Business Program

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

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

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

G. Detailed Specifications/Intervals

The following sections apply to City Hall and Commission Chambers. Actual services to be performed may vary depending upon the physical makeup of each location. These specifications are minimums.

All bidders must inspect the sites and take their own measurements before submission of Bid. Bidders may Contact the Contract Administrator, Russell Ketchem, at (954) 545-7011, to schedule a site visit.

It is understood that the bidder, prior to submitting a bid, has visited the site, and has measured, examined and correlated their personal observations with the bid documents as to the nature, location, character, quality and quantity of work to be encountered and to the local conditions affecting the work. No allowance will be made for not having visited the site or for not being familiar with existing conditions to be encountered in the work.

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SERVICES OF BARWARD  
INC,

The City of Pompano Beach is requesting daytime porter services for City Hall and Commission Chambers. The daytime porter will be required to perform routine tasks in an efficient and expeditious manner, in accordance with the daytime porter task schedule. The task schedule will be provided by the Contract Administrator. The daytime porter services will be provided by the successful bidder. The daytime porter will report directly to the Contract Administrator. The expected hours of operation for the daytime porter are Monday – Friday, 8:00 a.m. – 4:00 p.m. The daytime porter shall be fluent enough to converse and understand the English language. The Porter should be accessible to reach either by pager or cellular telephone and respond back to the Contract Administrator within ten (10) minutes, maximum. In addition, the porter shall also clean restrooms, employee break room, and replenish all supplies daily, as needed.

**1. SERVICES TO BE PERFORMED DAILY**

- a. Empty and clean ash trays, waste baskets and other waste containers inside buildings, replacing liners as required.
- b. Empty all outside trash containers and replace liners in containers as necessary.
- c. Clean and service sand urns inside and outside of locations.
- d. Clean entry doors (including windows).
- e. Sweep outside entrance areas (under overhang) on northeast (main) entrance of Commission chambers, and north and south entrances to City Hall.
- f. Pick up all trash in stairwells.
- g. Remove trash and recycle items from building and deposit in designated containers.
- h. Sweep, vacuum and/or dust mop all floors. Damp mop ceramic tile floors with clean water and a clean mop.
- i. Vacuum all carpeted areas.
- j. Dust and clean level surfaces of desks, telephones, chairs, tables, filing cabinets, other office furniture, window sills, and top of partitions.
- k. Clean hand marks from counter tops and glass desktops and filing cabinets. (Papers on desks, etc., are not to be disturbed.)
- l. Thoroughly clean all urinals, toilets and sinks and damp mop all floor areas with a clean mop. Clean mirrors, bright metal and all dispensers.
- m. Clean and disinfect all shower stalls.
- n. Fill all paper towel dispensers, toilet tissue holders and soap dispensers.
- o. Wipe off tile edgings in rest rooms.
- p. Clean and disinfect all drinking fountains.
- q. Thoroughly clean any kitchen or snack areas, including counters, floors, sinks, etc.
- r. Clean and polish (with spray cleaner) all tabletops and counter fronts & tops in public areas.

- s. Clean (with glass cleaner) all glass doors and partitions in public areas removing fingerprints, etc.
- t. Spot clean walls and woodwork to remove soiled areas.
- u. Clean and polish bright metal, including door kick-plates.
- v. Mop elevator floor with clean mop, and clean elevator panel board.  
Vacuum elevator floors.
- w. Maintain all janitor closets or storage areas in a clean and orderly manner.
- x. Leave notice advising of any irregularities noted during servicing, such as defective plumbing fixtures, doors left unlocked, lights left on, shortages of rest room supplies, etc.
- y. Turn off all lights except those required to be left on. Close and lock windows and lock all entrance doors.

**2. SERVICES TO BE PERFORMED WEEKLY**

- a. Clean all glass partitions of interior offices.
- b. Dust and wipe exposed air conditioner grills as well as all other grills.
- c. Remove all floor mats and rugs and clean all floor areas.
- d. Repair scuffed and worn floor areas and machine polish all floor areas.
- e. Dust exposed book stacks.
- f. Sweep and dust supply, record and storage rooms.
- g. Clean and disinfect all telephone instruments.
- h. Wash and disinfect partitions and all wall areas in rest rooms.
- i. Check carpets and spot clean as needed.
- j. Check upholstered furniture and spot clean as needed.

**3. SERVICES TO BE PERFORMED MONTHLY**

- a. Vacuum upholstered furniture.
- b. Dust and polish furniture.
- c. Clean picture frames and wash glass, if any. Wash bookcase and clock face glass.
- d. Clean all electric switch plate covers.
- e. Dust stack area, including books, as well as open shelving.
- f. Sweep floor area in air conditioning and equipment rooms.
- g. Thoroughly clean stairwells where applicable including the removal of dust from all pipes and handrails.
- h. Clean venetian/vertical blinds.
- i. Clean, wax and machine polish all floor areas. Clean ceramic tile floors with clean water and a cleaning agent designed for use with ceramic tile.

**4. SERVICES TO BE PERFORMED QUARTERLY**

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- a. Thoroughly machine strip, wax and polish all floor areas, moving desks and furniture to one side to insure uniform maintenance of all floor areas. (Method of cleaning floors described below.)
- b. Clean ceramic tile floors with clean water and an acid cleaner (such as vinegar).

**5. SERVICES TO BE PERFORMED SEMI-ANNUALLY**

- a. Wash overhead lighting fixtures and lighting glass.
- b. Complete deep carpet cleaning (steam cleaning) where carpet exists.
- c. Thoroughly clean upholstered furniture, by steam cleaning, or other appropriate cleaning method for the upholstery fabric.
- d. Clean inside of all exterior windows. Clean both sides of interior windows. (Some City buildings have windows made of non-glass material, or windows which are covered with a "sun-control" film. Any windows which are damaged by the Contractor as a result of improper cleaning techniques, use of incorrect cleaning compounds, or any other reason shall be replaced at the Contractor's expense.)

**H. Insurance**

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

The following insurance coverage shall be required.

- A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- B. Liability Insurance
  - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
  - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.
- C. Real & Personal Property Insurance

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

**LIMITS OF LIABILITY**

Type of Insurance	each occurrence	aggregate
<b>GENERAL LIABILITY</b>	<b>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</b>	
XX comprehensive form	bodily injury	
XX premises - operations		
— explosion & collapse hazard	property damage	
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage combined	
XX contractual insurance		
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	
<b>AUTOMOBILE LIABILITY</b>	<b>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</b>	
	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and property damage combined	
XX non-owned		
<b>REAL &amp; PERSONAL PROPERTY</b>		
XX comprehensive form	Organization must show proof they have this coverage.	
<b>EXCESS LIABILITY</b>		
— umbrella form	bodily injury and property damage combined	
— other than umbrella		
		\$2,000,000. \$2,000,000.

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

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

I. Cost Adjustments

The square footages noted herein are only estimates. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase of footage required for the job. Therefore, the total offer must be based on the accurate measurements by bidders during any site visit or inspection. Failure to do so will be at the bidder's risk.

J. Qualifications

Bids shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of not less than three (3) years continuously and that are presently engaged in the provision of these services. It may be necessary to produce evidence that they have sufficient financial support, delivery fleet and organizations to insure that they can satisfactory perform the services if awarded a contract under the terms and conditions stated herein. The City reserves the right to conduct an on-site inspection of the vendor's facilities, equipment, and delivery fleet during normal working hours prior to award of bid or at any time throughout the term of the contract or any renewal.

K. References Required

Bidder should include in his or her bid a listing of current contracts for janitorial services, and a list of prior contracts which were for services rendered in the cleaning of other commercial or institutional establishments similar in size and usage to those specified herein. Submit this information along with the bid package.

L. Expansion/Reduction of Janitorial Services

The City, at its own discretion, may choose to expand or reduce contracted janitorial services to City facilities in the future under the same General Terms and Conditions, Special Conditions, and Technical Specifications described herein. Pricing for these conditions will be agreed upon by the City and Contractor prior to implementation of expansion or reduction of janitorial services.

M. Materials and Equipment

Storage space will be provided for Contractor's equipment, which remains on the job site during the term of the contract. The Contractor's equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and

available to the Contractor's employees at all times. Sufficient cleaning products shall be furnished by the Contractor and maintained at the job site at all times for use by the Contractor's employees in performance of the required services.

Paper towels, toilet tissue, hand soap and trash can liners will be furnished by the City.

N. Inspections

The Contractor shall be responsible for supervision and direction of the work performed by his or her employees. Adequate supervision shall be maintained, so that the quality of service will be maintained at the levels stated herein. Any supervisor shall have the authority to act as agent for the Contractor in his absence, and shall be fully qualified to implement the contract specifications.

A daily inspection report, for City Hall and Commission Chambers shall be completed by the employee designated by the Contractor as the site supervisor. A copy of this report must be furnished to the Contract Administrator, or his designee promptly upon request.

The City will supply inspection logs. These logs will be maintained by the Contractor, and completed each time the facility is serviced.

O. Scheduling

The stated janitorial services are required at the designated facilities on the basis of five (5) times weekly, and are to be provided Monday through Friday, after regular working hours. Services are to be rendered as listed for the number of days per week specified. Services are to be rendered at specific hours stated for each location.

Service at specified locations shall include cleaning of all offices, conference rooms, file rooms, print rooms, break areas, and common areas, including: lobbies; hallways, waiting areas, janitorial closets, elevators (passenger and freight, if applicable), stairwells and landings (if applicable), restrooms and restroom lobby areas.

The Contractor shall perform services on each of the specified days, except for City observed holidays. When a City observed holiday falls on a regularly scheduled service day, and the City facility is not accessible to the Contractor, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the Contract Administrator, or his designee. Services for the Commission Chambers are to be performed five (5) days per week. The City Commission meetings are held at 7 p.m. each second, third, and fourth Tuesday of the month. On those nights, the vendor must perform services before the meeting starts between the hours of (4 p.m. and 6 p.m.).

Various meetings are also held in the Commission Chamber building at differing times. During these small meetings the Contractor will be required to "work around" the

building occupants. Contractor's personnel must be courteous, and as unobtrusive as possible.

P. Additional Services

Additional Services may be required. The City will provide a twenty-four notice to the contractor if additional services are required.

Q. Initial Cleaning Requirements

No more than fifteen (15) days after contract award the successful Contractor will be required to submit a proposed schedule of "heavy" cleaning tasks to the appropriate City Contact. "Heavy" cleaning tasks are defined as: deep carpet cleaning, floor stripping and waxing, interior and exterior window washing, cleaning ceramic tile floors, and cleaning upholstered furniture. The initial round of "heavy" cleaning tasks shall be completed by the end of the first thirty (30) calendar days of service, with subsequent performance of these tasks scheduled at the intervals stated in the bid specifications.

R. Floor Maintenance

This section generally applies to all sites to be cleaned. Specifications are minimums.

For all hard surface floors (concrete, terrazzo, tile, etc.) the following shall be done at the intervals specified: floors will be thoroughly washed using a good grade of floor detergent and a solution containing a disinfectant (as appropriate for the flooring materials). Floors will be thoroughly damp mopped on each day of service. In the event a floor is found to be in a condition in which damp mopping is not satisfactory, it will be the duty of the Contractor to machine scrub the floor to an acceptable level. A clean mop should be used for all floor maintenance.

Carpets are to be spot-cleaned as necessary, at least weekly. Deep carpet cleaning must be performed by "steam cleaning" at the intervals specified; surface shampooing is not acceptable. Contractor should provide references for prior carpet cleaning services.

S. Quality Control

The monitoring of the Contractor's performance is vested in the Contract Administrator. All questions concerning the acceptability of material used, the work performed, the manner of performance, and progress being made in meeting specification requirements shall be determined by the Contract Administrator. Disputes between the Contract Administrator and the Contractor shall be resolved by the Purchasing Division.

T. Penalty Schedule/Deductions

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The Contract Administrator or his designee will perform inspections of each area to ascertain compliance to the specifications. A janitorial inspection report will be communicated to the Contractor by 9:00 a.m. the next business day following the performance of service listing any deficiencies found. In the event the Contractor shall not have completed all of the required daily, weekly, monthly, quarterly, or semi-annually services as scheduled in the specifications then the Contractor will be required to make corrections of all discrepancies during the following scheduled work day. These corrections must be completely performed in accordance with the specification requirements. If they are not, then a deduction for the total daily cost for that location will be subtracted from the Contractor's monthly invoice.

Failure of the Contractor to appear on any scheduled workday without the advance approval from the Contract Administrator or his designee shall result in the deduction of the total daily cost for that location. Penalties will be applied in accordance with the Contractor's proposal form prices. A full penalty price will be levied against the Contractor each time cleaning is not performed in full accordance with work specifications, whether it is to be performed daily, weekly, monthly, quarterly, semi-annually, or annually. Such penalties will continue until said cleaning is performed or the contract is cancelled.

U. Uniforms and Security

1. The Contractor shall at all times enforce strict discipline and good order among his or her employees. Unauthorized use of City or City employee's property is prohibited, including the use of office equipment, computers, fax machines, and telephones. No smoking is allowed in City buildings.
2. Contractor shall not move or jar computers. Contractors shall not use any cleaning products or equipment that will leave dust or any material containing silicon on or around computer equipment.
3. Contractor's employees shall wear distinctive clean, neat appearing uniforms and footwear while working on City premises. Uniforms shall bear company name or identification tag, so that Contractor's employees may be identified.
4. The Contractor shall provide the Contract Administrator, or his designee with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and cell numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.
5. The Contract Administrator, or his designee may request the Contractor to remove any employee for security reasons, or if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

6. The successful bidder(s) will pick up one set of keys for each area/building from the Contract Administrator after notice of contract award. The successful bidder will also receive badges to enter City Hall and Commission Chambers. If keys/badges are misplaced by the Contractor the cost of re-keying the locks and replacement of keys/badges will be incumbent upon the Contractor.

V. Supervision

Contractor shall provide an adequate number of trained and qualified supervisors capable of providing the necessary supervision to satisfy the contract during all service hours. Supervision must be by an on-site supervisor. The supervisor shall be responsible for monitoring and administration of personnel activities, and resolution of any service problems with designated City staff. Each supervisor, and the night crew foreman, to the satisfaction of the Contract Administrator, or his designee, shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with City staff.

The Contract Administrator, or his designee may request the Contractor to remove any supervisor if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee. The City of Pompano Beach prohibits teenagers, minors, or children to work in City owned buildings under this Agreement.

W. Questions And Communication

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

X. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's agreement form, attached to this bid as Exhibit 1.

Y. E-Payables

Bidder Name PAUL'S CLEANING  
SERVICES OF BROWARD  
INC.,

The City of Pompano Beach has implemented a voluntary E-Payables Program. This program allows the City to pay vendors via credit card and turn around vendor payments in a shorter timeframe than the traditional check payment mechanism.

### **How Does the Program Work?**

The City will issue a unique credit card number to each vendor. Vendors would retain the credit card number on file. The card will retain a zero balance until payments have been authorized by the City. Once goods have been delivered or services rendered, vendors submit invoices to the Finance Department according to the normal process. When payments are processed by Finance and authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of the payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email the, the card will return to a zero balance until the next payment is authorized.

### **Is There a Cost to Participate in the Program?**

The City of Pompano Beach does not charge vendors to participate in the program, however, there may be a charge by the company that processes your credit card transactions.

### **What are the Benefits of Receiving Payments by Credit Card?**

Vendors that accept credit card payments are not subject to the City's payment terms of net 45 days. This will allow:

- Vendors to receive their payments sooner to use for day to day operations or investments.
- Vendors to quickly reduce outstanding Accounts Receivable balances.
- Vendors to reduce the cost of paper processing, employee time spent on preparing and making deposits and bank check processing fees.

Potential vendors may access more detailed information about the E-Payables Program at <http://www.bankofamerica.com/epayablesvendors>, including answers to "Frequently Asked Questions". Vendors may also contact the City's Finance Department at 954-786-4545.

**Vendors submitting a proposal to the City should indicate in their response whether or not they would be willing to enroll in the City's E-Payables Program. Vendors ultimately awarded a contract with the City may contact the Finance Department at 954-786-4545 to enroll in the Program.**

Bidder Name PAUL'S CLEANING SERVICES OF BROWARD INC.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
  - 1.1. Bidders must use the form furnished by the City.
  - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
  - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
  - 1.4. Your sealed bid envelope should show the following information:
    - 1.4.1. Your return mailing address in the upper left-hand corner.
    - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
    - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: \_\_\_\_\_".
  - 1.5. Use the following address for delivery of bids:

City of Pompano Beach  
Purchasing Division  
1190 N.E. 3rd Avenue, Building C  
Pompano Beach, FL 33060
  - 1.6. Late bids will not be considered and will be returned unopened.
  - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

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

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

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

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
  - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
  - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
  - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

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

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

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

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

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

Bidder Name PAUL'S CLEANING SERVICES OF BROWARD (INC.)

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

11. Samples

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

12. Acceptance of Materials

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

13. Manufacturers' Certifications

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

14. Copyrights and Patent Rights

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

15. Laws and Regulations

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

16. Taxes

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

17. Conflict of Instructions

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

18. Exceptions to Specifications

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

19. Warranties

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

20. Retention of Records and Right to Access Clause

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

21. Qualifications/Inspection

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

22. Anti-collusion Statement

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

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

Bidder Name PAUL'S CLEANING SERVICES OF BROWARD INC.

- and become effective at the time the City tenders final payment to the bidder.
23. **Indemnification**
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. **Interpretations**
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. **Failure to Respond**
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. **Bid Tabulations**
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. **Assignment**

- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. **Termination for Convenience of City**
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. **Public Entity Crimes**
- In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **Governing Procedures**
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. **Identical Tie Bids**
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.
- Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment  

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

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

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under

36. Notice To Contractor  

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

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records  
  - 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.
  - 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
    - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
    - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
    - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
    - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
  - 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

Bidder Name PAUL'S CLEANING SERVICES OF BROWARD INC.,

**SECTION III - PROPOSAL**

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

Items	City Hall and Commission Chambers	Estimated Sq. Ft.	Hours of Operation	Monthly Amount
1	<b>City Hall</b> Four Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060. <b>(1st floor)</b> . Description: Conference Room, Mail Room, Snack Room, Restrooms (2), Elevators (2.), Office Areas, Main Lobby. Services to be performed (5) days per week. Monday through Friday. Between 5:00 p.m. and 8:00 a.m.	15,175	Monday-Friday 8am-5pm	\$ <u>648.00</u>
2	<b>City Hall (2nd) floor</b> . Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (5) days per week. Monday through Friday. Between 5:00 p.m. and 8:00 a.m.	15,175	Monday-Friday 8am-5pm	\$ <u>648.00</u>
3	<b>City Hall (3rd) floor</b> . Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (5) days per week. Monday through Friday. Between 5:00 p.m. and 8:00 a.m.	15,175	Monday-Friday 8am-5pm	\$ <u>648.00</u>
4	<b>City Hall (4th) floor</b> . Description: Conference Room, Restrooms (2), Elevators (2), Office Areas. Services to be performed (5) days per week. Monday through Friday. Between 5:00 p.m. and 8:00 a.m.	15,175	Monday-Friday 8am-5pm	\$ <u>648.00</u>
5	<b>Commission Chambers</b> One Story Building 100 West Atlantic Boulevard Pompano Beach, Florida 33060. Description: Commission Chamber, 1 conference room, men's restroom (2). Women's restroom (2). Kitchen Areas (2). Services for the Commission Chambers to be performed (5) days per week, Monday through Friday. Between 5:00 p.m. and 8:00 a.m. When Commission meeting are held (2nd Tuesday, 3rd Tuesday, and 4th Tuesday of each month), the vendor must perform services before the meetings start (4pm-6pm).	7,208	Monday-Friday 8am-5pm The City Commission meetings are held at 7 p.m. each second (2nd), third (3rd), and fourth (4th) Tuesday of the month	\$ <u>1,810.00</u>
<b>Total Monthly Amount for City Hall/Commission Chambers and Daytime Porter Services</b>				\$ <u>4,402.00</u>

Bidder Name PAUL'S CLEANING SERVICE OF BROWARD INC.

**Conflict of Interest:** For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No  Yes  Name & position \_\_\_\_\_

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

Yes, bidder has a drug-free workplace program  No

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

Yes  No

Name & address of company submitting bid:

PAUL'S CLEANING SERVICES OF BROWARD INC.,

610 NORTH EAST 23RD PLACE

POMPANO BEACH, FL zip 33064

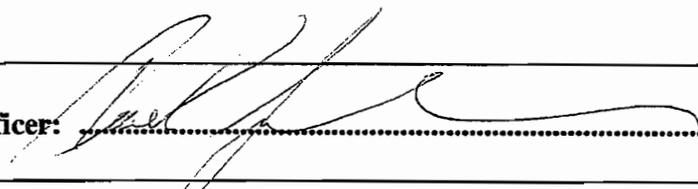
Federal Employer Identification #: 65-0586604

Telephone number: (754) 235-9944 / (954) 941-1012

"Fax" number: (954) 941-2713

**Acknowledgment of the following Addenda is noted:**

Addendum Number(s) 1, BID T-57-13 Date(s) Issued AUGUST 21, 2013

Manual signature of company officer: 

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

MR. PAUL GORDON

Bidder Name PAUL'S CLEANING SERVICES OF BROWARD INC,

**"CONTRACTOR"**

PAUL'S CLEANING SERVICES OF BROWARD INC,  
(Print name of company)

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
By: [Signature]

Print Name: MR. PAUL GORDON

Title: PRESIDENT / OWNER

Business License No. \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF Broward

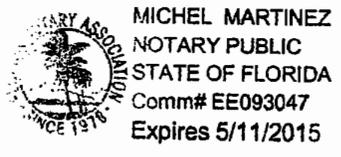
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2013, by Paul Gordon of Broward as President Owner of Pauls Cleaning Services, A Florida corporation on behalf of the corporation.

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

[Signature]

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA  
Michel Martinez  
(Name of Acknowledger Typed, Printed or Stamped)  
EE 093047  
Commission Number



Meeting Date: 3/24/15

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE    Approve ranking order for RFP E-14-15 HVAC Maintenance and Repair Services for the City, and authorize staff to negotiate a contract with the highest ranked firm, A-Excellent Services (no cost at this time).

**Summary of Purpose and Why:**

RFP E-14-15 was issued to obtain responses from firms to provide air conditioning maintenance and repair services to the City. City Commission approval of the ranking order presented by the Selection/Evaluation Committee is requested and authorization is requested for appropriate City staff to negotiate a contract with the highest ranked firm, A-Excellent Services. Further authorization is requested to continue with the succeeding ranked firms should an impasse occur in the negotiations with the recommended firm. The recommended firm is a Local Business Enterprise.

- (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>3/4/15</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
General Services	<u>3/4/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>3/6/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>3/9/15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]  
 City Manager

[Signature]

**ACTION TAKEN BY COMMISSION:**

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

**MEMORANDUM**

Purchasing #15-052  
March 4, 2015

To: Dennis W. Beach, City Manager  
Through: Otis J. Thomas, General Services Director *OT*  
From: Jeffrey English, Purchasing Agent *JE*  
Subject: Background for E-14-15, HVAC Maintenance & Repair

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Contract Need/Background

A Request for Proposal, E-14-15 was issued to select a firm to provide air conditioning maintenance and repair services to the City. The Public Works 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 .....5  
Number of firms with responsive proposals .....3

Advertising

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

Selection/Evaluation Committee

Three responsive proposals were received to the solicitation. The Selection/Evaluation Committee met on March 3rd (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 the City staff to negotiate a contract with the highest ranked firm A-Excellent Services, with additional authorization to negotiate with succeeding ranked firms should an impasse occur in the negotiations with the recommended firm. The recommended firm is a Local Business Enterprise.

enclosures  
cc: file

**MINUTES  
SELECTION / EVALUATION COMMITTEE**

**RFP #E-14-15  
HVAC MAINTENANCE AND REPAIR**

**Purchasing Conference Room  
9:30 a.m. 03/03/15**

The committee consisted of the following voting members:

Harold Beard, Assistant Public Works Director  
Joseph Cerrito, Electrician  
Roger Palermo, Building Maintenance Superintendent

Non-voting members:

Jeffrey English, Purchasing Agent

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish a contract to provide air conditioning maintenance and repair services to the City. This meeting was posted as a "Public Meeting" both at the Purchasing Division office, and on the City's website. Three firms submitted responsive proposals to the City's Request for Proposals.

Harold Beard 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 RFP, with the following results:

1)	A Excellent Services.....	248
2)	Air Matic Controls... ..	212
3)	Temptrol Air Conditioning.....	208

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 a contract with the highest-ranked firm, A-Excellent Services.

The meeting adjourned at approximately 10:00 a.m.

Analysis Comparison, Ranking 03/03/15, E-14-15 HVAC Manitenance Repair

	Total Potential Points	A Excellent Service	Air Matic Controls	Temptrol Air Conditioning
<b>Committee Member</b>	Potential Points			
<b><u>Harold Beard</u></b>				
Experience and Expertise	0-20	15	15	19
References	0-20	13	16	16
Resources and Methodology	0-30	18	25	27
Cost	0-30	25	10	5
	Total =	71	66	67

	Potential Points			
<b>Committee Member</b>	Potential Points			
<b><u>Joseph Cerrito</u></b>				
Experience and Expertise	0-20	17	18	20
References	0-20	16	18	18
Resources and Methodology	0-30	26	24	25
Cost	0-30	30	20	15
	Total =	89	80	78

	Potential Points			
<b>Committee Member</b>	Potential Points			
<b><u>Roger Palermo</u></b>				
Experience and Expertise	0-20	18	18	18
References	0-20	15	18	18
Resources and Methodology	0-30	25	20	22
Cost	0-30	30	10	5
	Total =	88	66	63

Analysis Comparison, Ranking 03/03/15, E-14-15 HVAC Manitenance Repair

	Total Potential Points	A Excellent Service	Air Matic Controls	Temptrol Air Conditioning
<b><u>Committee Members (Average)</u></b>				
Experience and Expertise	0-20	13	13	14
References	0-20	11	13	13
Resources and Methodology	0-30	17	17	19
Cost	0-30	21	10	6
	<b>Average Score =</b>	<b>62</b>	<b>53</b>	<b>52</b>

<b><u>Committee Members (Total)</u></b>				
Experience and Expertise	0-60	50	51	57
References	0-60	44	52	52
Resources and Methodology	0-90	69	69	74
Cost	0-90	85	40	25
	<b>Grand Total=</b>	<b>248</b>	<b>212</b>	<b>208</b>

EVALUATION CRITERIA  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: A-EXCELLENT SERVICES, INC.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"><li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li><li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li></ul>	0-20	15
	<b>References</b>		
2	<ul style="list-style-type: none"><li>• History and performance of firm/project team on similar projects.</li><li>• References and recommendations from previous clients.</li></ul>	0-20	13
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"><li>• Adequacy of amount of quality resources assigned to the project.</li><li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li><li>• Financial resources.</li></ul>	0-30	18
	<b>Cost</b>		
4	<ul style="list-style-type: none"><li>• Including the overall project-task budget and itemized cost breakdowns.</li></ul>	0-30	25
	<b>Total</b>	<b>0-100</b>	<b><u>71</u></b>

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

Has government experience.

References listed show municipal work performed in the past.

Company has a good history working for the City of Pompano Beach

Cost were the lowest by a substantial margin.

---

Harold Beard 3/3/15 HAROLD BEARD  
Signature of Evaluator Date Printed Name

EVALUATION CRITERIA  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: AIRMATIC CONTROLS, INC.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
1	<b>Experience and Expertise</b> <ul style="list-style-type: none"><li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li><li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li></ul>	0-20	15
2	<b>References</b> <ul style="list-style-type: none"><li>• History and performance of firm/project team on similar projects.</li><li>• References and recommendations from previous clients.</li></ul>	0-20	16
3	<b>Resources and Methodology</b> <ul style="list-style-type: none"><li>• Adequacy of amount of quality resources assigned to the project.</li><li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li><li>• Financial resources.</li></ul>	0-30	25
4	<b>Cost</b> <ul style="list-style-type: none"><li>• Including the overall project-task budget and itemized cost breakdowns.</li></ul>	0-30	10
	<b>Total</b>	<b>0-100</b>	<b><u>66</u></b>

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

Has government experience.

References listed show municipal work performed in the past.

Attached brochure was informative.

Cost were in the middle, still considerably high.

---

Harold Beard  
Signature of Evaluator

3/3/15  
Date

HAROLD BEARD  
Printed Name

EVALUATION CRITERIA  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: TEMPROL AIR CONDITIONING, INC.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"><li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li><li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li></ul>	0-20	19
	<b>References</b>		
2	<ul style="list-style-type: none"><li>• History and performance of firm/project team on similar projects.</li><li>• References and recommendations from previous clients.</li></ul>	0-20	16
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"><li>• Adequacy of amount of quality resources assigned to the project.</li><li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li><li>• Financial resources.</li></ul>	0-30	27
	<b>Cost</b>		
4	<ul style="list-style-type: none"><li>• Including the overall project-task budget and itemized cost breakdowns.</li></ul>	0-30	5
	<b>Total</b>	<b>0-100</b>	<b><u>67</u></b>

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

Has government experience.

References listed show municipal work performed in the past.

Executive Summary and submitted company profile was exceptional.

Cost were the highest.

Harold Beard  
Signature of Evaluator

3/3/15  
Date

HAROLD BEARD  
Printed Name

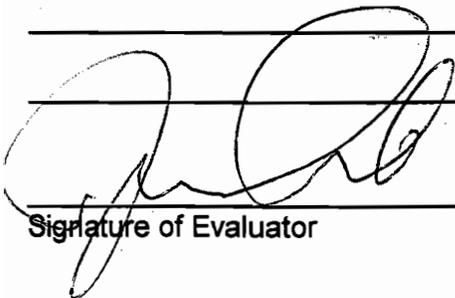
EVALUATION CRITERIA  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: A-Excellent

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"><li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li><li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li></ul>	0-20	<u>17</u>
	<b>References</b>		
2	<ul style="list-style-type: none"><li>• History and performance of firm/project team on similar projects.</li><li>• References and recommendations from previous clients.</li></ul>	0-20	<u>16</u>
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"><li>• Adequacy of amount of quality resources assigned to the project.</li><li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li><li>• Financial resources.</li></ul>	0-30	<u>26</u>
	<b>Cost</b>		
4	<ul style="list-style-type: none"><li>• Including the overall project-task budget and itemized cost breakdowns.</li></ul>	0-30	<u>30</u>
	<b>Total</b>	<b>0-100</b>	<b><u>89</u></b>

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

LOCAL Company is Always A plus  
pricing good  
Response time is quick  
\* Dependable



3/3/15  
Date

Joseph Corrali  
Printed Name

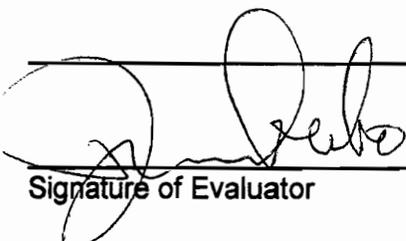
**EVALUATION CRITERIA**  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: Airmatic Controls

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"> <li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li> <li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li> </ul>	0-20	<u>18</u>
	<b>References</b>		
2	<ul style="list-style-type: none"> <li>• History and performance of firm/project team on similar projects.</li> <li>• References and recommendations from previous clients.</li> </ul>	0-20	<u>18</u>
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"> <li>• Adequacy of amount of quality resources assigned to the project.</li> <li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li> <li>• Financial resources.</li> </ul>	0-30	<u>24</u>
	<b>Cost</b>		
4	<ul style="list-style-type: none"> <li>• Including the overall project-task budget and itemized cost breakdowns.</li> </ul>	0-30	<u>20</u>
	<b>Total</b>	<b>0-100</b>	<b><u>80</u></b>

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

Knowledgeable  
Seems to be good at what they do  
but pricing seems high.



Signature of Evaluator

3/3/15

Date

Josh Corvito

Printed Name

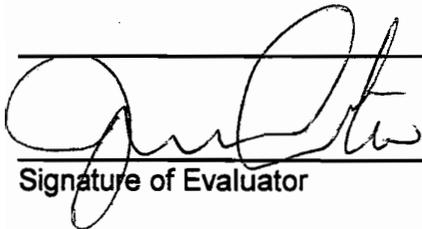
EVALUATION CRITERIA  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: Temp fro/

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"><li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li><li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li></ul>	0-20	<u>20</u>
	<b>References</b>		
2	<ul style="list-style-type: none"><li>• History and performance of firm/project team on similar projects.</li><li>• References and recommendations from previous clients.</li></ul>	0-20	<u>18</u>
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"><li>• Adequacy of amount of quality resources assigned to the project.</li><li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li><li>• Financial resources.</li></ul>	0-30	<u>25</u>
	<b>Cost</b>		
4	<ul style="list-style-type: none"><li>• Including the overall project-task budget and itemized cost breakdowns.</li></ul>	0-30	<u>15</u>
	<b>Total</b>	<b>0-100</b>	<b><u>78</u></b>

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

Company seems very knowledgeable but  
the cost is much to high for the  
type of work in our city.



3/3/15

Joseph Crivito

Signature of Evaluator

Date

Printed Name

EVALUATION CRITERIA  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: A-EXCELLENT SERVICE

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"> <li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li> <li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li> </ul>	0-20	<u>18</u>
	<b>References</b>		
2	<ul style="list-style-type: none"> <li>• History and performance of firm/project team on similar projects.</li> <li>• References and recommendations from previous clients.</li> </ul>	0-20	<u>15</u>
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"> <li>• Adequacy of amount of quality resources assigned to the project.</li> <li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li> <li>• Financial resources.</li> </ul>	0-30	<u>25</u>
	<b>Cost</b>		
4	<ul style="list-style-type: none"> <li>• Including the overall project-task budget and itemized cost breakdowns.</li> </ul>	0-30	<u>30</u>
	<b>Total</b>	<b>0-100</b>	<u>88</u>

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

- 1) Well experienced with all problems AND they always find a solution in a short time period
- 2) References were more than sufficient
- 3) Resources are always the same day or next day, repairs are always well done
- 4) Well below others

Roger Palermo  
Signature of Evaluator

3/3/15  
Date

Roger Palermo  
Printed Name

EVALUATION CRITERIA  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: AIR Matic Controls INC

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"><li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li><li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li></ul>	0-20	<u>18</u>
	<b>References</b>		
2	<ul style="list-style-type: none"><li>• History and performance of firm/project team on similar projects.</li><li>• References and recommendations from previous clients.</li></ul>	0-20	<u>18</u>
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"><li>• Adequacy of amount of quality resources assigned to the project.</li><li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li><li>• Financial resources.</li></ul>	0-30	<u>20</u>
	<b>Cost</b>		
4	<ul style="list-style-type: none"><li>• Including the overall project-task budget and itemized cost breakdowns.</li></ul>	0-30	<u>10</u>
	<b>Total</b>	<b>0-100</b>	<u>66</u>

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

Good company, well experienced and would do well  
But cost is still too high.

Roger Palmer  
Signature of Evaluator

3/3/15  
Date

Roger Palmer  
Printed Name

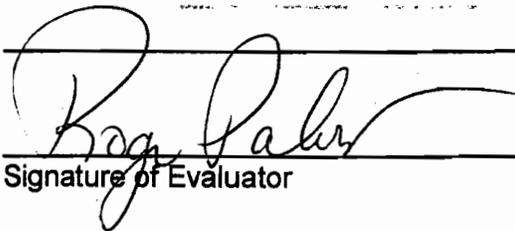
**EVALUATION CRITERIA**  
RFP E-14-15 – HVAC Maintenance and Repair Services

VENDOR NAME: Temprol Air Cond.

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	<b>Experience and Expertise</b>		
1	<ul style="list-style-type: none"> <li>Previous related work experience and qualifications in the subject area of personnel assigned.</li> <li>Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li> </ul>	0-20	<u>18</u>
	<b>References</b>		
2	<ul style="list-style-type: none"> <li>History and performance of firm/project team on similar projects.</li> <li>References and recommendations from previous clients.</li> </ul>	0-20	<u>18</u>
	<b>Resources and Methodology</b>		
3	<ul style="list-style-type: none"> <li>Adequacy of amount of quality resources assigned to the project.</li> <li>Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li> <li>Financial resources.</li> </ul>	0-30	<u>22</u>
	<b>Cost</b>		
4	<ul style="list-style-type: none"> <li>Including the overall project-task budget and itemized cost breakdowns.</li> </ul>	0-30	<u>5</u>
	<b>Total</b>	<b>0-100</b>	<b><u>63</u></b>

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

Overkill for what we need. Would be great  
for company with several chillers and many buildings  
cost too high for us

  
 Signature of Evaluator

3/3/15  
 Date

Roger Palerma  
 Printed Name

CITY OF POMPANO BEACH

q

RFP-Response to Request for Proposals  
E-14-15  
HVAC Maintenance and Repair Services  
2/19/2015

<b><u>Company Responding:</u></b>	<b><u>Address</u></b>	<b><u>City, State, Zip</u></b>
* AA Advance Air	1920 NW 32nd Street	Pompano Beach, FL. 33064
A-Excellent Service	1000 West McNab Road # 127	Pompano Beach, FL. 33069
Air Matic Controls	10220 W State Rd 84 # 1	Davie, FL. 33324
Temptrol Air Conditioning	4215 SW 72 Avenue	Miami, FL. 33155
* Thermo Air	2875 N 29th Avenue	Hollywood, FL. 33020

\* non-responsive, due to omission of required information



Florida's Warmest Welcome

**CITY OF POMPANO BEACH  
REQUEST FOR PROPOSALS  
E-14-15**

**HVAC MAINTENANCE AND REPAIR SERVICES**

**RFP OPENING: February 19, 2015 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

January 20, 2015

CITY OF POMPANO BEACH, FLORIDA  
REQUEST FOR PROPOSALS  
E-14-15  
HVAC MAINTENANCE AND REPAIR SERVICES

The City is seeking proposals from qualified Heating, Ventilating and Air Conditioning (HVAC) firms to provide Maintenance and Repair Services in accordance with the terms and conditions, scope of services contained in this Request for Proposal.

The City will receive sealed proposals until 2:00 p.m. (local), February 19, 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.

**Introduction**

The City of Pompano Beach invites qualified and experienced contractors to submit proposals to establish a Term Contract for HVAC Mechanical Contractor(s) to provide the City with HVAC Maintenance and repair services. These services shall include heating and ventilation, air conditioning and refrigeration.

**A. Scope Of Services**

**1. General**

The HVAC Maintenance and Repair Services shall pertain to all but not limited to routine service calls, emergencies, preventative maintenance, scheduled maintenance and repairs as required by the City. Contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs as well as installations regularly found in the HVAC field including but not limited to:

Cooling Towers	Chilled Water Systems
Exhaust Systems	Duct Work
Water Pumps	Window/through wall A/C Systems

**2. City's Responsibilities**

- a. The City shall be responsible for providing access to the City facilities in order for the Contractor to perform the required services.
- b. The City shall be responsible to provide parking for unloading tools and equipment at the job site to perform the required services.
- c. The City shall allow access to restroom facilities for use by Contractor's employees.

- d. The City's Facilities Manager or his designee will inspect and accept work performed by Contractor before payment of services is made.

### **3. Contractor's Responsibilities**

- a. The Contractor shall provide all labor, parts and/or materials, equipment, tools, travel, licenses, insurances, permits and incidentals to repair, install, remove, maintain and perform HVAC Maintenance and Repair Services for various City facilities in accordance with the scope of services, terms and conditions of this RFP.
- b. The Contractor shall provide maintenance, repairs and replacements of any HVAC, refrigeration and ice machine equipment including but not limited to, control and starter panels, low voltage controls, motors, compressors, trouble shooting and repairs, refrigerant conversion retrofits, re-tubing of evaporator and/or condenser vessels, air handlers and water chilled towers.
- c. Contractor shall ensure all work is installed straight, level, plumb and in a skillful manner.
- d. Contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractors behalf.
- e. Contractor shall be responsible for correction/replacement, according to local codes and Cities satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc. broken or damaged as the result of the contractor's operations.
- f. Design and install HVAC systems for commercial and residential structures as required by the City.
- g. Provide other typical HVAC Maintenance and Repair Services as required by the City.
- h. Establish monthly, quarterly or annual preventive inspection services as required by the City.
- i. The Contractor shall maintain a minimum of two (2) licensed HVAC Technicians with universal refrigerant handling certification on staff at all times.
- j. Call-Out Procedures:

- i. The Contractor shall be available 24 hours/7 days a week. The Contractor shall provide contact information for main office phone numbers, cellular numbers and e-mails for service calls.
- ii. The Contractor shall be responsible to dispatch the proper level of HVAC Technicians (Master, Journeyman and Apprentice) for each service call. Example: Minor repairs such as replacing belts or filters would not require a Master Technician. If a Master Technician is dispatched for any minor repairs, the City shall not be charged for the hourly rate of the Master Technician.
- iii. The Contractor shall provide the City with a firm written estimate for projects other than basic or emergency repairs of the total price to complete each job based on the hourly rates and parts and/or materials mark-up set forth in the Proposer's response to this RFP. The Contractor shall provide the estimates prior to beginning any work. The City's Facilities Manager or his designee shall be notified immediately should any project estimate change prior to work being performed.
- iv. The Contractor shall be responsible to respond to multiple service calls as required by the City.

**k. Response Time:**

Non-Emergency Request for Service
Contractor must be on site within one (1) working day (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays).
Emergency Request for Service and/or Parts
Contractor must be on site within two (2) hours of request regardless of time or day, including holidays.
Notification and Arrival for Service
Contractor must notify of estimated arrival time to the City's Facilities Manager or his designee within one (1) hour of the initial service request by the City.

- l. All work required to correct any problems diagnosed by the Contractor shall be approved by the City's Facilities Manager or his designee prior to work being performed.
- m. If any job cannot be completed in one (1) working day, then the work area must be cleaned and secured at the end of the work day. No tools, equipment or materials are to be left unsecured without the Contractor's personnel being present.

- n. All work performed shall be completed in accordance with all Federal, State and Local codes and regulations.
- o. Following the completion of any new installations or upon the City's request, "as-built drawings" shall be submitted if any electrical changes are made.
- p. The Contractor shall not use the restroom facilities to wash tools and/or equipment.
- q. Written invoices shall be submitted for all jobs as follows:
  - A copy of the service tickets.
  - Documentation for the Contractor's cost of parts and/or materials, such as copies of the Contractor's invoices or other valid documentation.
  - Within seven (7) days following the close of the next immediate business day.
- r. The Contractor shall provide service tickets with the following information:
  - Description of problem
  - Description of service performed
  - Location where service was performed
  - Parts and/or material used, if any
  - Name of Electrician(s) who performed the service
  - Date of service (start and completion time)
  - Signature of an authorized City employee

#### **4. Required Equipment**

- a. The Contractor shall provide the following equipment for maintenance and repairs to HVAC equipment as required by the City.
  - Boom Truck (35 – 40 Ton)
  - Crane (55 – 60 Ton)
- b. Proposers shall provide hourly cost for required equipment and other equipment listed on Proposal Schedule page PP-6. Also, check on the questions (Do you own this equipment and Do you rent this equipment) on Proposal Schedule page PP-6.

#### **5. Parts and/or Materials**

- a. In addition to the hourly rate for service, the Contractor shall charge the City the actual cost-plus mark-up proposed for parts and/or materials used in each service request. The cost-plus mark-up for parts and/or

materials shall not exceed the percentage indicated on the Schedule of Proposal Pricing, Page PP-6.

- b. The City reserves the right to order parts and/or materials from other sources in its best interests.

## **6. Quality Assurance**

Contractor shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included in the RFP:

- a. Occupation license issued in Broward County must be submitted with or prior to RFP submittal.
- b. Provide required current State Unlimited Class A Air Conditioning Contractor (CA) or Mechanical Contractor (CM) license held by your company.
- c. A photocopy of your licenses shall be included with RFP submittal.

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

## **7. Personnel**

- a. Contractor's personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. Contractor's personnel dealing with the public under this contract shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.
- b. Contractor agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

## **8. Vehicles**

Contractor's vehicles used on City service calls shall be identified with the name of the company and proper licensing.

## **9. Protection of Property**

- a. The Contractor shall at all times guard against damage or loss to the City property or of other vendors or contractors, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Facilities

Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

**10. Maintenance of Pedestrian and Vehicle Traffic**

- a. The Contractor shall be responsible for protection from pedestrian and vehicle traffic while performing the required services. The Contractor shall provide warning signs and/or barricades as needed.
- b. The Contractor shall perform all services using an MOT plan and with the least amount of impact on traffic, residential activities and City operations.
- c. The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

**B. Tasks/Deliverables**

The undersigned hereinafter called the Proposer, hereby proposes to provide HVAC Maintenance and Repair Services in accordance with the terms, conditions and specifications of the RFP, which are hereby referred to and made a part hereof, at the prices listed herein.

LOTT - HOURLY COST ON LABOR		
Item #	Description	Hourly Cost
<b>A</b>	<b>During Normal Business Hours: 8:00 a.m. to 5:00 p.m. Monday through Friday, Excluding Holidays</b>	
1	Master Air Conditioning Technician	\$ _____
2	Journeyman Air Conditioning Technician	\$ _____
3	Apprentice Air Conditioning Technician	\$ _____
<b>B</b>	<b>After Normal Business Hours: 5:01 p.m. to 7:59 a.m. Monday through Friday, Excluding Holidays</b>	
4	Master Air Conditioning Technician	\$ _____
5	Journeyman Air Conditioning Technician	\$ _____

6	Apprentice Air Conditioning Technician	\$ _____
<b>C. Weekends, Saturday and Sunday, Regardless of Time</b>		
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____
<b>D. Holidays, Regardless of Time</b>		
7	Master Air Conditioning Technician	\$ _____
8	Journeyman Air Conditioning Technician	\$ _____
9	Apprentice Air Conditioning Technician	\$ _____

PERCENTAGE MARK-UP ON PARTS AND/OR MATERIALS		
Item	Description	Percentage Markup
1	Percentage Mark-Up above Contractor's Cost for Parts and/or Materials used during the Performance of the Work.	_____ %

REQUIRED EQUIPMENT			
Item	Description	Own <input type="checkbox"/> Rent <input type="checkbox"/>	Amount
1	Required Equipment: Boom Truck, (35 – 40 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____
2	Required Equipment: Crane (55 – 60 Ton).	Own <input type="checkbox"/> Rent <input type="checkbox"/>	\$ _____

**C. Term of Contract**

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

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that

renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period.

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

**D. 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](http://www.pompanobeachfl.gov). Please indicate in your response if your firm is a certified Small Business Enterprise.

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

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

**E. Local Business Program**

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

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

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

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

**F. Required Proposal Submittal**

**Submission/Format Requirements**

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**Fees & Costs:**

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**References:** Company must provide three (3) to five (5) references for services provided successfully by your company within the last three (3) years. List name, address, telephone number, cellular phone number, email address, contact person and hours they may be reached.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance.

**City Forms:**

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

**G. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). 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.
  
2. Liability Insurance
  - a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
  
  - b. 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
<b>GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE</b>		
Policy to be written on an occurrence 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	
-----		
<b>AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE</b>		
	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**

comprehensive form                      Consultant must show proof they have this coverage.

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**EXCESS LIABILITY**

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$1,000,000.	\$1,000,000.

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<b>XX</b>	<b>PROFESSIONAL LIABILITY*</b>		\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis			

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The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, 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.

**H. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
<b>1.</b>	<b>Experience and Expertise</b> Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-20
<b>2.</b>	<b>References</b> History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-20
<b>3.</b>	<b>Resources and Methodology</b> Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30
<b>4.</b>	<b>Cost</b>	0-30

Including the overall project-task budget and itemized cost breakdowns.

**Total**

**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

**I. 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.

**J. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of

the contract and retain them until the expiration of three years after final payment under the contract.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**P. Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**Q. Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**Q. Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**R. Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

**S. 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.

**T. RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**U. Standard Provisions**

**1. 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.

**2. Conflict Of Interest**

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

**3. 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.

**4. 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.

5. 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.

6. 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.

7. 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.

8. 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. 3<sup>rd</sup> Avenue, Building C, Pompano Beach, Florida 33060.

9. 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.

10. 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.

11. 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.

**V. Questions and Communication**

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email [purchasing@copbfl.com](mailto: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.

**W. Addenda**

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

**PROPOSAL SIGNATURE PAGE**  
**RFP E-14-15, HVAC MAINTENANCE AND REPAIR 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 \_\_\_\_\_

Variations: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variations contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variations: \_\_\_\_\_

CITY OF POMPANO BEACH, FLORIDA  
SMALL BUSINESS ENTERPRISE  
PARTICIPATION FORM

Bid Number & Title: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Name of Firm

Contact Person, Telephone

Type of Work to be Performed

Contract Amount

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***(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)***

FOR CITY USE ONLY

Total Contract Amount \_\_\_\_\_

Total SBE Contract Amount \_\_\_\_\_

Are documents requested submitted accordingly

\_\_\_ YES \_\_\_ NO

SBE EXHIBIT "A"

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of SBE Contractor)

(address):

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

SBE EXHIBIT "B"

SMALL BUSINESS ENTERPRISE (SBE)  
UNAVAILABILITY FORM

RFP # \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- \_\_\_ Did not bid in response to the invitation
- \_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_ Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORT

RFP # \_\_\_\_\_

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.

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

8. Other comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

CITY OF POMPANO BEACH, FLORIDA  
LOCAL BUSINESS PARTICIPATION FORM

Bid Number & Title: \_\_\_\_\_

Prime Contractor's Name: \_\_\_\_\_

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

LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Local Business Contractor)

(address):

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

LOCAL BUSINESS EXHIBIT "F"

LOCAL BUSINESS  
UNAVAILABILITY FORM

RFP # \_\_\_\_\_

I, \_\_\_\_\_  
(Name and Title)

of \_\_\_\_\_, certify that on the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- \_\_\_ Did not bid in response to the invitation
- \_\_\_ Submitted a bid which was not the low responsible bid
- \_\_\_ Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "G"

GOOD FAITH EFFORT REPORT  
LOCAL BUSINESS PARTICIPATION

RFP # \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LOCAL BUSINESS EXHIBIT "H"

Meeting Date:

Agenda Item

March 10, 2015

11

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

Consideration/  
Discussion

Presentation

SHORT TITLE

Over 200 child deaths have been reported in the last five years, nearly half of them  
resulted from drowning and accidental suffocation or strangulation from an unsafe sleep  
environment. Information and education can greatly contribute to preventing these  
deaths, and the City of Pompano Beach supports the efforts to prevent these deaths  
through the #saferby4 Initiative.

Summary of Purpose and Why:

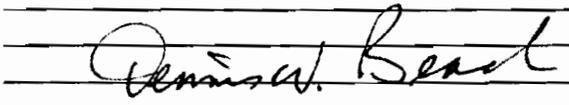
**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING AND ENCOURAGING THE COLLECTIVE EFFORTS OF MUNICIPALITIES THROUGH THE “#SAFERBY4” INITIATIVE TO REDUCE PREVENTABLE CHILD DEATHS DUE TO DROWNING AND SLEEP HABITS; AUTHORIZING THE CITY CLERK TO TRANSMIT THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

- (1) Origin of request for this action: Mayor Lamar Fisher
- (2) Primary staff contact: Gordon B. Linn, City Attorney Ext. 4614
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: \_\_\_\_\_

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Attorney</u>	<u>3/3/15</u>	<u>—</u>	<u>See City Attorney's Comm. #2015-657</u> 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



City Manager



ACTION TAKEN BY COMMISSION:

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



**City Attorney's Communication #2015-657**  
March 3, 2015

**TO:** Dennis W. Beach, City Manager  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution – "Saferby4" Initiative to Prevent Child Deaths

Attached please find the following captioned Resolution addressing the above-referenced matter:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING AND ENCOURAGING THE COLLECTIVE EFFORTS OF MUNICIPALITIES THROUGH THE "#SAFERBY4" INITIATIVE TO REDUCE PREVENTABLE CHILD DEATHS DUE TO DROWNING AND SLEEP HABITS; AUTHORIZING THE CITY CLERK TO TRANSMIT THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

Please place this matter on the March 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.



---

GORDON B. LINN

GBL/jrm  
l:cor/manager/2015-657

Attachments

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING AND ENCOURAGING THE COLLECTIVE EFFORTS OF MUNICIPALITIES THROUGH THE “#SAFERBY4” INITIATIVE TO REDUCE PREVENTABLE CHILD DEATHS DUE TO DROWNING AND SLEEP HABITS; AUTHORIZING THE CITY CLERK TO TRANSMIT THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, recent changes to the Florida Statutes now allow the Florida Department of Children and Families to broadly share child fatality information, which is useful in informing and educating communities about causes of child deaths; and

**WHEREAS**, over 200 child deaths have been reported to the Department of Children and Families in Broward County over the last five years, an average of one death every ten days; and

**WHEREAS**, nearly half of all child fatalities reported to the Department of Children and Families resulted from drowning and accidental suffocation or strangulation from an unsafe sleep environment; and

**WHEREAS**, the most prevalent cause of death of children under one year of age was accidental suffocation or strangulation from an unsafe sleep environment; and

**WHEREAS**, 77% of the Broward County children who died in the last five years were ages three and under; and

**WHEREAS**, information and education can greatly contribute to preventing deaths from drowning and unsafe sleep; and

**WHEREAS**, the Department of Children and Families is working together with the Children’s Services Council of Broward, the Florida Department of Health in Broward County,

Healthy Mothers/Healthy Babies, and other organizations to inform and educate families about actions and steps to prevent child fatalities; and

**WHEREAS**, as part of their overall prevention strategy, the Department of Children and Families is requesting the assistance of all Broward County municipalities in reducing, if not eliminating, these preventable tragedies to safely get young children to their fourth birthday; and

**WHEREAS**, the “#saferby4” initiative was established to raise awareness, assist, inform and educate families and municipalities about strategies and steps to prevent child fatalities; and

**WHEREAS**, first responders play a role in identifying high risk environments and providing educational opportunities to avert preventable child deaths due to drowning and unsafe sleep habits; and

**WHEREAS**, strategies include, providing DOSE ("direct on scene education") training for all Broward County first responders; increasing funding for swimming and pool safety instruction which is currently available for school aged children attending elementary schools participating in the Swim Central program to children from six months old to four (4) years old; securing community and organization support to provide a safe sleeping area for infants including cribs; and evaluating each municipalities risk reduction efforts through engineering, education, and enforcement; and

**WHEREAS**, municipalities, through their ability to communicate to the residents, civic associations, interfaith community and other organizations as well as the ability to coalesce resources, must take a leadership role in the “saferby4” initiative to include collaboration on innovative educational and prevention strategies and sharing “best practices” for reducing preventable child deaths due to drowning and unsafe sleep habits; and

**WHEREAS**, as part of the overall prevention strategy, municipalities have been asked to take the pledge to become a “#saferby4” community in Broward County; now, therefore,

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

**SECTION 1.** The foregoing “WHEREAS” clauses are hereby ratified as true and correct and incorporated herein by this reference.

**SECTION 2.** The City of Pompano Beach supports the “saferby4” initiative.

**SECTION 3.** The City of Pompano Beach encourages health care institutions, municipalities, and all first responders, to support the “saferby4” initiative and to collaborate on strategies aimed at reducing, if not eliminating, preventable child deaths due to drowning and unsafe sleep habits.

**SECTION 4.** The City Clerk is hereby directed to distribute a copy of this Resolution to each Mayor and municipal Commission of Broward County, the Broward Chiefs of Police Association, the Broward Fire Chiefs Association and the Broward County Board of County Commissioners.

**SECTION 5.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
3/3/15  
l:reso/2015-237

Meeting Date: March 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, Fl, approving and authorizing the proper City Officials to execute a Second Amendment to the consultant agreement between the City of Pompano Beach and Hillers Electrical Engineering, Inc. for continuing contract for Electrical Engineering Services (No cost at this time.)

Summary of Purpose and Why:

In a previous Commission action, the ranking of the top three firms submitting on RLI H-48-12 titled "Continuing Contract for Electrical Engineering Services for Various City Projects" Hillers Electrical Engineering, Inc. was one of the top ranked firms. This item is for contract approval. The initial term of the contract is one year with up to four (4) annual one year extensions. This is for the Second amendment to the contract.

There is no cost associated with the approval of this contract. Work Authorizations are negotiated on a project by project basis.

FY14      \$23,300

\$23,300 has been allocated towards this contract thus far.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan/ Ext. 4097/ 4506
- (3) Expiration of contract, if applicable: April 2, 2015
- (4) Fiscal impact and source of funding: No cost at this time.

DEPARTMENTAL COORDINATION

DATE

2/25/15

2/27/15

3-2-15

3/2/15

DEPARTMENTAL RECOMMENDATION

APPROVE

Approve

Approved

DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER

Robert McCaughan

Spible

Spible

John Blum

- Advisory Board
- Development Services Director
- City Manager Call

Thomas W. Beard

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 #2015-556**

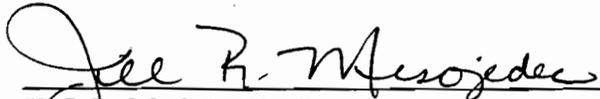
February 10, 2015

**TO:** Missy Stanley, Engineering Secretary  
**FROM:** Jill R. Mesojedec, FRP, Paralegal  
**VIA:** Gordon B. Linn, City Attorney   
**RE:** Resolution – Hillers Electrical Engineering, Inc.

Pursuant to your email dated February 4, 2015, I have prepared and attached the following form of Resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLERS ELECTRICAL ENGINEERING, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me should you have any questions.

  
JILL R. MESOJEDEC

/jrm  
l:cor/engr/2015-556

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 SECOND AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLERS ELECTRICAL ENGINEERING, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Second Amendment between the City of Pompano Beach and Hillers Electrical Engineering, Inc. for continuing contract for electrical engineering services, 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 Hillers Electrical Engineering, 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**

**SECOND AMENDMENT**

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**HILLERS ELECTRICAL ENGINEERING, INC.**, a Florida, corporation, having its office and place of business at 23257 State RD, #7 Suite 100, Boca Raton, Florida 33428 hereinafter referred to as "CONSULTANT."

**WHEREAS**, CONSULTANT entered into a Consultant Agreement with the CITY offering to provide Electrical Engineering Services for Various City Projects on April 3, 2013 ("Original Agreement"), and approved by Resolution No. 2013-170; and

**WHEREAS**, the parties entered into a First Amendment to the Original Agreement on March 28, 2014, approved by City Resolution No. 2014-181;

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement for one (1) additional one-year period;

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement between CITY and CONSULTANT, dated April 3, 2013, and subsequently amended on March 28, 2014, copies of which are attached and made a part hereof

as, composite Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending April 2, 2016.

4. 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 OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

"CONSULTANT":

Witnesses:

[Handwritten Signature]

[Handwritten Signature]

Hillers Electrical Engineering, Inc.

By: [Handwritten Signature]  
Signature

Tom Doran  
Typed, Stamped or Printed Name

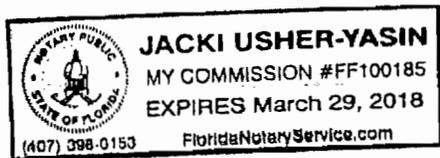
Vice President  
Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2015 by Tom Doran as Vice President of HILLERS ELETRICAL ENGINEERING, INC., on behalf of the corporation. He She is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



[Handwritten Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Jacki Usher-Yasin  
(Name of Acknowledger Typed, Printed or Stamped)

FF100185  
Commission Number

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HILLERS ELECTRICAL ENGINEERING, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

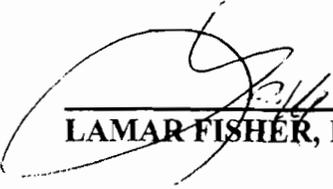
**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a First Amendment between the City of Pompano Beach and Hillers Electrical Engineering, Inc. for continuing contract for electrical engineering services, 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 Hillers Electrical Engineering, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 25th day of March, 2014.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

**FIRST AMENDMENT**

---

**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated the 28th day of March 2014, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**HILLERS ELECTRICAL ENGINEERING, INC.**, a Florida, corporation, having its office and place of business at 23257 State RD, #7 Suite 100, Boca Raton, Florida 33428 hereinafter referred to as "CONSULTANT."

**WHEREAS**, the parties entered into a Consultant Agreement for Continuing Contract for Electrical Engineering Services for Various City Projects on April 3, 2013 ("Original Agreement"), and approved by Resolution No. 2013-170; and

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement for one (1) additional one-year period;

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement between CITY and CONSULTANT, dated April 3, 2013, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending April 2, 2015.

4. The Original Agreement is amended by adding additional language as follows:

#### **ARTICLE 28 – PUBLIC RECORDS**

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

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

(2) Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law; and

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

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

B. The failure of CONSULTANT to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in the Agreement or as provided by law.

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 OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

CITY OF POMPANO BEACH

Betty Jones

By: Lamar Fisher  
LAMAR FISHER, MAYOR

Christine Kanel

By: Dennis W. Beach  
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 28th day of March, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Krystal Aaron  
NOTARY PUBLIC, STATE OF FLORIDA



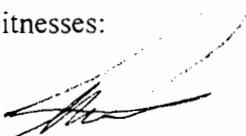
KRYSTAL AARON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE874865  
Expires 2/14/2017

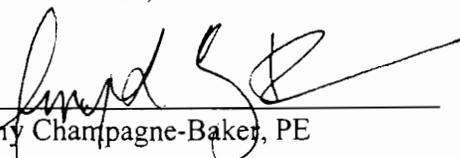
Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

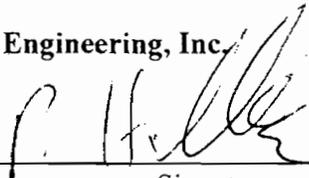
\_\_\_\_\_  
Commission Number

"CONSULTANT":

Witnesses:

  
\_\_\_\_\_  
Thomas Doran, Vice President

  
\_\_\_\_\_  
Amy Champagne-Baker, PE

Hillers Electrical Engineering, Inc.  
By:   
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Paul Hillers  
Typed, Stamped or Printed Name

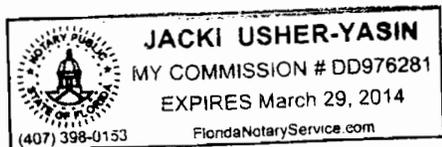
\_\_\_\_\_  
President  
Title

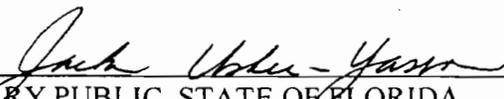
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of March, 2014 by Paul Hillers as President, Thomas Doran, Vice President and Amy Champagne-Baker, P.E., of HILLERS ELETRICAL ENGINEERING, INC., on behalf of the corporation who are personally known to me.

NOTARY'S SEAL:



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Jacki Usher-Yasin  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
DD976281  
Commission Number

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND HILLERS ELECTRICAL ENGINEERING, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; 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 Hillers Electrical Engineering, Inc. for continuing contract for electrical engineering services, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

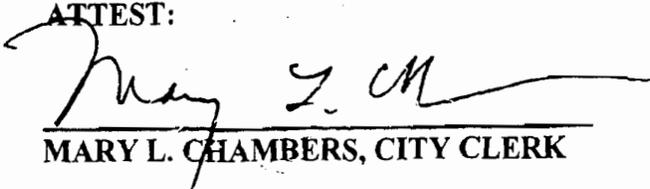
**SECTION 2.** That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and Hillers Electrical Engineering, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 28th day of March, 2013.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

*CITY OF POMPANO BEACH,  
FLORIDA*

**CONSULTANT AGREEMENT**

with



***CONTINUING CONTRACT FOR ENGINEERING SERVICES  
for***

***Electrical Engineering Services***

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

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This Contract is made as of the 8th day of February, 2013, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and Hillers Electrical Engineering, Inc. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

### ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI H-48-12 as set forth in Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Paul Hillers

The CITY's representative shall be City Engineer or designee,

### ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. Thereafter, the term may be extended for an additional four one (1) year renewals upon the written consent of both the City and the Consultant.

### ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 – SUBCONTRACTING**

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

#### **ARTICLE 8 – FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

#### **ARTICLE 9 – AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City as are normally approved.

#### **ARTICLE 10 - INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

**CERTIFICATE OF INSURANCE**, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse

during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## **ARTICLE 11 – INDEMNIFICATION**

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

#### **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

#### **ARTICLE 13 – REMEDIES**

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 – CONFLICT OF INTEREST**

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

#### **ARTICLE 15 – EXCUSABLE DELAYS**

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant

or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 – DEBT**

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

#### **ARTICLE 18 – CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

#### **ARTICLE 19 – ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

#### **ARTICLE 20 – NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

#### **ARTICLE 21 – INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

#### **ARTICLE 22 – AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

#### **ARTICLE 23 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

**ARTICLE 25 – MODIFICATION OF SCOPE OF WORK**

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

**ARTICLE 26 – NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

**FOR CITY:**

City Manager  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061

**FOR CONSULTANT:**

Paul Hillers  
Hillers Electrical Engineering, Inc.  
23257 State Road 7, Suite 100  
Boca Raton, FL 33428

**ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY"

Witnesses:

Betty J. Manes  
Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

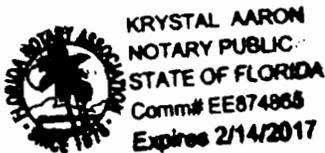
The foregoing instrument was acknowledged before me this 3rd day of April, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

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

Commission Number



**"CONSULTANT"**

Witnesses:

*[Signature]*  
Signature

Amy Champagne-Baker  
Name Typed, Printed or Stamped

By: *[Signature]*  
Signature

Paul Hillers  
Name Typed, Printed or Stamped

Title: President

Address: 23257 State Road 7, Suite 100  
Boca Raton, FL 33428

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2013 by Paul Hillers, on behalf of Hillers Electrical Eng, Inc He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA

Jacki Usher-Yasin  
(Name of Acknowledger Typed, Printed or Stamped)

DD976281  
Commission Number

# H E E

HILLERS ELECTRICAL ENGINEERING, INC.

## Exhibit A

February 11, 2013

City of Pompano Beach  
1201 NE 5<sup>th</sup> Avenue  
Pompano Beach, FL 33060

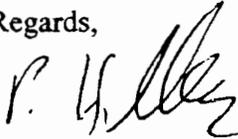
Re: Continuing Contract for Electrical Engineering Services

To whom it may concern:

Hillers Electrical Engineering, Inc. will provide the City of Pompano Beach with the following services:

- Design of various electrical projects
- Preparation of electrical construction drawings and specifications
- Contract administration
- Project electrical inspection services for the construction of various projects

Regards,



Paul Hillers  
President

# HILLERS ELECTRICAL ENGINEERING INC.

HILLERS ELECTRICAL ENGINEERING INC.

## EXHIBIT "B" MAXIMUM SALARY COSTS

**Submitted by:**

Name of Firm: Hillers Electrical Engineering, Inc.

Name of Authorized Representative: Paul Hillers

Signature of Authorized Representative: *P. Hillers*

Date: January 14, 2013

CATEGORY	MAXIMUM RAW HOURLY SALARY (\$/HR)	+	OVER-HEAD AT 124.00% (\$/HR)	+	FRINGE AT 38.00% (\$/HR)	+	MARGIN AT 10.00% (\$/HR)	=	MAXIMUM RATE (\$/HR)
President	79.50		98.58		30.21		20.83		229.12
Chief Engineer	59.36		73.61		22.56		15.55		171.08
Project Manager	48.76		60.46		18.53		12.78		140.53
Professional Engineer	40.28		49.95		15.31		10.55		116.09
Project Engineer	31.80		39.43		12.08		8.33		91.65
CADD/Technician	27.56		34.17		10.47		7.22		79.43
Field Inspector	41.34		51.26		15.71		10.83		119.14
Clerical	24.38		30.23		9.26		6.39		70.26

OVERHEAD (\$/HR) = RAW SALARY X OVERHEAD%

FRINGE (\$/HR) = RAW SALARY X FRINGE %

PROFIT (\$/HR) = (RAW SALARY + OVERHEAD + FRINGE) X PROFIT%

ABOVE COMPUTATIONS RESULT IN AN OVERALL MULTIPLIER OF:

2.88



Meeting Date: March 24, 2015

Agenda Item 13

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration     Workshop

SHORT TITLE OR MOTION: A Resolution of the City Commission of the City of Pompano Beach, Fl, approving and Authorizing the proper City Officials to execute a Second amendment to the Consultant Agreement between the City of Pompano Beach and TLC Engineering For Architecture, Inc. for continuing contract for Electrical Engineering Services. (No Cost at this time).

Summary of Purpose and Why:

In a previous Commission action, the ranking of the top three firms submitting on RLI H-48-12 titled "Continuing Contract for Electrical Engineering Services for Various City Projects" TLC Engineering For Architecture, Inc. was one of the top ranked firms. This item is for contract approval. The initial term of the contract is one year with up to four (4) annual one year extensions. This is the Second Amendment to this contract.

There is no cost associated with the approval of this contract. Work Authorizations are negotiated on a project by project basis.

FY14                      \$0

No funds have been allocated towards this contract thus far.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan/ 1                      Ext. 4097/ 4506
- (3) Expiration of contract, if applicable: March 28, 2015
- (4) Fiscal impact and source of funding: No cost at this time.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	<u>2/23/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>2/27/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>3/2-15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>3/2/15</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 #2015-557**  
February 10, 2015

**TO:** Missy Stanley, Engineering Secretary  
**FROM:** Jill R. Mesojedec, FRP, Paralegal  
**VIA:** Gordon B. Linn, City Attorney *GBL*  
**RE:** Resolution – TLC Engineering for Architecture, Inc.

Pursuant to your email dated February 4, 2015, I have prepared and attached the following form of Resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TLC ENGINEERING FOR ARCHITECTURE, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me should you have any questions.

*Jill R. Mesojedec*  
JILL R. MESOJEDEC

/jrm  
l:cor/engr/2015-557

Attachment

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TLC ENGINEERING FOR ARCHITECTURE, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Second Amendment between the City of Pompano Beach and TLC Engineering for Architecture, Inc. for continuing contract for electrical engineering services, 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 TLC Engineering for Architecture, 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**

**SECOND AMENDMENT**

THIS IS A SECOND AMENDMENT TO THE AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 2015, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**TLC ENGINEERING FOR ARCHITECTURE, INC.**, a Florida, corporation having its office and place of business at 255 SOUTH ORANGE AVE SUITE 1600, ORLANDO, FL 32801 hereinafter referred to as "CONSULTANT."

**WHEREAS**, the parties entered into a Consultant Agreement with the CITY offering to provide Electrical Engineering Services for Various City Projects on April 3, 2013 ("Original Agreement"), and approved by Resolution No. 2013-169; and

**WHEREAS**, the parties entered into a First Amendment to the Original Agreement on March 28, 2014, approved by City Resolution No. 2014-182; and

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement for an additional year.

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement between CITY and CONSULTANT, dated April 3, 2013, and subsequently amended on March 28, 2014 copies of which are attached hereto as, composite Exhibit "A" shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending April 2, 2016.

4. 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 OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

Attest:

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

"CONSULTANT":

Witnesses:

[Signature]  
[Signature]

TLC Engineering For Architecture, Inc.

By: [Signature]  
Signature

Hector Erick Gonzalez  
Typed, Stamped or Printed Name

DIVISION DIRECTOR  
Title

STATE OF FLORIDA

COUNTY OF BROWARD

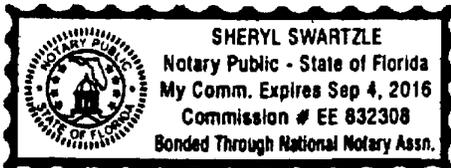
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2015 by Hector Erick Gonzalez as DIVISION DIRECTOR of TLC ENGINEERING FOR ARCHITECTURE, INC., on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_  
\_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

SHERYL SWARTZLE  
(Name of Acknowledger Typed, Printed or Stamped)

EE 832308  
Commission Number



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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND TLC ENGINEERING FOR ARCHITECTURE, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

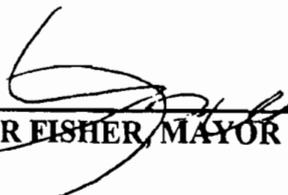
**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

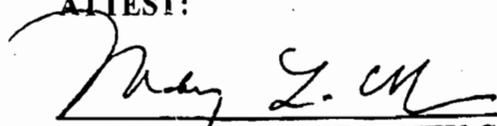
**SECTION 1.** That an agreement between the City of Pompano Beach and TLC Engineering for Architecture, Inc. for continuing contract for electrical engineering services, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and TLC Engineering for Architecture, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 28th day of March, 2013.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**  
  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

*CITY OF POMPANO BEACH,  
FLORIDA*

**CONSULTANT AGREEMENT**

with



***CONTINUING CONTRACT FOR ENGINEERING SERVICES  
for***

***Electrical Engineering Services***

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

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This Contract is made as of the 3rd day of April, 2013, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and TLC Engineering for Architecture ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

### ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI H-48-12 as set forth in Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Steve Rollin, PE, RCDD, LEED AP

The CITY's representative shall be City Engineer or designee,

### ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. Thereafter, the term may be extended for an additional four one (1) year renewals upon the written consent of both the City and the Consultant.

### ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 – SUBCONTRACTING**

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

#### **ARTICLE 8 – FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

#### **ARTICLE 9 – AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City as are normally approved.

#### **ARTICLE 10 - INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

**CERTIFICATE OF INSURANCE**, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. *Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the Florida Insurance Guarantee Association Act.*

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse

during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## **ARTICLE 11 – INDEMNIFICATION**

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any *personal injury, loss of life or damage to property* to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

#### **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

#### **ARTICLE 13 – REMEDIES**

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 – CONFLICT OF INTEREST**

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

#### **ARTICLE 15 – EXCUSABLE DELAYS**

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant

or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 – DEBT**

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

#### **ARTICLE 18 – CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

#### **ARTICLE 19 – ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

#### **ARTICLE 20 – NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

#### **ARTICLE 21 – INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

#### **ARTICLE 22 – AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

#### **ARTICLE 23 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

### **FOR CITY:**

City Manager  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061

### **FOR CONSULTANT:**

Steve Rollin  
TLC Engineering for Architecture  
800 Fairway Drive, Suite 250  
Deerfield Beach, FL 33441

## ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY"

Witnesses:

Betty J. Monica  
Shelley R. Bartholomew

**CITY OF POMPANO BEACH**

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
GORDON B. LINN  
CITY ATTORNEY

**STATE OF FLORIDA**  
**COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 3rd day of April, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



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

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

\_\_\_\_\_  
Commission Number

**"CONSULTANT"**

Witnesses:

Teresita Lopez  
Signature

By: [Signature]  
Signature

Teresita Lopez  
Name Typed, Printed or Stamped

Hector Erick Gonzalez  
Name Typed, Printed or Stamped

Title: Director of South Florida Operations

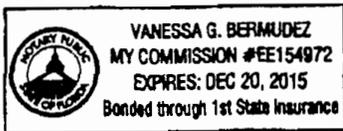
Address: 5757 Blue Lagoon Drive, Suite 400  
Miami, FL 33126

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2013 by Hector Erick Gonzalez, on behalf of TLC Engineering for Architecture (she is personally known to me or who has produced (personally known) (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



Vanessa G. Bermudez  
(Name of Acknowledger Typed, Printed or Stamped)

#EE154972  
Commission Number

Exhibit A



February 13, 2013

**City of Pompano Beach**  
1201 NE 5<sup>th</sup> Avenue  
Pompano Beach, FL 33060

Re: Continuing Contract for Electrical Engineering Services  
RLI H-48-12

Dear Sirs:

TLC Engineering for Architecture is pleased to be one of the consultant firms selected to provide electrical engineering services to the City of Pompano Beach as per RLI H-48-12.

Our scope of services consists of electrical engineering, cost estimating and construction management for design, preparation of construction drawings, specifications, contract administration and project inspection services for the construction of various electrical projects with constructions costs that will not exceed \$2 million, and for any study activity for which fees will not exceed \$200,000.

The team consists of the following members:

<u>Firm Name</u>	<u>Role</u>
TLC Engineering for Architecture	Electrical Engineering
CIMA	Construction Management
CMS	Cost Estimating

We appreciate the opportunity to work with the City of Pompano Beach. If you need any additional information, please do not hesitate to contact us.

Best regards,

TLC ENGINEERING FOR ARCHITECTURE



H. Erick Gonzalez, PE, LEED AP, CxA  
Director of South Florida Operations



Exhibit B

**City of Pompano Beach  
Continuing Contract for Electrical Engineering Services**

**TLC Standard Hourly Rates**  
Professional Engineering Services Proposal  
February 13, 2013

**TLC Engineering for Architecture, Inc.**

BILLING FACTOR	DESIGNATION	8/1/12 - 7/31/13 BILLING RATES
6	Director	\$ 195
5	Senior Engineer, Manager	165
4	Project Engineer, Manager	135
3	Engineer, Specialist	105
2	Graduate Engineer, Designer, Administrative Secretary	85
1	Technician, Secretary, Intern, Clerical	60

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate

Exhibit C



TLCENGI-01 DGARCIA

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
2/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277      FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TLC Engineering for Architecture, Inc. 255 South Orange Ave Ste 1600 Orlando, FL 32801	INSURER A: National Fire Insurance Company of Hartford A(XV)	20478
	INSURER B: Transportation Insurance Company A(XV)	20494
	INSURER C: Valley Forge Insurance Company A(XV)	20508
	INSURER D: Continental Casualty Company (CNA) A(XV)	20443
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			4029282666	3/30/2012	3/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
<input checked="" type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input checked="" type="checkbox"/>	LOC		
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			4029282778	3/30/2012	3/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			4029282733	3/30/2012	3/30/2013	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 10,000,000
	<input type="checkbox"/>		<input type="checkbox"/> CLAIMS-MADE				
	DED		RETENTION \$				
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4029282814	3/30/2012	3/30/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional			AEH 11 376 29 94	5/22/2012	5/22/2013	PER CLAIM 5,000,000
D	Liability			AEH 11 376 29 94	5/22/2012	5/22/2013	AGGREGATE 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Pompano is included as additional insured with the exception of workers compensation & professional liability.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Pompano 1201 NE 5th Ave. Pompano Beach, 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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# CERTIFICATE OF LIABILITY INSURANCE

TLCENGI-01

GDIXON

DATE (MM/DD/YYYY)  
3/7/2014

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).

<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (703) 827-2277 E-MAIL ADDRESS: FAX (A/C, No): (703) 827-2279													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Company of Hartford A(XV)</td> <td>20478</td> </tr> <tr> <td>INSURER B: Transportation Insurance Company A(XV)</td> <td>20494</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Company A(XV)</td> <td>20508</td> </tr> <tr> <td>INSURER D: Continental Casualty Company (CNA) A(XV)</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Company of Hartford A(XV)	20478	INSURER B: Transportation Insurance Company A(XV)	20494	INSURER C: Valley Forge Insurance Company A(XV)	20508	INSURER D: Continental Casualty Company (CNA) A(XV)	20443	INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> TLC Engineering for Architecture, Inc. 255 South Orange Ave Ste 1600 Orlando, FL 32801														

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		4029282666	03/30/2013	03/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY		4029282778	03/30/2013	03/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	4029282733	03/30/2013	03/30/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4029282814	03/30/2013	03/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional Liability		AEH113762994	05/22/2013	05/22/2014	Per Claim \$ 5,000,000
			AEH113762994	05/22/2013	05/22/2014	Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Various City Projects Contract

Certificate Holder is included as additional insured with the exception of workers compensation & professional liability and where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pompano Beach 1201 NE 5th Ave Pompano Beach, FL 33060	APPROVED RISK MANAGEMENT ON: 03/07/14 BY: <i>[Signature]</i>	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 <i>[Signature]</i>

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**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 TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TLC ENGINEERING FOR ARCHITECTURE, INC. FOR CONTINUING CONTRACT FOR ELECTRICAL ENGINEERING SERVICES; PROVIDING AN EFFECTIVE DATE.**

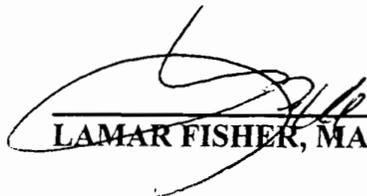
**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a First Amendment between the City of Pompano Beach and TLC Engineering for Architecture, Inc. for continuing contract for electrical engineering services, a copy of which amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

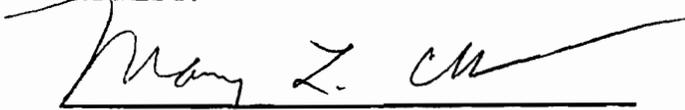
**SECTION 2.** That the proper City officials are hereby authorized to execute said amendment between the City of Pompano Beach and TLC Engineering for Architecture, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 25th day of March, 2014.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

7  
E

**FIRST AMENDMENT**

---

**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated the 28<sup>th</sup> day of March 2014, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**TLC ENGINEERING FOR ARCHITECTURE, INC.**, a Florida, corporation having its office and place of business at 255 SOUTH ORANGE AVE SUITE 1600, ORLANDO, FL 32801 hereinafter referred to as "CONSULTANT."

**WHEREAS**, the parties entered into a Consultant Agreement for Continuing Contract for Electrical Engineering Services for Various City Projects on April 3, 2013 ("Original Agreement"), and approved by Resolution No. 2013-169; and

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement for one (1) additional one-year period;

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement between CITY and CONSULTANT, dated April 3, 2013, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending April 2, 2015.

4. The Original Agreement is amended by adding additional language as follows:

#### **ARTICLE 28 – PUBLIC RECORDS**

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

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

(2) Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law; and

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

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

B. The failure of CONSULTANT to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in the Agreement or as provided by law.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns and shall be fully effective as though the extension had been originally included in the Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J Moses

By: [Signature]  
LAMAR FISHER, MAYOR

Christine Kordel

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of March, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)



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

Commission Number

"CONSULTANT":

Witnesses:

TLC Engineering For Architecture, Inc.

Kevin Chudrick  
[Signature]

By: [Signature]  
Signature

RALPH BAEZA  
Typed, Stamped or Printed Name

Principal & Senior Electrical Engi.  
Title neer

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7 day of March, 2014 by RALPH BAEZA as PRINCIPAL of TLC ENGINEERING FOR ARCHITECTURE, INC., on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

SHERYL SWARTZLE  
(Name of Acknowledger Typed, Printed or Stamped)

EE 832308  
Commission Number





Meeting Date: March 24, 2015

Agenda Item

14

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 JEFFREY A. HAYNES TO THE BUDGET REVIEW COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS 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:

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes signatures for City Clerk's Office and City Manager.

Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows for 1st and 2nd Reading, and Results.

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 A. HAYNES TO THE BUDGET REVIEW COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS FOR A TERM TO COINCIDE WITH THE TERM OF OFFICE OF SAID APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Jeffrey A. Haynes 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 Jeffrey A. Haynes is hereby appointed to the Budget Review Committee as appointee of Commissioner Barry Moss 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 POMPANO BEACH  
ADVISORY BOARD / COMMITTEE  
APPLICATION**

CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

2015 MAR -4 PM 4: 28

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: JEFFREY A. HAYNES  
(Optional)

**Residence Information:**

Home Address: 4015 W. PALM AIRE DR, #703  
City/State/Zip: POMPANO BEACH, FL 33069  
Home Phone: 954-972-1762 Cell Phone: 954-551-4619  
Email: jhaynes@7725@gmail Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: \_\_\_\_\_  
Current Position / Occupation: RETIRED  
Business Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a U.S. Citizen? Yes  No   
Are you a resident of Pompano Beach? Yes  No  Reside in District: 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4 \_\_\_ 5   
Do you own real property in Pompano Beach? Yes  No   
Are you a registered voter? Yes  No   
Have you ever been convicted of a felony? Yes  No   
Current or prior service on governmental boards and/or committees: \_\_\_\_\_

**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 checked="" 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"/> 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: KETTERING UNIVERSITY, FLINT MICHIGAN '77  
B.S. INDUSTRIAL ADMINISTRATION

Experience: GENERAL MOTORS 1972 - 2009

Past Positions: MAINTENANCE MANAGER, MANUFACTURING  
ENGINEERING MANAGER, QUALITY DIRECTOR,  
PLANT MANAGER

Hobbies: GOLF, GYM, TUTOR / MENTOR, VISITING FAMILY

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

Signature: 

Date: 3-1-15

Initials of Clerk or Deputy: \_\_\_\_\_

Date received or confirmed: 3/4/15

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.

If you have any questions, call me at

In my GM working life, I was responsible to prepare and held accountable budgets as much as \$240 million per year for operations . I have been responsible for Capital Improvement budgets close to \$100 million at various times throughout the last 10 years of my career. I have had as many as 3,200 people work for me ( hourly and salary ) at one time depending on the location and assignment. I am very familiar with Accounting practices, Sarbanes-Oxley requirements, budget preparations, business plan preparations, etc..

Jeff Haynes

**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.

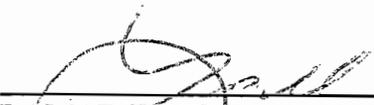
**SECTION 3.** The committee's powers and duties shall be as follows:

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

<b>Budget Review Committee</b>		<b>MEMBERS</b>				
<i>Name</i>	<i>Address</i>	<i>District</i>	<i>Phone</i>	<i>Appointed</i>	<i>Expires</i>	<i>Reso No.</i>
<b>Carmen Jones</b>	721 N.W. 16th Street (33060)	4	954-249-9026	5/14/2013	11/6/2016	2013-241
Mayor Fisher's Appointee	Cjones_2014@yahoo.com					
<b>VACANCY</b>		1			11/6/2016	
Comr. Dockswell's Appointee						
<b>VACANCY</b>		2			11/6/2016	
Vice Mayor Burrie's Appointee						
<b>Judi Ahern</b>	371 Southeast 3rd Street(33060)	3	954-942-7187	2/27/2015	11/6/2016	2015-181
Comr. Hardin's Appointee						
<b>VACANCY</b>		4			11/6/2016	
Comr. Phillips' Appointee						
<b>VACANCY</b>		5			11/6/2016	
Comr. Moss' Appointee						

Christine Kendel	Recording Secretary	954-786-4612
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Meets: First Thursday @ 6:00pm in the City Commission Chambers Conference Room
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Meeting Date: March 24, 2015

Agenda Item

15

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE APPOINTMENT TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC.

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **WHITNEY RAWLS** TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON MARCH 24, 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>3/12/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>		<u>Dennis W. Seard</u>

ACTION TAKEN BY COMMISSION:			
<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 <sup>st</sup> Reading _____	1 <sup>st</sup> Reading _____	Results: _____	Results: _____
2 <sup>nd</sup> 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 WHITNEY RAWLS TO THE POMPANO BEACH ECONOMIC DEVELOPMENT COUNCIL, INC. OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON MARCH 24, 2018; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Whitney Rawls 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 Whitney Rawls is hereby appointed to the Pompano Beach Economic Development Council, Inc., as appointee of Commissioner Barry Moss for a term of three (3) years; said term to expire on March 24, 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**



POMPANO BEACH

COMMUNITY REDEVELOPMENT AGENCY  
ADVISORY COMMITTEE APPLICATION  
CITY OF POMPANO BEACH, FLORIDA

EAST DISTRICT       WEST DISTRICT

Post Office Drawer 1300  
Pompano Beach, Florida 33061

Phone: (954) 786-5535  
Fax: (954) 786-7836

IN ORDER TO ASSIST THE CRA BOARD IN MAKING ADVISORY COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF APPLICANT: Whitney Rawls

HOME ADDRESS: 1816 NW 4 STREET

CITY/STATE/ZIP CODE: Pompano Beach, FL 33009

HOME #: 954-917-1232 CELL #: 954-444-6188 EMAIL ADDRESS: whitneyrawls@yahoo.com

MAILING ADDRESS: SAME AS ABOVE

CITY/STATE/ZIP CODE: "

ARE YOU A POMPANO BEACH RESIDENT?      YES:       NO:

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

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

DO YOU OWN A BUSINESS 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: Systems Manager

BUSINESS ADDRESS: 2101 W Andrews Avenue, Suite # 200

CITY/STATE/ZIP: Fort Lauderdale, FL 33311

BUSINESS PHONE #: 954-574-5678 BUSINESS FAX #: 954-754-6100

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Yes  
IF YES, PLEASE LIST NAME: CDAC

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

IF YES, PLEASE LIST NAME(S):  
PLANNING & ZONING BOARD ECONOMIC DEVELOPMENT COMMISSION  
CRIMINAL JUSTICE ADVISORY BOARD MULTIPLA ARTS COMMITTEE  
EDUCATION ADVISORY COMMITTEE

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

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

BELOW PLEASE LIST BACKGROUND INFORMATION WHICH YOU FEEL WOULD QUALIFY YOU TO SERVE ON THIS COMMITTEE AND /OR ATTACH A RESUME:

ACTIVE PARTICIPATION IN VARIOUS COMMUNITY & NON-PROFIT ORGANIZATIONS. 16 YEARS MANAGING PROJECTS, BUDGETS, ETC.

EDUCATION: B.S. in INFORMATION TECHNOLOGY

EXPERIENCE: ?

CURRENT POSITION: Systems Manager

PAST POSITIONS: IT DIRECTOR, CONSULTANT

HOBBIES: Golf, Fishing, Reading

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CRA BOARD

[Signature]  
SIGNATURE OF APPLICANT

9/10/12  
DATE OF APPLICATION

AK  
BOARD SECRETARY OR CITY CLERK

7/1/13  
DATE RECEIVED OR CONFIRMED

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS 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, 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

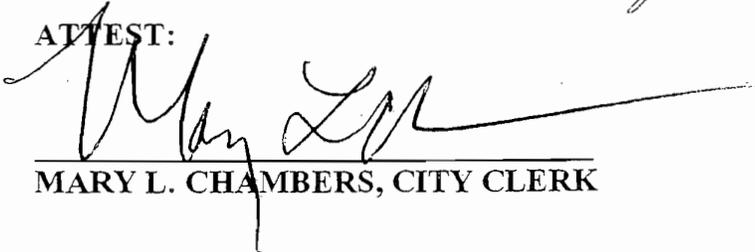
established for the purpose of improving economic development within the City. In order to accomplish the economic development in all sectors of the City, the City approves of a fifteen (15) member Board of Directors for the Council of which five (5) will be appointed by the Greater Pompano Beach Chamber 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 13<sup>th</sup> 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.

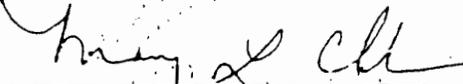
**SECTION 2.** The City Commission of the City of Pompano Beach supports the creation and implementation of a public/private organization to be known as the "Pompano Beach Economic Development Council" and to be established for the purpose of improving economic development within the City. In order to 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

**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 2200 East 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 fifteen (15) 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.

## 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 re-instated by the Board of the Council in the same manner as for the filling of a vacancy on the Board. Termination a director's term in this manner who was appointed by the City of Pompano Beach is effective upon ratification by the City of Pompano

Beach Commission. Termination a director's term in this manner who was appointed by the Pompano Economic Group is effective upon ratification by the Pompano Economic Group.

## **2.07 EX-OFFICIO DIRECTORS**

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

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

## **2.08 ANNUAL MEETING**

The annual meeting of the Board of Directors shall be during the monthly meeting each October, or as close thereto as may be advisable, unless changed by a unanimous vote of the Board of Directors at any meeting thereof, at such time and place as the Board of Directors shall from time to time determine, for the transaction of such business as may lawfully come before the meeting. It shall be the duty of the Secretary of the Council to give seven (7) calendar days notice of the time, place and

date of the annual meeting to each director and to the Pompano Beach City Commission and the Pompano Economic Group.

## **2.09 REGULAR MEETINGS**

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

## **2.10 SPECIAL MEETINGS**

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

## **2.11 NOTICE OF MEETINGS**

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

## **2.12 COMPENSATION**

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

## **2.13 RESIGNATIONS**

A Director may resign at any time by delivering written notice to the Board of Directors or its Chairperson. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is given which is effective at a latter date, then the Board of Directors

may fill the pending vacancy before the effective date as provided in these By-Laws, if the Board of Directors provides that the successor does not take office until the effective date.

## **2.14 REMOVAL OF DIRECTORS**

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

## **2.15 FILLING OF VACANCIES**

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

## **2.16 DIRECTOR CONFLICTS OF INTEREST**

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

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

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

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

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

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

## 2.17 STANDING RULES

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

## 2.18 QUORUM AND ACTION

A simple majority of the number of all directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. A director shall be deemed present at a meeting of the Board of Directors if a conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, is used. Except as otherwise provided by Statute, by the Articles of Incorporation, or by these By-Laws, the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

## 2.19 PRESUMPTION OF ASSENT

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

## 2.20 ACTION WITHOUT A MEETING

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

# ARTICLE III - EXECUTIVE AND OTHER COMMITTEES

## 3.01 CREATION OF COMMITTEES

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

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

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

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

### **3.02 EXECUTIVE COMMITTEE**

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

### **3.03 OTHER COMMITTEES**

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

### **3.04 OPERATION**

The sections of these Bylaws that govern meetings, notice and waiver of notice, quorum and voting, and action without a meeting of the Board of Directors apply to committees and their members as well.

### **3.05 MINUTES**

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

### **3.06 PROHIBITED ACTIVITIES OF ANY COMMITTEES**

No committee shall have the authority to:

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

## ARTICLE IV - OFFICERS

### **4.01 OFFICERS**

The officers of this Council shall be a Chairperson of the Board, Vice Chairperson, and Secretary. All officers shall be chosen from the Directors of the Council.

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.

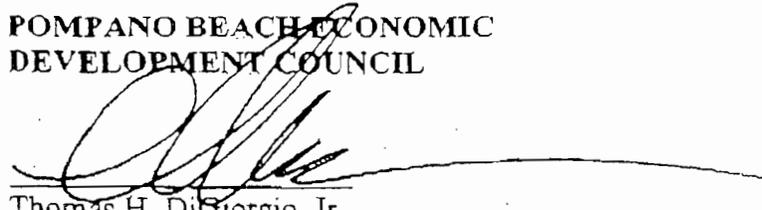
**ARTICLE XII - COUNCIL SEAL**

**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 December 4, 2006.

**POMPANO BEACH ECONOMIC  
DEVELOPMENT COUNCIL**



Thomas H. DiGiorgio, Jr.  
Chairperson

<b>Name</b>	<b>Address</b>	<b>District</b>	<b>Phone</b>	<b>Appointed</b>	<b>Expires</b>	<b>Reso No.</b>
<b>Vince Johnson</b>	671 N.w. 18th Court (33060)	4	754-234-5844	2/10/2015	2/10/2018	2015-169
Comr. Phillips' Appointment	<a href="mailto:vjohnson357@hotmail.com">vjohnson357@hotmail.com</a>					
<b>VACANCY</b>						
Comr. Moss' Appointment					Rawls Term	
<b>Elaine Fitzgerald</b>	1937 E. Atlantic Blvd., Ste 102 (33060)	1	954-471-6704 c	2/10/2015	2/10/2018	2015-168
Comr. Dockswell's Appointment	<a href="mailto:elaine@ourPRteam.com">elaine@ourPRteam.com</a>		954-942-2424 o			
<b>Dodie Keith-Lazowick</b>	301 E. Atlantic Blvd., (33060) Bus	3	954-788-3400 o	2/24/2015	9/30/2018	2015-182
Vice Mayor Burrie's Appointment			954-649-8374 h			
<b>VACANCY</b>						
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: March 24, 2015

Agenda Item 16

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 AN EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.(NO COST)

Summary of Purpose and Why:

This extension will allow Mathews Consulting sufficient time under the existing agreement to complete work authorizations entered into under the continuing services contract. No funds have been allocated towards this contract thus far.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff, Stormwater Master Plan
- (2) Primary staff contact: Robert McCaughan/ Alessandra Delfico PE Ext 4507/ 4144
- (3) Expiration of contract, if applicable: 2/27/16
- (4) Fiscal impact and source of funding: NA

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>3-13-15</u>	APPROVE	<u>Alessandra Delfico</u>
Public Works	<u>3/13/15</u>	APPROVE	<u>Robert McCaughan</u>
City Attorney	<u>3/16/15</u>	APPROVE	<u>Robert McCaughan</u>
Finance	<u>3/16/15</u>	APPROVE	<u>S. Subble</u>
Budget	<u>3/17/15</u>	APPROVE	<u>Cheryl A. Vozel</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 #2015-702**

March 12, 2015

**TO:** Alessandra Delfico, P.E., City Engineer  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution and Extension Agreement – Mathews Consulting, Inc.

Pursuant to your memorandum dated March 10, 2015, Engineering Department Memorandum No. 15-94, attached please find 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 WORK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$198,389.00 FOR ESQUIRE LAKE NEIGHBORHOOD STORMWATER IMPROVEMENTS, PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

In addition, 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 AN EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

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

  
GORDON B. LINN

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 EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That an Extension Agreement between the City of Pompano Beach and Mathews Consulting, Inc. for continuing contract for civil engineering services for various city projects, 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 Mathews Consulting, 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**

## ***EXTENSION AGREEMENT***

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**THIS EXTENSION AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**MATHEWS CONSULTING, INC.**, a Florida corporation, having its office and place of business at 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401, hereinafter referred to as "CONSULTANT."

**WHEREAS**, CONSULTANT entered into a Consultant Agreement with the CITY offering to provide Civil Engineering Services for Various City Projects on November 29, 2010, ("Original Agreement"), and approved by Resolution No. 2011-64; and

**WHEREAS**, the parties entered into a First Amendment to the Original Agreement on November 28, 2011 approved by City Resolution No. 2012-41; and a Second Amendment to the Original Agreement on December 4, 2012, approved by Resolution No. 2013-79; and

**WHEREAS**, the parties entered into Reinstatement Third Amendment to the Original Agreement on March 3, 2014, approved by City Resolution No. 2014-139; and

**WHEREAS**, the parties entered into a Fourth Amendment to the Original Agreement on November 18, 2014, approved by City Resolution No. 2015-78; and

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement through February 20, 2016; and

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement between CITY and CONSULTANT, dated November 29, 2010, and subsequently amended on November 28, 2011 and December 4, 2012 and March 3, 2014 and November 18, 2015, copies of which are attached hereto and made a part hereof as, composite Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for through February 20, 2016.

4. 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 OF THE 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:

ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

"CONSULTANT":

Witnesses:

Courtney Marshall

Courtney Marshall  
Print Name

[Signature]

Kyle Scott  
Print Name

MATHEWS CONSULTING, INC.  
a Florida corporation

By: [Signature]  
Signature

Bene L. Mathews  
Typed, Stamped or Printed Name

President  
Title

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of March, 2015 by Bene Mathews as President of MATHEWS CONSULTING, INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Brenda Klion  
(Name of Acknowledger Typed, Printed or Stamped)

FF 168833  
Commission Number

GBL/jrm  
3/12/15  
l:agr/2015-701

orig. 2/2

RESOLUTION NO. 2015- 78

**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 FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

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

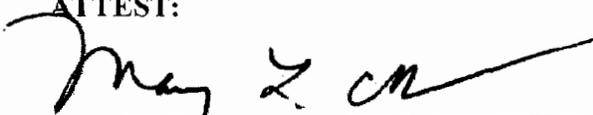
**SECTION 1.** That a Fourth Amendment between the City of Pompano Beach and Mathews Consulting, Inc. and for continuing contract for civil engineering services for various city projects, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and Mathews Consulting, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**  
  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

**FOURTH AMENDMENT**

THIS IS A FOURTH AMENDMENT TO THE AGREEMENT dated the 18th  
day of November 2014, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**MATHEWS CONSULTING, INC.** a Florida corporation having its office and place of business at 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401, hereinafter referred to as "CONSULTANT."

**WHEREAS**, CONSULTANT entered into a Consultant Agreement with the CITY offering to provide Civil Engineering Services for Various City Projects on November 29, 2010, ("Original Agreement"), and approved by Resolution No. 2011-64; and

**WHEREAS**, the parties entered into a First Amendment to the Original Agreement on November 28, 2011 approved by City Resolution No. 2012-41; and a Second Amendment to the Original Agreement on December 4, 2012, approved by Resolution No. 2013-79; and

**WHEREAS**, the parties entered into Reinstatement and to Extension Agreement to the term of the Original Agreement on March 3, 2014, approved by City Resolution No. 2014-139; and

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement for an additional year.

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.



"CONSULTANT":

Witnesses:

Constance [Signature]  
[Signature]

Mathews Consulting, Inc.

By: [Signature]  
Signature

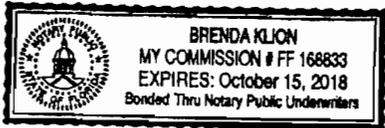
Rene L. Mathews  
Typed, Stamped or Printed Name

President.  
Title

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2014 by Rene L. Mathews as President of MATHEWS CONSULTING, INC., on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Brenda Klion  
(Name of Acknowledger Typed, Printed or Stamped)

FF 168833  
Commission Number

CITY OF POMPANO BEACH  
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A REINSTATEMENT AND THIRD AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

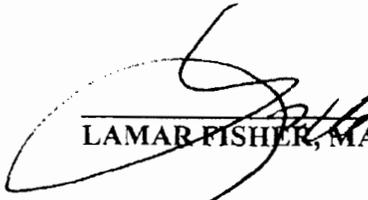
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Reinstatement and Third Amendment between the City of Pompano Beach and Mathews Consulting, Inc. and for continuing contract for civil engineering services for various city projects, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

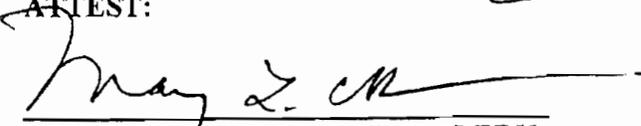
SECTION 2. That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and Mathews Consulting, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of February, 2014.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

**REINSTATEMENT AND  
THIRD AMENDMENT**

**THIS IS A REINSTATEMENT AND THIRD AMENDMENT TO THE AGREEMENT**

dated the 3rd day of March 2014, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**MATHEWS CONSULTING, INC.** a corporation authorized to do business in the State of Florida, having its office and place of business at 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401, hereinafter referred to as "CONSULTANT."

**WHEREAS**, the parties entered into a Consultant Agreement for Continuing Contract for Civil Engineering Services for Various City Projects on November 29, 2010, ("Original Agreement"), and approved by Resolution No. 2011-64; and

**WHEREAS**, the parties entered into a First Amendment to the Original Agreement on November 28, 2011 approved by City Resolution No. 2012-41; and a Second Amendment to the Original Agreement on December 4, 2012, approved by Resolution No. 2013-79; and

**WHEREAS**, the Original Agreement was for one (1) year with four (4) possible additional one-year renewals; and

**WHEREAS**, a period of time greater than one year has lapsed without renewal of the Original Agreement; and

**WHEREAS**, the parties desire to reinstate and to extend the term of the Original Agreement for an additional year and to include additional language to the Original Agreement.

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement between CITY and CONSULTANT, dated November 29, 2010, and subsequently amended on November 28, 2011 and December 4, 2012, copies of which are attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending November 28, 2014.

4. The Original Agreement is amended by adding additional language as follows:

#### **ARTICLE 28 – PUBLIC RECORDS**

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

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

(2) Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law; and

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

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

B. The failure of CONSULTANT to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in

accordance with the provisions set forth in the Agreement or as provided by law.

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 OF THE WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

Lucy J. Fuscia

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of March, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



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

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

\_\_\_\_\_  
Commission Number

"CONSULTANT":

Witnesses:

[Handwritten Signature]

[Handwritten Signature]

Mathews Consulting, Inc.

By: [Handwritten Signature]

Signature

Rene L. Mathews

Typed, Stamped or Printed Name

President

Title

STATE OF FLORIDA

COUNTY OF ~~BROWARD~~ <sup>of</sup> PALM BEACH

The foregoing instrument was acknowledged before me this 27 day of January, 2014 by RENE L. MATHEWS as PRESIDENT of MATHEWS CONSULTING, INC., on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

[Handwritten Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

VICTORIA PARSONS  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_



VICTORIA PARSONS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE884755  
Expires 3/17/2017



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

09/12/13

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 <b>ACEC/MARSH</b> 701 Market St., Ste. 1100 St. Louis, MO 63101	800-338-1391	CONTACT NAME:	
	888-621-3173	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	<b>MATHE-1</b>
		INSURER(S) AFFORDING COVERAGE	
INSURED <b>Mathews Consulting, Inc.</b> 477 S. Rosemary Avenue #330 West Palm Beach, FL 33401	INSURER A:	<b>Hartford Insurance Company</b>	NAIC # <b>22357</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		84SBGLB7335	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
			PROFESSIONAL LIAB EXCL			GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		84UEGLL7958	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		84SBGLB7335	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		84WBGGJ0270	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: General Engineering Contracts for: RLI H-49-10 and RLI H-51-10 - City of Pompano Beach is included as additional insured for above coverages except WC as required by written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF  <b>City of Pompano Beach</b> Attn: City Manager P.O. Drawer 1300 Pompano Beach, FL 33061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jeff Comely</i>
APPROVED RISK MANAGEMENT ON: 10/17/13 BY: <i>JM</i>	RECEIVED 13 OCT - 7 PM 3:10 INSURANCE DEPARTMENT BEACH

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RESOLUTION NO. 2013-79

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 SECOND AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

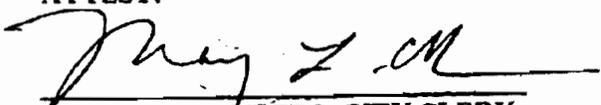
SECTION 1. That a Second Amendment between the City of Pompano Beach and Mathews Consulting, Inc. for continuing contract for civil engineering services for various city projects, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said amendment between the City of Pompano Beach and Mathews Consulting, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of November, 2012.

  
LAMAR FISHER, MAYOR

ATTEST:  
  
MARY L. CHAMBERS, CITY CLERK

**SECOND AMENDMENT**

**THIS IS A SECOND AMENDMENT TO THE AGREEMENT** dated the 4th day of December 2012, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**MATHEWS CONSULTING, INC.** a corporation authorized to do business in the State of Florida, having its office and place of business at 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401, hereinafter referred to as "CONSULTANT."

**WHEREAS**, the parties entered into a Consultant Agreement for Continuing Contract for Civil Engineering Services for Various City Projects on November 29, 2010, ("Original Agreement"), and approved by Resolution No. 2011-64; and

**WHEREAS**, the parties entered into a First Amendment to the Original Agreement on November 28, 2011 approved by City Resolution No. 2012-41; and

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement for one (1) additional one-year period;

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement between CITY and CONSULTANT, dated November 29, 2010, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.
3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending November 28, 2013.

4. 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 OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moore

By: [Signature]  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]

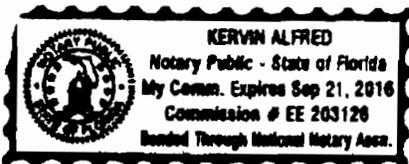
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of December, 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 is personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT":

Witnesses:

[Signature]

[Signature]

Mathews Consulting, Inc.

By: [Signature]  
Signature

René L. Mathews  
Typed, Stamped or Printed Name

President  
Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of NOVEMBER, 2012 by RENE MATHEWS as PRESIDENT of MATHEWS CONSULTING, INC., on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_

(type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Nancy Armstrong  
(Name of Acknowledger Typed, Printed or Stamped)

EE 172466  
Commission Number

CITY OF POMPANO BEACH  
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; 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 Mathews Consulting, Inc. for continuing contract for civil engineering services for various city projects, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

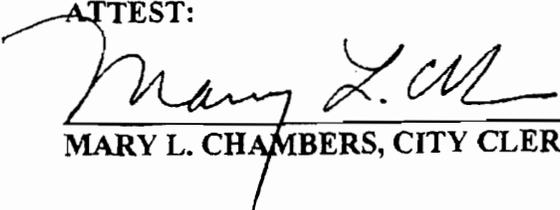
SECTION 2. That the proper City officials are hereby authorized to execute said amendment between the City of Pompano Beach and Mathews Consulting, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of November, 2011.

  
LAMAR FISHER, MAYOR

ATTEST:

  
MARY L. CHAMBERS, CITY CLERK

**FIRST AMENDMENT**

---

**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated the 28 day of November 2011, between:

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

**MATHEWS CONSULTING, INC.** a corporation authorized to do business in the State of Florida, having its office and place of business at 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401, hereinafter referred to as "CONSULTANT."

**WHEREAS**, the parties entered into a Consultant Agreement for Continuing Contract for Civil Engineering Services for Various City Projects on November 29, 2010, ("Original Agreement"), and approved by Resolution No. 2011-64; and

**WHEREAS**, the CITY and CONSULTANT have agreed to extend the Original Agreement for one (1) additional one-year period;

**WITNESSETH:**

**IN CONSIDERATION** of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement between CITY and CONSULTANT, dated November 29, 2010, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending November 28, 2012.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

**"CITY":**

Witnesses:

CITY OF POMPANO BEACH

Christene Woodka

By: [Signature]  
LAMAR FISHER, MAYOR

Christene Woodka

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of November, 2011 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

**"CONSULTANT":**

Witnesses:

[Handwritten Signature]

[Handwritten Signature]

Mathews Consulting, Inc.

By:

[Handwritten Signature]  
Signature

Rene L. Mathews

Typed, Stamped or Printed Name

President

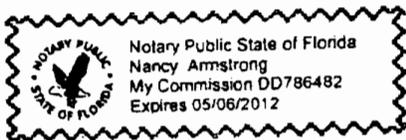
Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2011 by RENE MATHIEWS as PRESIDENT of MATHEWS CONSULTING, INC., on behalf of the corporation. He/She is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



[Handwritten Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Nancy Armstrong  
(Name of Acknowledger Typed, Printed or Stamped)

DD 786482  
Commission Number

"Exhibit A"

12

RESOLUTION NO. 2011-61

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR WATER AND RECLAIMED WATER TREATMENT PLANT PROJECTS; 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 Mathews Consulting, Inc. for continuing contract for civil engineering services for water and reclaimed water treatment plant projects, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

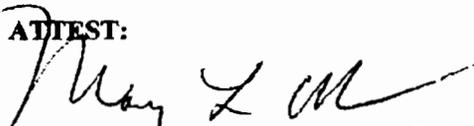
**SECTION 2.** That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and Mathews Consulting, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of November, 2010.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

## CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

---

This Contract is made as of the 29 day of November, 2010, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and Mathews Consulting, Inc. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

**WHEREAS**, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

**WHEREAS**, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

**NOW, THEREFORE**, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

### ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI ~~8-49-10~~ as set forth in Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Rene L. Mathews, P.E.,

The CITY's representative shall be City Engineer or designee,

### ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall adhere to the schedule given in each work authorization after receiving the "Notice to Proceed."

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in individual Work Authorizations or Task Orders as negotiated.

The Term of this Agreement shall be for an initial period of one (1) year from the date of execution by both the City and the Consultant. Thereafter, the term may be extended for an additional four one (1) year renewals upon the written consent of both the City and the Consultant.

### ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Consultant will continue to provide services as specified in Exhibit A for the term of this Contract.

B. Price Formula. City agrees to pay Consultant as negotiated on a Task Order or Work Authorization basis. Each task order or work authorization shall specifically identify the scope of the work to be performed and the fees for said services.

C. Fee Determination. Each individual Task Order or Work Authorization may be negotiated for fees to be earned by Time and Materials with a Not to Exceed Amount, Lump Sum, or a combination of both methods for subtasks contained therein. The total amount to be paid by the City under a Task Order or Work Authorization shall not exceed specified amounts for all services and materials including "out of pocket" expenses as specified in Paragraph E below and also including any approved subcontracts unless otherwise agreed in writing by both parties. The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed amounts included in each Work Authorization or Task Order. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

#### ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

## ARTICLE 5 - TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 6 - PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 7 – SUBCONTRACTING**

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

#### **ARTICLE 8 – FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

#### **ARTICLE 9 – AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City as are normally approved.

#### **ARTICLE 10 - INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

**CERTIFICATE OF INSURANCE**, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse

during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

## ARTICLE 11 - INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars (\$25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

#### **ARTICLE 12 – SUCCESSORS AND ASSIGNS**

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

#### **ARTICLE 13 – REMEDIES**

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 – CONFLICT OF INTEREST**

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

#### **ARTICLE 15 – EXCUSABLE DELAYS**

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

#### **ARTICLE 20 – NONDISCRIMINATION**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

#### **ARTICLE 21 – INTERPRETATION**

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

#### **ARTICLE 22 – AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

#### **ARTICLE 23 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## ARTICLE 25 -- MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## ARTICLE 26 -- NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

### FOR CITY:

City Manager  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061

### FOR CONSULTANT:

Rene L. Mathews, PE, President  
Mathews Consulting, Inc.  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, Florida 33401

## ARTICLE 27 -- OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Cristine Wodka

By: [Signature]  
LAMAR FISHER, MAYOR

Shelby R. Bullen

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of November, 2010 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Mitzi A. Scott  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

**"CONSULTANT"**

Mathews Consulting, Inc.

Witnesses:

*Rebecca Travis*  
Signature

Rebecca Travis  
Name Typed, Printed or Stamped

By: *Rene L. Mathews*  
Signature

Rene L. Mathews, P.E.  
Name Typed, Printed or Stamped

Title: President

Address: 477 S. Rosemary Ave. Suite 330  
West Palm Beach, FL 33401

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of October, 2010 by RENE L. MATHIEWS, on behalf of MATHIEWS CONSULTING. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

*Nancy Armstrong*  
NOTARY PUBLIC, STATE OF FLORIDA

Nancy Armstrong  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number \_\_\_\_\_





Exhibit A  
Scope of Services

City of Pompano Beach RLI H-49-10  
Continuing Contract for Civil Engineering Services for  
Various City Projects

---

The types of projects to be undertaken may include, but are not limited to:

- Water or Reuse Main Construction projects.
- Gravity Sewer Main Construction projects.
- Force Main Construction projects.
- Lift Station Rehabilitation projects.
- Roadway, Streetscape or Parking Lot Construction/Re-Construction projects.
- Storm Water/Drainage Improvement projects.
- Parks and Recreational Facilities.
- Seawall Construction/Repair.
- Consultation for Emergency Water/Wastewater/Stormwater Repairs.
- Inspection Services for Emergency Water/Wastewater/Stormwater Repairs.
- Geographic Information Systems (GIS) data collection and analyses.

The scope of services may include, but is not limited to, the following:

- Prepare preliminary design reports and/or design alternative recommendations. This may include various types of utility modeling, surveying and field data analysis.
- Prepare all required bidding/construction documents for projects. This may include the preparation of surveys, design plans and construction documents, technical specifications, and cost estimates. Attendance at required pre-design, design, bidding and bid award meeting may also be required.
- Attend pre-bid conference, prepare possible bid addenda for contract document revisions. Assist in making bid award recommendations for contracting/construction services.
- Prepare all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. Federal, State, County and City).
- Provide construction engineering/management/administration services for projects. Services during construction may include shop drawing/contractor submittal reviews and approvals, inspection and approval of project improvements, certification of projects for various permitting entities, possible field revisions, and review and approval of contractor pay applications.
- Provide project close-out services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.



Exhibit B  
2010 Billable Rate Schedule

<i>Classification</i>	<i>Hourly Rate</i>
Principal Engineer	\$144/hr - \$155/hr
Senior Engineer – Level II	\$132/hr - \$144/hr
Engineer – Level I	\$108/hr - \$125/hr
Senior Construction Inspector (RPR)	\$98/hr - \$110/hr
Construction Inspector	\$80/hr - \$95/hr
Sr. Engineering Technician	\$95/hr - \$105/hr
CADD Designer	\$85/hr - \$95/hr
Technician	\$50/hr - \$60/hr
Clerical	\$55/hr - \$65/hr

- ◆ Reimbursable Expenses – billed at direct costs
- ◆ Subconsultant Costs – billed with 10% markup

Prepared by: \_\_\_\_\_

Rene L. Mathews, President



# CERTIFICATE OF LIABILITY INSURANCE

OP ID BR

DATE (MM/DD/YYYY)  
10/22/10

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 AWARD, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES 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 this 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 favor of such endorsement(s).

### PRODUCER

ACORD/BAHARR  
701 Marlock St., Ste. 1100  
St. Louis MO 63101  
Phone: 800-338-1391 Fax: 888-621-3173

### INSURED

Highway Consulting, Inc  
477 S. Rosemary Avenue #330  
West Palm Beach FL 33401

INSURER	INSURANCE COVERAGE	NAIC #
INSURER A:	Barford Insurance Company	22357
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

### COVERAGES

#### CERTIFICATE NUMBER:

#### VERSION NUMBER:

THIS IS TO CERTIFY THAT THE POLICES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY RESERVATION, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PARTIAL, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	ISSUE DATE	EXPIRES DATE	LIMITS
<b>A</b> GENERAL LIABILITY CLASS-MADE <input checked="" type="checkbox"/> OCCUR	845BQGLB7335	11/01/10	11/01/11	EACH OCCURRENCE TOTAL AGGREGATE (Per occurrence) MED EXP (Per one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$1,000,000 \$1,000,000 \$10,000 \$1,000,000 \$2,000,000 \$
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PER PERIOD <input type="checkbox"/> LOC				
<b>A</b> AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	845BQGLB7335	11/01/10	11/01/11	\$1,000,000
<b>A</b> UM/BI/LLI/ULI EXCESS UMB CLASS-MADE	845BQGLB7335	11/01/10	11/01/11	EACH OCCURRENCE AGGREGATE \$1,000,000 \$1,000,000 \$
<input checked="" type="checkbox"/> DESTRUCTIBLE				\$
<b>A</b> RETENTION \$ 10,000	845BQGLB7335	11/01/10	11/01/11	\$
<b>A</b> NON-OWNED COMPLETION AND SERVICE LIABILITY AND PROFESSIONAL LIABILITY AND PROFESSIONAL/RETIREMENT ADVISORY INJURY EXCLUDED <input type="checkbox"/> V/A <input type="checkbox"/> N/A				WC STAFF/ TONY LIMITS EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT \$100,000 \$100,000 \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Schedule Specimen, if more space is required) The General Contracting Contractor for: NY E-65-10 and NY E-51-10 - City of Pompano Beach is included as additional insured for above coverages except MC as required by written contract.				

### CERTIFICATE HOLDER

CITY OF

City of Pompano Beach  
Attn: City Manager  
P.O. Drawer 1300  
Pompano Beach FL 33061

### CANCELLATION

NOTICE THAT OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

### AUTHORIZED REPRESENTATIVE

*Signature*  
CITY OF POMPAÑO BEACH

ACORD 25 (2009/09)

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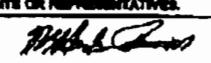
All rights reserved.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (mm/dd/yyyy) 10/22/2010
PRODUCER (305)822-7800 FAX 305-827-0585 Collinsworth, Alter, Fowler, Dowling & French P. O. Box 9315 Miami Lakes, FL 33014-9315 Zoraida Gonzalez Ext 159 zgonzalez@cafd.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Mathews Consulting, Inc. 477 S. Rosemary Ave. Suite #330 West Palm Beach, FL 33401	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Colony Specialty Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**  
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yyyy)	POLICY EXPIRATION DATE (mm/dd/yyyy)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>Other Professional/Pollution Liability Claims-Made Form</b>	IAE118990	05/01/2010	05/01/2011	\$3,000,000 Each Claim \$3,000,000 Annual Aggregate \$25,000 Deductible Each Claim
RETRODATE: 05/01/2004				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: General Engineering Contracts for: RLI H-49-10 and RLI H-51-10

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Pompano Beach Attn: City Manager PO Drawer 1300 Pompano Beach, FL 33061	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Heade Collinsworth/ZO 

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SL

DATE (MM/DD/YYYY)

08/12/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101	800-338-1391	CONTACT NAME:	
	888-621-3173	PHONE (A/C, No., Ext.):	FAX (A/C, No.):
		ADDRESS:	
		PRODUCER CUSTOMER ID #:	MATHE-1
		INSURER(S) AFFORDING COVERAGE	
INSURED Mathews Consulting, Inc. 477 S. Rosemary Avenue #330 West Palm Beach, FL 33401		INSURER A:	Hartford Insurance Company
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		84SBGLB7335	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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		84UEGLL7958	11/01/13	11/01/14	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 DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		84SBGLB7335	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
A	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 N/A	84WBGJ0270	11/01/13	11/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: General Engineering Contracts for: RLI H-49-10 and RLI H-51-10 - City of Pompano Beach is included as additional insured for above coverages except WC as required by written contract.

CERTIFICATE HOLDER		CANCELLATION
CITY OF APPROVED RISK MANAGEMENT ON: 7/10/14 BY: JTM		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Pompano Beach Attn: City Manager P.O. Drawer 1300 Pompano Beach, FL 33061		AUTHORIZED REPRESENTATIVE Jeff Conolly

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ACORD 25 (2009/09)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/1/2014

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).

<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (305) 822-7800      FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Mathews Consulting, Inc. 477 South Rosemary Ave. Suite 330 West Palm Beach, FL 33401	<b>INSURER A:</b> Wesco Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ.JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 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 DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liabll		ARA111993800	5/1/2014	5/1/2015	Each Claim	3,000,000
A	Professional Liabll		ARA111993800	5/1/2014	5/1/2015	Annual Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Professional Liability Retroactive Date 01/01/1998; Professional Liability Deductible \$25,000 Each Claim

RE: General Engineering Contracts for: RLJ H-49-10 and RLI H-51-10

APPROVED  
RISK MANAGEMENT  
ON: 10/08/14  
BY: JFM

<b>CERTIFICATE HOLDER</b> City of Pompano Beach Attn: City Manager PO Drawer 1300 Pompano Beach, FL 33061	<b>CANCELLATION</b> 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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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
09/28/2014

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.

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<b>PRODUCER</b> ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101	<b>CONTACT NAME:</b> PHONE (AG. No. Ext): 800-338-1391	FAX (AG. No.): 888-621-3173
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Mathews Consulting, Inc. 477 S. Rosemary Ave #330 West Palm Beach, FL 33401	<b>INSURER A:</b> Hartford Insurance Company <b>NAIC #</b> 22367	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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.

INSTR LTR	TYPE OF INSURANCE	ADDL WORK (RAD) (WOOD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		849BGLB7335 PROFESSIONAL LIAB EXCL	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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		84UEGLL7958	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 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		849BGLB7335	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	84WBGGJ0270	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: General Engineering Contracts for: RLI H-49-10 and RLI H-51-10 - City of Pompano Beach is included as additional insured for above coverages except WC as required by written contract.

APPROVED  
RISK MANAGEMENT  
ON: 11/5/14  
BY: JMC

<b>CERTIFICATE HOLDER</b>  City of Pompano Beach Attn: City Manager P.O. Drawer 1300 Pompano Beach, FL 33081	<b>CANCELLATION</b>  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 
---	--

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 WORK AUTHORIZATION NO 10 IN THE AMOUNT OF \$198,389.00 FOR ESQUIRE LAKE NEIGHBORHOOD STORMWATER IMPROVEMENTS. PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This work authorization will provide the final construction documents for the Esquire Lakes neighborhood Stormwater Improvement Project #14 252. The Esquire Lakes neighborhood ranked number 5 in the Stormwater Master Plan. Mathews Consulting recently completed the preliminary design report refining the recommendations of the master plan and recommending a preferred design. (\$198,389.00)



Accomplishing this item supports achieving initiative "1.6 Improve Stormwater disposal and treatment process" identified in the City's: Great Places Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff, Stormwater Master Plan
- (2) Primary staff contact: Robert McCaughan/ Alessandra Delfico PE Ext 4507/ 4144
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP Project #14-252 Account No 425-7530-538.65-03, \$198,389.00

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>3-13-15</u>	APPROVE	<u>Alessandra Delfico</u>
Public Works	<u>3/13/15</u>	APPROVE	<u>Robert McCaughan</u>
City Attorney	<u>3/14/15</u>	APPROVE	<u>Robert McCaughan</u>
Finance	<u>3/16/15</u>	APPROVE	<u>S. Subble</u>
Budget	<u>3/17/15</u>	APPROVE	<u>Cheryl A. Koral</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 #2015-702**

March 12, 2015

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

**FROM:** Gordon B. Linn, City Attorney

**RE:** Resolution and Extension Agreement – Mathews Consulting, Inc.

Pursuant to your memorandum dated March 10, 2015, Engineering Department Memorandum No. 15-94, attached please find 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 WORK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$198,389.00 FOR ESQUIRE LAKE NEIGHBORHOOD STORMWATER IMPROVEMENTS, PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

In addition, 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 AN EXTENSION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CONTINUING CONTRACT FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

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

  
GORDON B. LINN

**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 WORK AUTHORIZATION NO. 10 IN THE AMOUNT OF \$198,389.00 FOR ESQUIRE LAKE NEIGHBORHOOD STORMWATER IMPROVEMENTS, PURSUANT TO THE CONTINUING CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND MATHEWS CONSULTING, INC. FOR CIVIL ENGINEERING SERVICES FOR VARIOUS CITY PROJECTS; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Work Authorization between the City of Pompano Beach and Mathews Consulting, Inc. for Esquire Lake Neighborhood Stormwater Improvements, a copy of which Work Authorization 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 Work Authorization between the City of Pompano Beach and Mathews Consulting, 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**

The services rendered pursuant to this Work Authorization No. WA-10 are in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Mathews Consulting, Inc. originally dated November 29, 2010 and approved by City Resolution No. 2011-64, with fourth Amendment for additional one year extension on November 10, 2014.

## Work Authorization No. 10 – Esquire Lake Neighborhood Stormwater Improvements

### A. Background

The City of Pompano Beach (CITY) previously selected Mathews Consulting (CONSULTANT) to prepare a Drainage Preliminary Design Report for the Esquire Lake Neighborhood under Work Authorization No. WA-05. The Drainage Preliminary Design Report provided the recommended improvements to the Esquire Lake Neighborhood in order to address roadway flooding and standing water issues after rainfall events in the neighborhood. The Esquire Lake Neighborhood project limits is bounded on the east by Powerline Road, on the west by NW 27<sup>th</sup> Avenue, on the south by NW 6<sup>th</sup> Street and the north by Martin Luther King Boulevard.

As discussed in the Drainage Preliminary Design Report, Alternative 3B was our recommended drainage alternative since it provides the most overall benefit in terms of roadway flooding. Refer to **Figure 6-1** (attached) that shows the recommended drainage facilities along w/ roadside swales for Alternative 3B.

The CITY also requested that the existing 36-inch exfiltration trench, manholes and inlets along NW 6<sup>th</sup> Court be replaced with a new 42-inch exfiltration trench, manholes and inlets. Refer to **Figure 2** (attached) that shows this drainage work for NW 6<sup>th</sup> Court.

### B. Scope of Services

The CONSULTANT will provide professional engineering services to the CITY for the installation of new Drainage System within the project area. The Engineering Services of CONSULTANT shall include the following tasks:

- Task 1 – Project Management
- Task 2 – Data Collection
- Task 3 – Design
- Task 4 – Permitting
- Task 5 – Public Outreach
- Task 6 – Bidding
- Task 7 – Construction Administration

The specific scope of services to be provided by CONSULTANT in this Work Authorization includes the following:

#### Task 1 – Project Management

##### Subtask 1.1 Overall Project Management

CONSULTANT shall provide overall project management during the Design Phase which includes monitoring progress of work on a weekly basis for billing and compliance with established schedule, budget and work

quality requirements, and coordination with CITY and team subconsultant(s) to ensure timely project deliverables and budget management.

### **Subtask 1.2 Design Workshop Meetings**

CONSULTANT shall attend one (1) kick-off meeting and three (3) design workshop meetings with the CITY and provide a written summary of the issues discussed.

## **Task 2 - Data Collection**

### **Subtask 2.1 Topographical Survey**

CONSULTANT shall furnish the services of a professional surveyor to provide additional survey services for areas that were not included in WA-5, consisting of field topography and horizontal locations referenced by baseline stationing. This control will be referenced using the 1983 NAVD/2007 NSR datum. All existing facilities and utilities within the full right-of-way of the design limits will be referenced by baseline station with an offset distance (left or right) from the baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. All topographical surveys shall have stationing established from south to north and west to east where applicable. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
  - a. Location of all visible fixed improvements within the right-of-way (including 10-feet back on each side of the right-of-way) of the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, railway tracks, canals, bridges, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency.
  - b. Location of all known above and below ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Reclaimed Water (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures.  
  
This will include coordination with Sunshine and City of Pompano Beach.
  - c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines (per property tax information provided by City), block numbers and dedicated easements.
  - d. Elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades and shoulder grades, low points and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks.
  - e. The survey shall include topography of the complete intersection, 50 feet beyond radius returns, at the intersection end of each street.
  - f. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.

2. CONSULTANT shall “ground truth” the survey by walking the site and comparing the completed survey with existing conditions.
3. The above topographical survey data will be prepared in AutoCAD (Version 2013) format at a scale of 1"=20'.

#### **Subtask 2.2 Field Verification (soft digs)**

CONSULTANT shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the project limits. It is estimated that approximately sixty-five (65) utility locations will need to be pot-holed. The cost of providing the professional underground services company will be treated as a utility allowance with an authorized upper limit (\$19,500).

#### **Subtask 2.4 Field Verification (utility targeting)**

CONSULTANT shall furnish the services of a professional underground services company to provide subsurface utility targeting in the project area. The work shall consist of conducting a thorough electronic search for buried utility systems. The investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. Field sheets will be generated that show the location, trend and configuration of utilities detected. The field sheets shall be provided to the Surveyor. The cost of providing the professional underground services company will be treated as a utility allowance with an authorized upper limit (\$7,000).

### **Task 3 - Design Services**

#### **Subtask 3.1 Utility Coordination**

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

#### **Subtask 3.2 Design Drawings**

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for pipeline plan and 1-inch equals 2 feet for pipeline profile. CONSULTANT shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2013 format and the layering system for design elements shall be CONSULTANT's standard. Drawings shall be submitted for CITY review at 50% (plan view only), 75% (plan/profile) and 100% (plan/profile) stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents. CONSULTANT shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2013 files in electronic format on CD.

#### **Subtask 3.3 Technical Specifications**

Specifications are to be prepared by CONSULTANT for bidding purposes for the drainage system. The Front-End Contract Documents are to be prepared by the CITY. Specifications shall be submitted for CITY review at

50%, 75% and 100% stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents.

#### **Subtask 3.4 Construction Cost Opinion**

An opinion of probable construction cost will be prepared for the 50%, 75% and 100% drawings and specifications. The cost estimate format will be consistent with the bid proposal tabulation sheet for the project. The cost opinion will be provided to the CITY during the 50%, 75% and 100% design reviews.

#### **Subtask 3.5 Quality Assurance**

CONSULTANT shall provide internal QA/QC reviews on the 50%, 75% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

### **Task 4 - Permitting**

During the Design Phase the CONSULTANT shall meet with the potential permitting and other interested agencies to determine all potential design permitting requirements. Agencies anticipated to have interest in the project include:

- South Florida Water Management District (Water Use Application for Dewatering).
- Broward County Environmental Licensing & Building Permitting Division (Surface Water Management License Application).
- Broward County Environmental Licensing & Building Permitting Division (Environmental Resource Permit Application).

Permit applications shall be completed for each of the permitting agencies. Associated permit application fees shall be determined by CONSULTANT and paid by CITY.

In addition to preparing the permit applications for appropriate agencies, CONSULTANT shall assist CITY in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each regulatory agency.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

#### **Subtask 4.1 Dewatering Permit (SFWMD)**

CONSULTANT shall prepare and submit "Water Use Permit Application" for dewatering to South Florida Water Management District (SFWMD).

#### **Subtask 4.2 Surface Water Management License (Broward County)**

CONSULTANT shall prepare and submit "Surface Water Management License Application" to Broward County Environmental Licensing & Building Permitting Division.

**Subtask 4.3 Environmental Resource Permit (Broward County)**

CONSULTANT shall prepare and submit "Environmental Resource Permit Application" to Broward County Environmental Licensing & Building Permitting Division.

**Task 5 – Public Outreach****Subtask 5.1 Resident Meetings**

CONSULTANT shall attend up to two (2) meetings prior to construction with the homeowners in the project area. The meetings shall be coordinated by the CITY and one of the meetings shall also be attended by the Contractor. This will also include assistance with the development of presentation materials for the public meeting for the affected residents.

**Task 6 - Bid Phase Services****Subtask 6.1 Prepare Bid Documents**

Prepare Contract Document packages (i.e. drawings and specification) for CITY advertisement and bidding purposes. Drawings to be full size (22" x 34") format. CONSULTANT shall also provide the CITY with a copy of Contract Documents in pdf format.

**Subtask 6.2 Pre-Bid Conference**

CONSULTANT shall prepare agenda and conduct pre-bid conference with interested contractors and CITY staff. CONSULTANT shall prepare and distribute meeting minutes.

**Subtask 6.3 Bid Clarification**

Respond to questions from prospective bidders and suppliers. CONSULTANT shall issue addenda and shall provide supplemental information or clarification as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.

**Subtask 6.4 Contract Award**

CONSULTANT shall attend the bid opening, review bid packages received, prepare bid tabulation sheet and recommend award.

**Subtask 6.5 Conformed Contract Documents**

CONSULTANT shall prepare conformed Contract Documents for use by the Contractor and CITY during construction.

## Task 7 - Construction Services

### Subtask 7.1 Preconstruction Conference

CONSULTANT shall attend a preconstruction conference with representatives of CITY, contractors and major subcontractors for the construction contract. CONSULTANT shall prepare, in writing, minutes of conference.

### Subtask 7.2 Submittal Review

CONSULTANT shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for general conformance with the design intent and compliance with the construction contract documents. Review of up to 40 submittals (which includes submittals and re-submittals, if required) is included in the budget for this subtask. Consultant will submit reviewed shop drawings/submittals to CITY for their records.

### Subtask 7.3 Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the 10-month construction period. A total of twelve (12) RFI responses have been included in this task. CONSULTANT shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days.

### Subtask 7.4 Progress Meetings

CONSULTANT shall attend up to five (5) monthly construction progress meetings to be held at an acceptable location. The CITY's project construction manager shall provide a written summary of the issues discussed.

### Subtask 7.5 Certification of Construction Completion

CONSULTANT shall certify to Broward County and SFWMD based on the visible project features, CITY's full-time inspections, and review of the testing reports, that the project was constructed in accordance with the plans and specifications submitted in the permit applications. NOTE: in order to provide these certifications, the CONSULTANT will need to perform periodic inspections of the work included in the permits. This inspection work will be submitted as a separate Work Authorization after the contractor has been selected for the project.

## C. Assumptions

In addition to, the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. The scope and budget are based on the design, permitting and bidding of a storm water system only. If additional underground utilities are added to the project, an Amendment to this Work Authorization will be executed for this work.
2. CITY will provide CONSULTANT available record drawings of existing facilities and proposed facilities within the project area prior to the NTP date.
3. CALTROP personnel will assist in field verification of affected existing CITY utilities. **This includes painting the locations of water mains & services, raw water mains, sanitary sewers and laterals, reuse pipes and force mains in the field for the surveyor in a timely manner.**

4. The CITY will provide CONSULTANT an electronic version of "front end" contract documents in MICROSOFT "WORD" version format.
5. Surveying and legal work necessary to prepare document for and to secure easements (temporary for construction and/or permanent) required for installation of the piping and improvements is the responsibility of the CITY.
6. The CITY is responsible for all permitting fees, including costs of public notification in local newspapers.
7. The CITY will provide CONSULTANT an electronic version of latest CITY standard details in AUTOCAD Version 2013 format.
8. A single bidding effort is assumed for the project. Re-bidding of the project is considered an Additional Services item.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.
10. CONSULTANT assumes that there are no contaminated soils or groundwater in or around the project area.
11. During construction, CITY Staff will be onsite daily and will be the Contractor's primary point of contact. CITY will provide CONSULTANT with daily inspection reports and digital project photos.
12. Inspection Services are not included in this Work Authorization. They will be submitted as a separate WA after the Contractor has been selected for the project.
13. Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawing files. Two sets of signed and sealed RECORD drawings by Florida Registered Surveyor will then be submitted by the Contractor to the CITY. One set of RECORD drawings for each permit certification (total of 3) will be provided to CONSULTANT for submittal to the permitting agencies.

#### **D. Additional Services**

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, utility locates, reuse water improvements to the project area that are not covered under this Work Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

A detailed description of the work to be undertaken.

A budget establishing the amount of the fee to be paid in accordance with the Agreement.

A time established for completion of the work.

#### **E. Obligations of the CITY**

1. The CITY shall provide the CONSULTANT in a timely manner, record data and information related to the reuse system, sewer system, water distribution system, raw water system, stormwater system and streets within the project as necessary for the performance of services specified herein. This includes painting the locations of the water mains and services, raw water mains, sanitary sewers and laterals, force mains, reuse mains and stormwater facilities in the field for the surveyor within 5 calendar days of Notice-to-Proceed.

2. With assistance by CONSULTANT, as described herein, the CITY, as applicant shall obtain approvals and permits from all governmental authorities having jurisdiction over the project. The CITY is responsible for the payment of all permit application fees.

## F. Compensation

Compensation by the CITY to the CONSULTANT for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Mathews Consulting, Inc., dated November 29, 2010 and approved by City Resolution #2011-64. The estimated compensation for the services described in this Work Authorization is **\$197,592.00** as shown in **Table 1** below and further detailed in **Attachment A**.

**TABLE 1: LABOR AND EXPENSE SUMMARY.**

<u>Engineering Services</u>	<u>Estimated Fees</u>
Task 1 – Project Management	\$ 9,886.00
Task 2 – Data Collection	\$ 62,873.00
Task 3 – Design Services	\$ 83,710.00
Task 4 – Permitting	\$ 10,827.00
Task 5 – Public Outreach	\$ 3,244.00
Task 6 – Bidding	\$ 4,662.00
Task 7 – Construction Administration	\$ 21,187.00
Reimbursables (NTE)	\$ 2,000.00
<b>TOTAL PROJECT COST</b>	<b>\$ 198,389.00</b>

## G. Schedule

The completion dates for this work will be as follows (starting at time that CONSULTANT receives the hardcopy of the executed Contract). Refer to **Attachment B**.

<b>Engineering Services</b>	<b>Time per Phase</b>	<b>Cumulative Time</b>
Task 1 – Project Management	On-going	On-going
Task 2 – Data Collection	14 weeks	14 weeks
Task 3 – Design	16 weeks <sup>(1)</sup>	24 weeks
Task 4 – Permitting	8 weeks	28 weeks
Task 5 – Public Outreach	As required	As required
Task 6 – Bidding	8 weeks	36 weeks
Task 7 – Construction Administration	40 weeks	46 weeks

<sup>(1)</sup> Estimated, based upon usual regulatory agency review period.

## H. Deliverables

TASKS	DELIVERABLES	QUANTITY
3 Design	50% Drawings & Specs 75% Drawings & Specs 100% Drawings & Specs Cost Estimate @ 50%, 75% and 100%	4 – Sets (22" x 34") 4 – Sets (22" x 34") 4 – Sets (22" x 34") 4 – Sets (22" x 34")
4 Permitting	Permit Application Package(s)	4 – Sets Each Permit
6 Bidding	Bid Sets	2 – Sets (22" x 34") & pdf
6 Conformed Documents	City Sets Contractor Construction Sets	4 – Sets (22" x 34") & pdf 5 – Sets (22" x 34")

**"CITY":**

**CITY OF POMPANO BEACH**

Witnesses:

\_\_\_\_\_

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 instruments were 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 SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Witnesses:

[Signature]

[Signature]

**CONSULTANT":**

**MATHEWS CONSULTING, INC.**

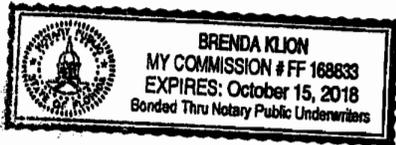
By:

[Signature]  
Rene L. Mathews, P.E., President  
477 S. Rosemary Avenue, Suite 330  
West Palm Beach, FL 33401

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instruments were acknowledged before me this 10<sup>th</sup> day of March 2015, by **RENE MATHEWS** as President of Mathews Consulting, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.

Notary's Seal:



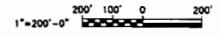
[Signature]  
Notary Public, State of Florida

[Signature]  
(Name of Acknowledger Typed, Printed or Stamped)

FF 168633  
Commission Number

Acad Version: R18.0.0 (1445 User)  
 User Name: jafferson

Date/Time: REC: 04 Mar 2015 - 4:37pm  
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 Plot Name: 1107-00000 - City of Pompano Beach - Esquire Lake Drainage\1107-00000.dwg  
 Plot Device: Design Center



NORTH

LEGEND	
■	PROPOSED INLET
●	PROPOSED MANHOLE
---	PROPOSED CATCHMENT TRENCH
—	PROPOSED PIPING
...	PROPOSED STORM AREA
■	EXISTING INLET
●	EXISTING MANHOLE
---	EXISTING STORM PIPE
—	STUDY AREA BOUNDARY
—	SUB-BASINS

FIGURE 6-1

NO.	DATE	ISSUED FOR	APRVD BY

DESIGNED: M.R.T.  
 DRAWN: J.A.J.  
 CHECKED: D.L.M./A.C.  
 APPROVED: D.L.M.



477 E. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401  
 Phone: 561-835-6173 • Fax: 561-835-6179  
[www.mathewsconsulting.com](http://www.mathewsconsulting.com) EB-0007626

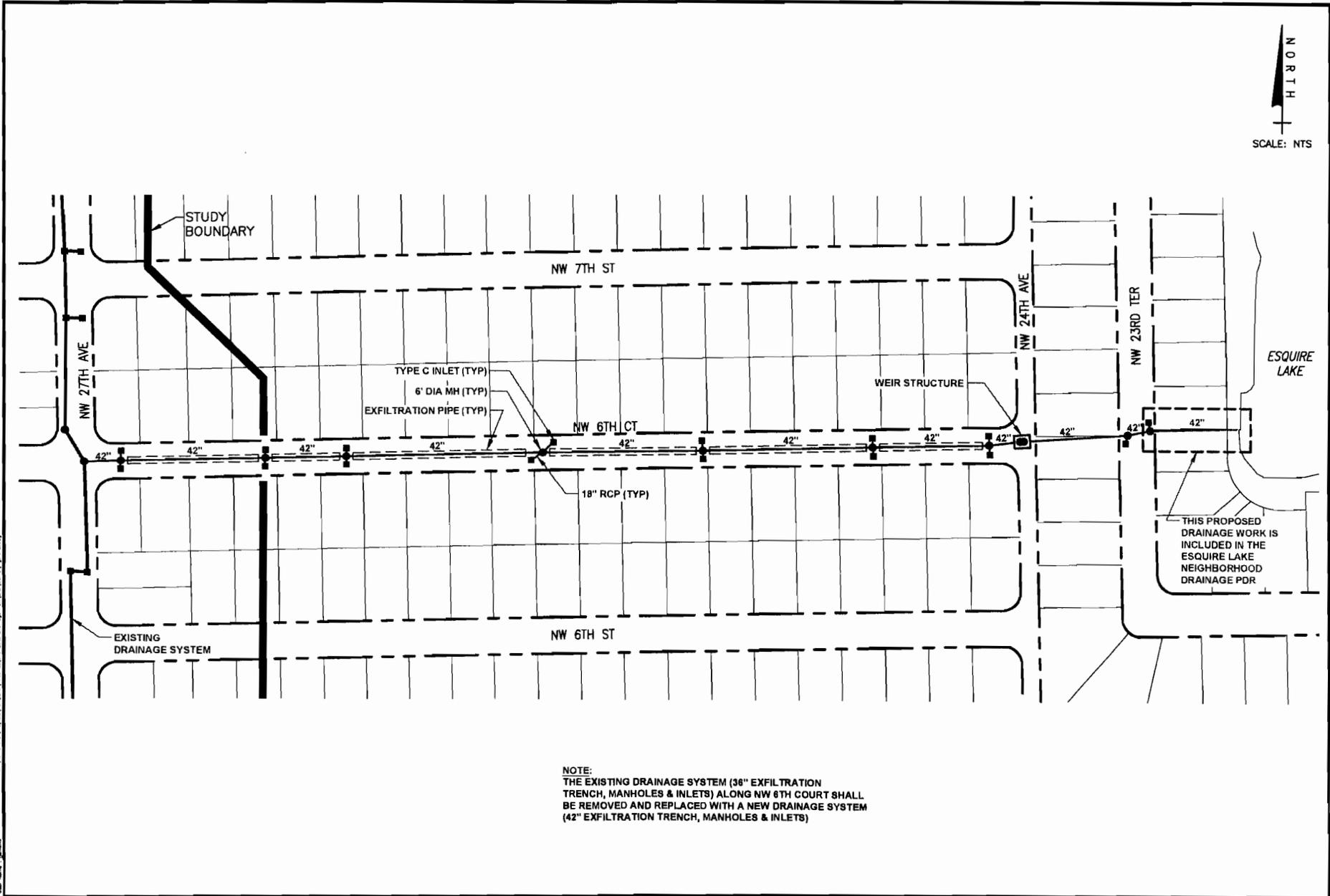
VERIFY SCALE  
 1"  
 BAR IS ONE INCH ON FULL SIZE (22x34) ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

ENGINEER NO.: 1763  
 CLIENT \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_  
 CAD REF.: Prd1m  
Design Mod.

CITY OF POMPAÑO BEACH  
 ESQUIRE LAKE DRAINAGE PDR  
 PRELIMINARY DESIGN LAYOUT  
 ALTERNATIVE 3B

DATE: DEC. 2014  
 SHEET: 1 of 1  
 DRAWING: \_\_\_\_\_

Asst Version : 2/16/24 (M&T) Date : 04 Mar 2024 10:52:00  
Project Name : City of Pompano Beach, Florida  
Project Location : 1300 NW 6th St, Pompano Beach, FL 33062



SCALE: NTS

MATHEWS CONSULTING CIVIL ENGINEERS  
471 S. Pompano Beach Blvd., Suite 200, Pompano Beach, FL 33062  
Phone: (954) 781-1111  
Fax: (954) 781-1112

CITY OF POMPAÑO BEACH  
ESQUIRE LAKE NEIGHBORHOOD  
REPLACEMENT OF EXISTING DRAINAGE  
ALONG NW 6TH COURT



**Attachment A**  
**City of Pompano Beach**  
*Esquire Lake Neighborhood Stormwater Improvements*

**Engineering Fee Proposal**

Task No.	Task Description	Labor Classification and Hourly Rates							Total Labor	Sub-Consultant Services
		Principal Engineer \$152.34	Senior Project Engineer \$139.73	Engineer I \$114.52	Senior Eng. Tech. \$102.96	Senior Inspector \$105.06	Clerical \$62.53			
<b>1</b>	<b>Project Management</b>									
1.1	Overall PM	40						\$6,094		
1.2	Design Workshop Meetings	15	9				4	\$3,793		
	<b>Subtotal Task 1</b>	<b>55</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$9,886</b>	<b>\$0</b>	
<b>2</b>	<b>Data Collection</b>									
2.1	Topographical Survey	1		4	4			\$1,022	\$26,500	
2.2	Field Verification (soft-digs)	2		5	15			\$2,422	\$19,500	
2.3	Field Verification (utility targeting)	2			8			\$1,128	\$7,000	
	<b>Subtotal Task 2</b>	<b>5</b>	<b>0</b>	<b>9</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>\$4,572</b>	<b>\$53,000</b>	
<b>3</b>	<b>Design Services</b>									
3.1	Utility Coordination	2		5	8			\$1,701		
3.2a	50% Design Drawings	15	40	80	100			\$27,332		
3.2b	75% Design Drawings	15	40	80	100			\$27,332		
3.2c	100% Design Drawings	10	20	40	60			\$15,076		
3.3	Technical Specifications (50%, 75% & 100%)	30					25	\$6,133		
3.4	Construction Cost Opinion (50%, 75% & 100%)	3	25					\$3,950		
3.5	Quality Assurance	4				15		\$2,185		
	<b>Subtotal Task 3</b>	<b>79</b>	<b>125</b>	<b>205</b>	<b>268</b>	<b>15</b>	<b>25</b>	<b>\$83,710</b>	<b>\$0</b>	
<b>4</b>	<b>Permitting</b>									
4.1	SFWMD Water Use Permit (dewatering)	4	15	5	2		2	\$3,609		
4.2	Broward County Surface Water Mgmt License	4	15		2		2	\$3,036		
4.3	Environmental Resource Permit	4	15	10	2		2	\$4,181		
	<b>Subtotal Task 4</b>	<b>12</b>	<b>45</b>	<b>15</b>	<b>6</b>	<b>0</b>	<b>6</b>	<b>\$10,827</b>	<b>\$0</b>	
<b>5</b>	<b>Public Outreach</b>									
5.1	Resident Meetings (total of 2)	12		6	3	4		\$3,244		
	<b>Subtotal Task 5</b>	<b>12</b>	<b>0</b>	<b>6</b>	<b>3</b>	<b>4</b>	<b>0</b>	<b>\$3,244</b>	<b>\$0</b>	
<b>6</b>	<b>Bidding</b>									
6.1	Prepare Bid Documents	3			3		3	\$953		
6.2	Pre-Bid Conference	5					1	\$824		
6.3	Bid Clarification	2		1	2		2	\$750		
6.4	Contract Award	3				4	2	\$1,002		
6.5	Conformed Contract Documents	2			5		5	\$1,132		
	<b>Subtotal Task 6</b>	<b>15</b>	<b>0</b>	<b>1</b>	<b>10</b>	<b>4</b>	<b>13</b>	<b>\$4,662</b>	<b>\$0</b>	
<b>7</b>	<b>Construction Administration</b>									
7.1	Preconstruction Conference	8					2	\$1,344		
7.2	Submittal Review	10		25		40		\$8,589		
7.3	Construction Clarifications	20				5		\$3,572		
7.4	Progress Meetings (total of 5)	20						\$3,047		
7.5	Certify Stormwater Permits to Agencies	25			5		5	\$4,636		
	<b>Subtotal Task 7</b>	<b>83</b>	<b>0</b>	<b>25</b>	<b>5</b>	<b>45</b>	<b>7</b>	<b>\$21,187</b>	<b>\$0</b>	
	Labor Subtotal Hours	261	179	261	319	68	55			
	Labor Subtotal Costs	\$39,761	\$25,012	\$29,890	\$32,844	\$7,144	\$3,439	\$138,090	\$53,000	
	<b>Labor Total Costs</b>	<b>\$138,090</b>								
	Subconsultant Costs Total	\$53,000								
	Subconsultant Multiplier	1.1								
	<b>Subconsultant Total</b>	<b>\$58,300</b>								
	Reimbursable Expenses	\$2,000								
	<b>Project Total</b>	<b>\$198,389</b>								

**Esquire Lake Neighborhood Stormwater Improvements - Project Schedule**

Project	2015									2016										
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
NTP (April 1, 2015)	●																			
Survey (45 days)	■	■																		
Utility Coordination (30 days)		■	■																	
Soil Borings (30 days)			■	■																
Soft Digs (30 days)			■	■																
Final Design																				
50% (30 days)		■	■																	
City Review (7 days)			■																	
75% (45 days)			■	■	■															
City Review (7 days)					■															
100% (30 days)					■	■														
City Review (7 days)						■														
Permitting																				
SFWMD Water Use Permit (60 days)					■	■	■													
Environmental Resource Permit (60 days)					■	■	■													
Broward County Surface Water Mgmt. License (60 days)					■	■	■													
Bidding and Award (60 days)								■	■	■										
Construction (10 months)											■	■	■	■	■	■	■	■	■	■



# 17  CITY OF POMPANO BEACH BUDGET ADJUSTMENT

ORIGINATING DEPT. Engineering/BW DATE 3-13-15

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
14-252 <sup>Consulting Design</sup> Esquire Storm	425	75	30	538	105	03	94,779	107,371	100,000		207,731
<sup>Budgetary</sup> Project Fund Balance	425	00	00	392	20	00			100,000		
* USE WHOLE DOLLARS ONLY								TOTAL	200,000		

**REASON**  
 Appropriate funds to CIP 14-252 for WA#10 Matthews Consulting

Robert McCaughy 3/13/15  
 Department Head Date

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

Adjustment approved at City Commission Meeting of \_\_\_\_\_

<u>S. Kibbe</u> 3/16/15 Finance Director Date	Budget Office Date	City Manager Date	AUDITED BY <u>[Signature]</u> 3/16/15	INPUT BY	CONTROL NO.
--	--------------------	-------------------	---------------------------------------	----------	-------------

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution approving and authorizing the proper City officials to execute a license agreement between the City of Pompano Beach and Pompano Piranhas, Inc. to provide voluntary leadership, administrative and coaching services to the Pompano Piranhas Swim Team.

Summary of Purpose and Why:

The agreement between the City and Pompano Piranhas, Inc. allows for the use of the Aquatic Center to provide a year round competitive swimming and lifesaving program for youths through the guidance of USA Swimming, USA Water Polo, United States Lifesaving Association and any other aquatic program. The Licensee will pay the City \$40 for each participant registered to participate in the program. The agreement is for three years with two one-year renewal options provided both parties agree.



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: Three years after execution by both parties.
(4) Fiscal impact and source of funding: n/a

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Rows include Parks & Recreation, City Attorney, Risk Management, and Internal Audit.

X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Rows include 1st Reading and 2nd Reading.



# MEMORANDUM

## Parks, Recreation & Cultural Arts

### Memorandum 15-A061

DATE: March 12, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item – Resolution License Agreement  
Pompano Piranhas, Inc.

Please place the attached resolution on the March 24, City Commission Agenda. The resolution is a license agreement with Pompano Piranhas, Inc. to provide leadership, administrative and coaching services to the Pompano Piranhas Swim Team. The licensee will provide the program at the Aquatic Center and pay the City \$40 per child registered to participate in the program each season. The license agreement is for a period of three years with two one-year renewal options provided both parties agree.

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: Scott Moore, Recreation Manager



**City Attorney's Communication #2015-602**  
February 19, 2015

**TO:** Scott Moore, Recreation Manager

**FROM:** Fawn Powers, Assistant City Attorney

**RE:** Resolution/Agreement with Pompano Piranhas, Inc.

As requested, 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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO PIRANHAS, INC. TO PROVIDE VOLUNTARY LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO THE POMPANO PIRANHAS SWIM TEAM; PROVIDING AN EFFECTIVE DATE.**

---

FAWN POWERS

L:cor/recr/2015-602f  
Attachment

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND POMPANO PIRANHAS, INC. TO PROVIDE VOLUNTARY LEADERSHIP, ADMINISTRATIVE AND COACHING SERVICES TO THE POMPANO PIRANHAS SWIM TEAM; 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 Pompano Piranhas, Inc., to provide voluntary leadership, administrative and coaching services to the Pompano Piranhas Swim Team, 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 Pompano Piranhas, 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**

FP/ds

2/19/15

l:reso/2015-224f

**City of Pompano Beach**

**LICENSE AGREEMENT**

**with**

**Pompano Piranhas, Inc.**

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## **INDEX OF EXHIBITS**

Exhibit 1	Scope of Services
Exhibit 2	Insurance Requirements
Exhibit 3	Release for Background Checks

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation located in Broward County, Florida (hereinafter “CITY”),

and

**POMPANO PIRANHAS, 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 the Pompano Piranhas, a local competitive USA swim team, USA water polo team and Youth Lifesaving Team; 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 CITY-owned and maintained Pompano Beach Aquatic Center (the “Aquatic Center”) to provide leadership, administrative and coaching services to the Pompano Piranhas Swim Team (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 Pompano Piranhas, Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. Pompano Piranhas, 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 Pompano Piranhas, 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 Pompano Piranhas, 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 Pompano Piranhas, 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 U.S.A. swim team 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 Pompano Piranhas Swim Team at the Aquatic Center for a term of three (3) years, commencing \_\_\_\_\_, 2015, and ending \_\_\_\_\_, 2018. 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 Aquatic Center, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, administer and coordinate all aspects of the Pompano Piranhas Swim Team Program at the Aquatic Center, 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 swim team. LICENSEE's provision of all merchandise and services at Aquatic Center, including private and group swimming 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 Aquatic Center regarding its staff or other representatives and timely take appropriate disciplinary action as warranted by the circumstances.

8. LICENSEE shall develop a comprehensive competitive swim lesson program for youth of both sexes ages infant-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 Aquatic Center, LICENSEE is responsible to promptly notify the CITY's Recreation Programs Administrator who has sole and absolute discretion whether to provide additional facilities.

9. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep the Aquatic Center 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 Pompano Piranhas Swim Team leagues, tournaments, socials and member relations at the Aquatic Center.

12. LICENSEE shall give the CITY prompt written notice of any accidents occurring at the Aquatic Center in which damage to property or injury to a person occurs.

## **ARTICLE 5 RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain the Aquatic Center 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 Aquatic Center 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 Aquatic Center due to acts of God or any other circumstance beyond the CITY's control shall not be considered a violation of this paragraph.

C. CITY shall be responsible to promptly conduct the background checks on LICENSEE's coaches providing services under this Agreement.

## **ARTICLE 6 ACCOUNTING, RECORDKEEPING AND BACKGROUND CHECK 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 and time of all Pompano Piranhas Swim Team members utilizing the Aquatic Center which shall at all times be available to CITY personnel.

D. At least one week prior to any coach of LICENSEE providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release (Exhibit 3) on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. No coach of LICENSEE is authorized to provide services under this Agreement until the CITY has provided its written approval of such person(s).

## **ARTICLE 7 CITY'S RIGHT TO AUTHORIZE USE OF THE AQUATIC CENTER**

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the Aquatic Center 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 Aquatic Center.

B. LICENSEE shall be solely responsible for insuring all stock and inventory at the Aquatic Center 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 Aquatic Center 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 Aquatic Center.

## **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 advances 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 it's 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](mailto: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 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
(954) 786-4191 office  
(954) 86-4113 fax

**For LICENSEE:**

Nemia L. Schulte, Vice President  
Pompano Piranhas, Inc.  
201 SE 24<sup>th</sup> Avenue  
Pompano Beach, Florida 33062  
**E-Mail: nemia2000@aol.com**  
**Phone: (954) 849-4631**  
**Fax: (954) 942-0146**

**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.

Nemia L. Schulte 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 Aquatic Center 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 Aquatic Center to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

C. 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.

D. Pursuant to CITY-sponsored programs and at times designated by CITY, LICENSEE shall, at no cost to CITY or participants, provide fifty (50) hours of youth instruction each year of this Agreement.

E. LICENSEE agrees to promote the Program to the citizens of Pompano Beach and that a minimum of 51% of Program participants will be residents of the City of Pompano Beach.

**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 30  
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the Aquatic Center but rather a license granted to LICENSEE by CITY to provide the leadership, administrative and coaching services contemplated herein to the Pompano Piranhas Swim Team, including the sale of attendant goods and services.

**ARTICLE 31  
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**

\_\_\_\_\_  
\_\_\_\_\_

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

**"LICENSEE":**

Witnesses:

Mark A. Beaudreau  
Mark A. Beaudreau  
Scott Moore  
SCOTT MOORE

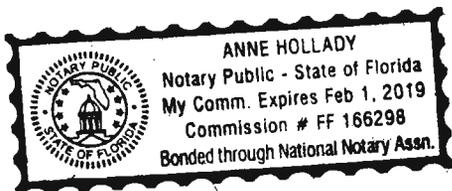
**POMPANO PIRANHAS, INC.**, a Florida non-profit corporation

By: Nemia L. Schulte  
Nemia L. Schulte, Vice-President

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Nemia L. Schulte, Vice-President of Pompano Piranhas, Inc., a Florida non-profit corporation. ~~He~~ <sup>She</sup> is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA  
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)  
FF 166298  
Commission Number

l:agr/recr/2015-571f  
2/23/15

## **Exhibit 1**

### **Scope of Services for License Agreement (“Agreement”) Between**

#### **City of Pompano Beach (“CITY”) and Pompano Piranhas, Inc. (“LICENSEE”)**

- Provide a year round competitive swimming and lifesaving program for youths ages infants to 18 through the guidance of USA Swimming, USA Water Polo, United States Lifesaving Association, and any other aquatic program;
- Plan, administer, coordinate, supervise and staff all aspects of the Piranhas Program, including day to day operations, swim meets, water polo tournaments, lifesaving competitions and member relations;
- Provide a schedule of upcoming practices, swim meets, water polo matches/tournaments, or lifesaving competitions or social gatherings in a timely manner;
- Provide certified USA Swimming Coaches, USA Water Polo Coaches, USLA lifesaving coaches that have been cleared through these organizations’ background checks;
- Maintain an open line of communication with Aquatic Center 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 Aquatic Center.

## PIRANHAS POOL SCHEDULE

### During the School Year (August to May)

#### 50 meter Pool (Swim Team)

- 5:30-7:00 am Monday/Wednesday/Friday LC 6 LANES SC 10 LANES
- 4:00-7:00 pm Monday to Friday LC 6 LANES SC 10 LANES
- 8:00-10:00 am Saturday LC 6 LANES SC 10 LANES
- 2:00-4:00 pm Saturday LC 6 LANES SC 10 LANES

#### 50 meter Pool (Water Polo Program)

- 5:30-7:00 pm Monday to Friday Deep End / Diving well
- 2:00-4:00 pm Saturday Deep End / Diving well

#### 25 meter Pool (Warm Pool)

- 3:30-6:30 pm Monday to Friday 2 LANES 1 WING
- 9:00 am-12:00 pm Saturday 2 LANES 1 WING

### Summer Time (June to August)

#### 50 meter Pool (Swim Team)

- 8:00 am-12:00 pm Monday to Friday LC 6 LANES SC 10 LANES
- 4:00-7:00 pm Monday to Friday LC 6 LANES SC 10 LANES
- 8:00-10:00 am Saturday LC 6 LANES SC 10 LANES
- 2:00-4:00 pm Saturday LC 6 LANES SC 10 LANES

#### 50 meter Pool (Water Polo Program)

- 5:30-7:00 pm Monday to Friday Deep End / Diving well
- 2:00-4:00 pm Saturday Deep End / Diving well

#### 25 meter Pool (Warm Pool)

- 9:00 am-12:00 pm Monday to Friday 2 LANES 1 WING
- 3:30-6:30 pm Monday to Friday 2 LANES 1 WING
- 9:00 am-12:00 pm Saturday 2 LANES 1 WING

**During Long Course Season (April 1<sup>st</sup> through August 31<sup>st</sup>), the CITY shall ensure that at least five (5) times per week, the lane lines shall be long course lanes.**

**The Piranhas are guaranteed a minimum of 10 lanes for short course or 6 lanes for long course, but may use up to 13 lanes for short course or 8 lanes for long course, based upon public usage and demand.**

### **Swim Meets/Water Polo Tournaments/Lifesaving Competitions**

LICENSEE shall have the following:

- No less than four (4) “Sizzler” Swim Meets and four (4) USA Swim Meets to be hosted at the Aquatic Center. The LICENSEE may use up to 12 SC lanes for the Sizzler Meets, and up to 14 SC lanes (or 8 LC lanes) for the USA Swim Meets.
- No less than three (3) water polo matches/tournaments.
- No less than two (2) lifesaving competitions.

In the event that LICENSEE hosts an “International” or “Elite Meet” at the Aquatic Center consisting of at least two days, LICENSEE may elect to compensate the City the sum of \$300.00 for each day of the meet (or \$150.00 for a half-day usage) for the usage fees of the Aquatic Center.

The CITY shall close the Aquatic Center to the public during these events.

The number of swim meets/water polo matches and tournaments, and lifesaving competitions, is subject to change each year due to the schedule provided by the respective organizations of each sport. On or before January 31<sup>st</sup> of each calendar year, LICENSEE shall notify the CITY of the number of swim meets/water polo matches/lifesaving competitions that LICENSEE shall host at the Aquatic Center.

### **Use of Meeting Room in Pompano Beach Civic Center (during June to July only)**

The CITY shall allow LICENSEE the use of one room in the Pompano Beach Civic Center to accommodate no more than 40 children for a period of four hours only (from 12:00 p.m. to 4:00 p.m.), Monday through Friday for the entire months of June and July only, when applicable. In the event the CITY is unable to fully accommodate LICENSEE on any of these dates due to conflicts of scheduling by the CITY, the CITY shall attempt in good faith to provide alternative accommodation at other facilities of the CITY and shall provide transportation in such cases.

### **Non-Competition During Piranhas’ Pool Schedule**

The CITY agrees that during the times of the Piranhas Pool Schedule as set forth above, no other USA Swim Team, USA Water Polo Team or USLA lifesaving team (or any other team which may be in direct competition with LICENSEE) may be allowed to practice or utilize the Aquatic Center.

For purposes of this Agreement, the term “in direct competition” shall mean any person or entity that is engaged in providing the same or similar type of services or products as LICENSEE, regardless as to whether such person or entity engages in competition events for

its members. This provision shall not apply to those out-of-state teams who are utilizing the Aquatic Center on a temporary basis.

The Non-Competition provision herein shall apply to only during those times in which LICENSEE is utilizing the Aquatic Center pursuant to this Agreement.

### **Piranhas' Annual Registration Dues for Aquatic Center**

LICENSEE agrees that it shall pay to the CITY, on an annual basis, the amount of \$40.00 for each of its registered members which LICENSEE receives for its Team Annual Registration dues from its members. Concurrent with the annual payment to the CITY, LICENSEE shall provide the CITY with a roster of its members which will provide the complete name, address, phone number and email address of each member of LICENSEE from whom LICENSEE collected such amount. (By way of example, if LICENSEE receives annual registration dues from 100 members, LICENSEE shall pay the CITY the annual amount of \$4,000.00 for membership dues.)

Such dues shall represent the "Piranhas Registration Dues" for the Aquatic Center. All individual members of LICENSEE whose names have been submitted to the CITY shall have an registered through the Aquatic Center and shall be afforded the enjoyment and use of the Aquatic Center anytime during its normal business hours generally opened to the public, along with those practice times as set forth above.

Since LICENSEE obtains the bulk of its Team Annual Registration dues from its members in June of each year, LICENSEE shall provide the annual Piranhas Registration Dues to the City no later than July 1<sup>st</sup> of each year, along with a roster of all members who have paid such registration dues.

With respect to those members of LICENSEE who join the organization of LICENSEE after the month of June, LICENSEE shall provide the Piranhas Registration Dues to the CITY on or before December 31<sup>st</sup> of each year, and provide the roster of the additional, new members of LICENSEE from whom it collected the Piranhas Registration dues.

The annual Piranhas Registration of the Aquatic Center for the individual members of LICENSEE, shall commence at the time the CITY receives the individual member's name from LICENSEE, either on July 1<sup>st</sup> or December 31<sup>st</sup>, and shall be in effect for twelve consecutive months from the date of receipt of such registration dues by the CITY.

First Name	Last Name	Age	Address	City	Res	Non Res
			201 SE 24th Avenue	Pompano Beach		1
lucas	ahrens	4	551 se 13 ct	pompano beach		1
gabriell	almond	12	106 lake emerald drive apt#312	oakland park		1
Riley	Andres	6	471 SE 7th Ave	Pompano Beach	1	
Reese	Andres	8	471 SE 7th Ave	Pompano Beach	1	
Eva	Anzola	5	150 sunny isles blvd TH303	sunny isles beach		1
Taylor	Ashley	17	2253 NE 30th street	Lighthouse Point		1
Emilio	Barrantes	12	344 sunshine Dr	Pompano Beach	1	
ramon	barrientos	8	106 lake emerald drive apt#312	oakland park		1
Taylor	Barton	15	2550 NE 22nd Court	Pompano Beach	1	
Isabella	Bengala	10	2237 SE 9TH Street	Pompano Beach	1	
Ava	Bengala	5	2237 SE 9TH Street	Pompano Beach	1	
Christine	Bergamini	15	4301 NE 23rd Terr	Lighthouse Point		1
Patrick	Berroni	8	440 Palm Aire Dr W	Pompano Beach	1	
Lilia	Blanco	8	1345 SW 1st Terrace	Pompano Beach	1	
Lucia	Blanco	6	1345 SW 1st Terrace	Pompano Beach	1	
Kira	Booth	14	471 SE 7th Ave	Pompano Beach	1	
Kali	Booth	16	471 SE 7th Ave	Pompano Beach	1	
adriano	brunetti	7	1606 se 1st street	pompano beach	1	
giuliano	brunetti	9	1606 se 1st street	pompano beach	1	
Nicholas	Calice	12	214 NE 25th Ave	Pompano Beach	1	
Matthew	Calice	15	214 NE 25th Ave	Pompano Beach	1	
Caleb	Caponera	5	7420 NW 5th Street, Ste 105	Plantation		1
Jacqueline	Carvallo	14	2520 ne 15th terrace	Pompano Beach	1	
Sophia	Cavaretta	7	4560 NE2nd Ave	Oakland Park		1
Benjamin	Ciminera	8	4431 nw 8th st	coconut creek		1
Isadora	Coelho	3	551 ne 57th ct	Oakland park		1
Teo	Cohen	4	705 Gardens Dr #102	Pompano Beach	1	
Gabriella	Costello	13	2658 se 11th st	Pompano Beach	1	
Evan	Cutt	5	291 SE 9 Court	Pompano Beach	1	
Karina	Dejohn	11	2921 NE 22 Court	Pompano Beach	1	
Hunter	DeVona	8	15 St Nicholas Pl	Red Bank		1
Harrison	DeVona	7	15 St Nicholas Pl	Red Bank		1
Shane	Didriksen	11	436 NE 23rd Avenue	Pompano Beach	1	
Peyton	Didriksen	8	436 NE 23rd Avenue	Pompano Beach	1	
Christian	Emile	5	3212 NE 12th street apt 306	Pompano beach	1	
Xander	Escobar	10	1500 Se 1st St	Pompano Beach	1	
Samantha	Escobar	8	1500 Se 1st St	Pompano Beach	1	
Rebekah	Escuage	21	708 NE 11th ave	pompano beach	1	
emma	etue	4	2205 s. cypress bend drive, #903	pompano beach	1	
amanda	fernandes	4	924 se 16 pl	deerfield beach		1
Claira	Frain	14	1320 Seminole Drive	Ft Lauderdale		1
Kaitlyn	Francis	15	2670 NE 22nd court	Pompano Beach	1	
Bailey	Francis	8	2670 NE 22nd court	Pompano Beach	1	
Carlos	Garriga-Dominguez	15	8423 shadow ct.	coral springs		1
steven	gary	9	1317 se 2 street	pompano beach	1	
Kelly	Gest	15	2720 NE 26th Street	Lighthouse Point		1
Brooke	Gest	15	2720 NE 26th Street	Lighthouse Point		1
Megan	Gest	15	2720 NE 26th Street	Lighthouse Point		1
Masha	Goncharenko	11	2951 NE 9-th Ave	Pompano Beach	1	
Christopher	Griffin	7	1931 NE 28 Ct	LIGHTHOUSE POINT		1
Brody	Griffin	4	1931 NE 28 Ct	LIGHTHOUSE POINT		1
utku	guney	14	628 nw 47 st	pompano beach	1	
EMMA	GURDUS	12	2470 SE 8TH COURT	POMPANO BEACH	1	
SARAH	GURDUS	14	2470 SE 8TH COURT	POMPANO BEACH	1	
Vivianne	Hache	9	1560 NE 33rd St	Pompano Beach	1	
Ronald	Hache	42	1560 NE 33rd St	Pompano Beach	1	
Ronald	Hache	14	1560 NE 33rd St	Pompano Beach	1	
Noah	Hanks	5	1901 NE 27th Street	Lighthouse Point		1
Alyson	Hardin	54	PO Box 267895	Weston		1

Rose	Hawley	43	109 Pennock Landing Circle	Jupiter		1
Andrew	Hayes	10	2721 NE 9th Terrace	Pompano Beach	1	
Kathryn	Hayes	7	2721 NE 9th Terrace	Pompano Beach	1	
Kira	Heath	11	278 sw 7th ct.	pompano beach	1	
Christian	Henderson	13	371 SE 5th Terrace	Pompano Beach	1	
Daniela	hernandez	8	701 ne 30 st	Pompano.beach	1	
Kyle	Jensen	4	2144 NE 61st Court	Fort Lauderdale		1
Courtney	Jensen	7	2144 NE 61st Court	Fort Lauderdale		1
sky	junhasiri miller	5	140 se 11 st	pompano beach	1	
CHARLI	JURVIC	9	6500 NE 21st Lane	Fort Lauderdale		1
Gia	Jurvic	5	6500 NE 21st Lane	Fort Lauderdale		1
Daniel	Kelley	11	2831 NE 34th Court	Lighthouse Point		1
Spencer	Kelly	14	2113 NE 29th Court	Fort Lauderdale		1
Chad	Kersey	15	2328 SE 13 Street	Pompano Beach	1	
Brock	Kiene	9	1437 SE 3 St	Pompano Beach	1	
JOAO	LOPES-SILVA	6	170 CYPRESS CLUB DRIVE # 724	POMPANO BEACH	1	
Davin	Louis	8	400 NE 2nd Street	Pompano Beach	1	
Denzel	Louis	11	400 NE 2nd Street	Pompano Beach	1	
Mia	Marquez	14	3600 NW 23rd Place	Coconut Creek		1
Alex	Marquez	13	3600 NW 23rd Place	Coconut Creek		1
Raymond	Marquez	44	3600 NW 23rd Place	Coconut Creek		1
Brody	McClaine	7	2225 Imperial Point Dr	Fort Lauderdale		1
Becket	Menacho	5	344 sunshine Dr	Pompano Beach	1	
Vincent	Micheletti	7	140 SW 12th St	Pompano Beach	1	
DON	MITCHELL	68	1528 SE 11 STREET	FORT LAUDERDALE		1
Victoria	Miyamoto	15	9939 Boca Gardens Trail unit:C	Boca Raton		1
Emerson	Miyamoto	43	9939 Boca Gardens Trail unit:C	Boca Raton		1
Raina	Moffat	8	3400 NE 14th Terrace	Pompano Beach	1	
Dallen	Morejon	7	1636 SE 1st Street	Pompano Beach	1	
Hermes	Oliva	52	1161 nw 101 way	Plantation		1
Sophia	Oliva	19	1161 nw 101 way	Plantation		1
Daniel	Oliveira	15	150 SE 7th Street, Unit 8	Deerfield Beach		1
maximo	otazu	8	2350 ne 14 street #315	pompano beach	1	
Bence	Perez	8	2430 NE 9TH TER	POMPANO BEACH	1	
Julian Teoman	Petrowski	8	710 N. Ocean Blvd. #809	Pompano Beach	1	
Ceylin	Petrowski	4	710 N. Ocean Blvd. #809	Pompano Beach	1	
Dante	Poe	13	3100 NE 49th Street, 706	Fort Lauderdale		1
Dante	Poe	13	1111 E Sunrise Blvd., Apt. 910	Fort Lauderdale		1
Istana	Poe	11	3100 NE 49th Street, 706	Fort Lauderdale		1
keila	putinaite	11	212 se 22nd ave apt 1	pompano beach	1	
Christian	Quinones	11	2741 NE 15th St	Pompano Beah	1	
Alejandro	Quinones	15	2741 NE 15th St	Pompano Beah	1	
OLIVIA	RAPP	8	2600 NE 5 STREET	POMPANO BEACH	1	
SOPHIA	RAPP	10	2600 NE 5 STREET	POMPANO BEACH	1	
ENZO	REIS	5	3308 SE 2ND STREET	POMPANO BEACH	1	
Alina	Rodriguez	5	1250 SE 7th Ave	Pompano Beach	1	
Rachel	Roeder	11	139 SE 3rd Ave.	Pompano Beach	1	
Marianne Robin	Russo	55	2421 NE 45 Street	LIGHTHOUSE POINT		1
Jonathan	Sanchez	5	3411 Ne 14 Ave	Pompano Beach	1	
Bryan	Sanchez	8	3411 Ne 14 Ave	Pompano Beach	1	
Jocelyn	Sanchez	9	3411 Ne 14 Ave	Pompano Beach	1	
Lauren	Sandell	7	24 NE 15 Ave	Pompano Beach	1	
Mattheus	Santos	13	1843 Coral heights Lane	Oakland Park		1
Raphael	Santos	12	1843 Coral heights Lane	Oakland Park		1
YAM	SARID	6	3213 Dover rd	Pompano beach	1	
Alexander	Sauch	9	1361 S. Ocean Blvd 202	Pompano Beach	1	
Lee	Scharf	37	1367 S.E. 3rd Ave.	Pompano Beach	1	
Julia	Schulte	18	201 SE 24th Avenue	Pompano Beach	1	
Shane	Schulte	14	201 SE 24th Avenue	Pompano Beach	1	
Christopher	Schulte	16	201 SE 24th Avenue	Pompano Beach	1	
Jake	Schulte	10	201 SE 24th Avenue	Pompano Beach	1	

Summer	Schulte	12	201 SE 24th Avenue	Pompano Beach	1
Sione	Sizemore	12	15 SE 13th Avenue	Pompano Beach	1
Sloan	Sizemore	14	15 SE 13th Avenue	Pompano Beach	1
Santana	Sizemore	16	15 SE 13th Avenue	Pompano Beach	1
Mareta	Sizemore	45	15 SE 13th Avenue	Pompano Beach	1
jack	stiffler	5	1 Winona Lane	Sea Ranch Lakes	1
Leonora	Stojanovic	5	2621 NE 48th Court	Lighthouse Point	1
landon	sudlow	4	1136 sw 2nd avenue	pompano beach	1
Colton	Sutton	6	4301 NW 2nd Court	Coconut Creek	1
MARCUS	SZABO	9	2765 SE 2 ST	POMPANO BEACH	1
Gabrielle	Taylor	8	821 N. Riverside Dr #701	Pompano Beach	1
Mason	Udell	6	1421 South Ocean Blvd. #305	Pompano Beach	1
KAYA	ULUCAY	5	200 SE 5TH CT	POMAPNO BEACH	1
Reagan	Van Buskirk	7	2236 NE 31 St	Lighthouse Point	1
Wyatt	Van Buskirk	5	2236 NE 31 St	Lighthouse Point	1
Jesse	Vassallo	53	The Pool	Pompano Beach	1
Victor	Vassallo	21	3210 SE 10st apt 2A	Pompano Beach	1
Alejandro	Vassallo	18	3210 SE 10st apt 2A	Pompano Beach	1
Bethsy	Vassallo	50	3210 SE 10st apt 2A	Pompano Beach	1
Amanda	Walker	11	2550 Ne 11th Street	Pompano Beach	1
Diesel	Warywoda	5	3351 NE 13 Ave	Pompano Beach	1
Magnus	Warywoda	6	3351 NE 13 Ave	Pompano Beach	1
Fatimah	Westbrook	16	4430 NW 25th Place	Lauderhill	1
Stephanie	Wild	24	3047 NW 91st AVE	Coral Springs	1
Victor	Zielinski	17	670 North East 56 CT	Oakland park	1
Alicja	Zielinski	14	670 North East 56 CT	Oakland park	1
Victoria	Zielinski	14	670 North East 56 CT	Oakland park	1
Tyler	Zuyus	14	2506 NE 30th Street	Fort Lauderdale	1
					94
					55

RESIDENTS - 94  
NON-RESIDENTS - 55

**CITY OF POMPANO BEACH  
INDEPENDENT GROUP USE REQUEST**

Independent Group Name: **Pompano Piranhas, Inc.**

Brief Description of Program:

**Piranhas Swim Team (Aquatic Program)**

**Specific Dates of Program for Use of Pompano Beach Aquatic Center:**

**August thru May:**

M-F	5:30-7:00am	10 SC Lanes or	6 LC Lanes
Saturday	8:00-10:00am	10 SC Lanes or	6 LC Lanes
Saturday	2:00-4:00pm	10 SC Lanes or	6 LC Lanes
M-F	4:00-7:00pm	10 SC Lanes or	6 LC Lanes
M-F	3:30-6:30pm	Wing of Small pool (2 Lanes 1 wing)	
Saturday	9:00am-noon	Wing of Small pool (2 Lanes 1 wing)	

**June to August:**

M-F	8:00am-noon	10 SC Lanes or	6 LC Lanes
M-F	4:00-7:00pm	10 SC Lanes or	6 LC Lanes
Saturday	8:00-10:00am	10 SC Lanes or	6 LC Lanes
Saturday	2:00-4:00pm	10 SC Lanes or	6 LC Lanes
M-F	9:00am-noon	Wing of Small pool (2 Lanes)	
M-F	3:30-6:30pm	Wing of Small pool (2 Lanes)	
Saturday	9:00am-noon	Wing of Small pool (2 Lanes)	

In addition, up to four (4) "Sizzler" Swim Meets, four (4) USA Swim Meets, three (3) water polo matches/tournaments, and two (2) lifesaving competitions per year to be conducted during the hours and days above, or at a mutually agreeable time and date.

During Long Course Season (April 1<sup>st</sup> through August 31<sup>st</sup>), the pool lanes shall be long course lanes at least five times per week.

The Piranhas are guaranteed a minimum of 10 lanes for short course or 6 lanes for long course, but may use up to 13 lanes for short course or 8 lanes for long course, based upon public usage and demand.

**Specific Dates of Program for Use of Pompano Beach Civic Center:**

**June 1<sup>st</sup> to July 31<sup>st</sup>:**

**M-F**

**Noon-4:00pm**

**One room to accommodate no less than  
40 swimmers**

Field users must attach an approved weekly schedule.

Requested Facility/Fields: **Pompano Beach Aquatic Center**

Requested Special Event Dates: (Tournaments, Clinics, Camps, Etc.) **May require  
Public Event Permit**

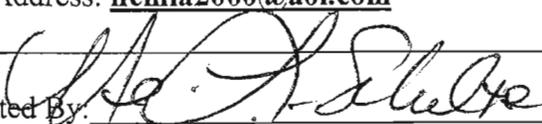
**Four (4) "Sizzler" Swim Meets, four (4) USA Swim Meets, three (3) water polo  
matches/tournaments and two (2) lifesaving competitions**

Scheduling Contact Person: **Jesse Vassallo or Nemia Schulte**

Phone #: **(954) 849-4631**

Email Address: **nemia2000@aol.com**

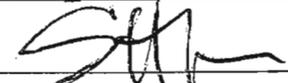
Submitted By: \_\_\_\_\_



Date: \_\_\_\_\_

3/12/15

Approved By: \_\_\_\_\_



Date: \_\_\_\_\_

3/13/15

## EXHIBIT 2

### INSURANCE REQUIREMENTS

CONTRACTOR/LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email ([eddie.beecher@copbfl.com](mailto:eddie.beecher@copbfl.com)) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR/LICENSEE is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR/LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR/LICENSEE under this Agreement.

Throughout the term of this Agreement, CONTRACTOR/LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

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) or the state in which the work is to be performed or of the state in which Contractor/Licensee is obligated to pay compensation to employees engaged in the performance of the work. Contractor/Licensee 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 as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's/Licensee's negligent acts or omissions in connection with Contractor's/Licensee's performance under this Agreement.

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

Type of Insurance	Limits of Liability	
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate	
* Policy to be written on a claims incurred basis		
xx comprehensive form	bodily injury and property damage	
xx premises - operations	bodily injury and property damage	
— explosion & collapse hazard		
xx underground hazard		
xx products/completed operations hazard	bodily injury and property damage combined	
xx contractual insurance	bodily injury and property damage combined	
xx broad form property damage	bodily injury and property damage combined	
xx independent contractors	personal injury	
xx personal injury		
xx sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate	
<hr/>		
<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.	
xx comprehensive form		
xx owned		
xx hired		
xx non-owned		
<hr/>		
<b>REAL &amp; PERSONAL PROPERTY</b>		
xx comprehensive form	Agent must show proof they have this coverage.	
<hr/>		
<b>EXCESS LIABILITY</b>		Per Occurrence    Aggregate
xx other than umbrella	bodily injury and property damage combined	\$2,000,000    \$2,000,000
<hr/>		
<b>PROFESSIONAL LIABILITY</b>		Per Occurrence    Aggregate
— * Policy to be written on a claims made basis		\$1,000,000    \$1,000,000
<hr/>		

C. Employer's Liability. CONTRACTOR/LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR/LICENSEE, the CONTRACTOR/LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR/LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR/LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR/LICENSEE enter into such an agreement on a pre-loss basis.

Exhibit 2

Insurance – Pompano Beach Piranas



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
01/20/2015

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).**

<b>PRODUCER</b> Risk Management Services, Inc.  P.O. Box 32712  Phoenix, AZ 85064-2712	1-602-840-3234  CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: info@theriskpeople.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): 602-274-9138
<b>INSURED</b> POMPANO BEACH PIRANHAS USA Swimming, Inc dba USA Swimming 820 NE 18TH AVE  POMPANO BEACH, FL 33060	INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL CAS CO INSURER B: MUTUAL OF OMAHA INS CO INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11991 71412

**COVERAGES**                      **CERTIFICATE NUMBER: 42810948**                      **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 <input checked="" type="checkbox"/> Participant Liability <input checked="" type="checkbox"/> Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X X	KKO000000048566-00	01/01/15	01/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse/Molestation \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	X X	KKO00000004856700	01/01/15	01/01/16	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
	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				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	X8 Accident-Medical		T5MPS9P35054	01/01/15	01/01/16	Maximum Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Verification of General Liability, Excess Liability & Abuse/Molestation coverage for COVERED ACTIVITIES.  
 Abuse/Molestation Aggregate on the General Liability Policy is \$5,000,000. Abuse/Molestation is excluded in the Excess Liability Policy. Excess Medical/Dental Accident coverage provided for participants only. The Certificate Holder is included as Additional Insured per attached ADDITIONAL INSURED ENDORSEMENT EFFECTIVE CERTIFICATE ISSUE DATE.  
 \*30 DAY CANCELLATION PER POLICY PROVISIONS\*

<b>CERTIFICATE HOLDER</b>  City Of Pompano Beach  Scott Moore 1801 NE 6th St  Pompano Beach, FL 33060	<b>CANCELLATION</b>  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  Carolyn J. Blumit
--	---

Exhibit 3

Release for Background Checks  
Pompano Piranhas, Inc. Agreement



Background Consent/Release Form

Organization \_\_\_\_\_

Applicant's Legal Name (printed) \_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Applicant's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**CITY OF POMPANO BEACH  
ADMINISTRATIVE POLICY**

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<b>TITLE:</b>	<b>Youth Program Background Screening Policy</b>	<b>Number:</b>	<b>500.06</b>
		<b>Effective:</b>	<b>3-10-04</b>
		<b>Revised:</b>	<b>8-27-07</b>
		<b>Revised:</b>	<b>7-23-08</b>
		<b>Revised:</b>	<b>8-2-10</b>

---

In an effort to ensure that the City of Pompano Beach provides a safe place for children to learn and enjoy recreation programs, and in an effort to acquire and retain volunteers and instructors who are more likely to safely interact with participants in programs, the Parks and Recreation Department will conduct criminal background screening on all prospective volunteers and instructors, and based upon the recommended guidelines for credentialing set by the National Recreation and Park Association, shall establish and enforce criteria for disqualification of applicants.

(1) The following shall constitute grounds for disqualification of an applicant:

(a) The applicant has been found guilty of any of the following crimes listed below:

“Guilty” means that a person was found guilty following a trial, entered a guilty plea or entered a no contest plea, accompanied by a court finding of guilt, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. Acquittal, Nolle Prose, or dismissal of charges shall not be included in said definition:

1. **SEX OFFENSES INVOLVING CHILDREN**

\*All Sex Offenses and Offenses involving children or the abuse of children – regardless of the amount of time since offense. Examples include but are not limited to child molestation, rape, sodomy, prostitution, indecent exposure.

2. **FELONIES**

\*All Felony Offenses involving violence – regardless of the amount of time since the offense. Examples include but are not limited to: murder, attempted murder, manslaughter, aggravated battery, aggravated assault, kidnapping, robbery.

**CITY OF POMPANO BEACH  
ADMINISTRATIVE POLICY**

**PAGE 2**

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<b>TITLE:</b>	<b>Youth Program Background Screening Policy</b>	<b>Number:</b>	<b>500.06</b>
		<b>Revised:</b>	<b>8-2-10</b>

---

\*All Felony Offenses, other than those for violence, sex, or offenses involving children, within the past seven (7) years of the date of the application. Examples include but are not limited to: drug offenses, theft.

**3. MISDEMEANORS**

\*All Misdemeanor offenses involving violence within the past five (5) years of the application date. Examples include but are not limited to: simple battery, assault, domestic violence.

\*Any three (3) or more Misdemeanor drug offenses or alcohol offenses, or any combination of same within the past five (5) years of the application date. Examples include, but are not limited to, driving under the influence, possession of marijuana, disorderly conduct, possession of drug paraphernalia.

\*Any other Misdemeanor offense within the past five (5) years of the application date that would be considered a potential danger to children or that is directly related to the function of that coach. Examples include but are not limited to contributing to the delinquency of a minor, providing alcohol to a minor, petty theft of money.

- (b) Pending prosecution of offenses listed under subsection (a.) above.
- (c) Falsification of any requested information on the application.

CITY OF POMPANO BEACH  
ADMINISTRATIVE POLICY

PAGE 3

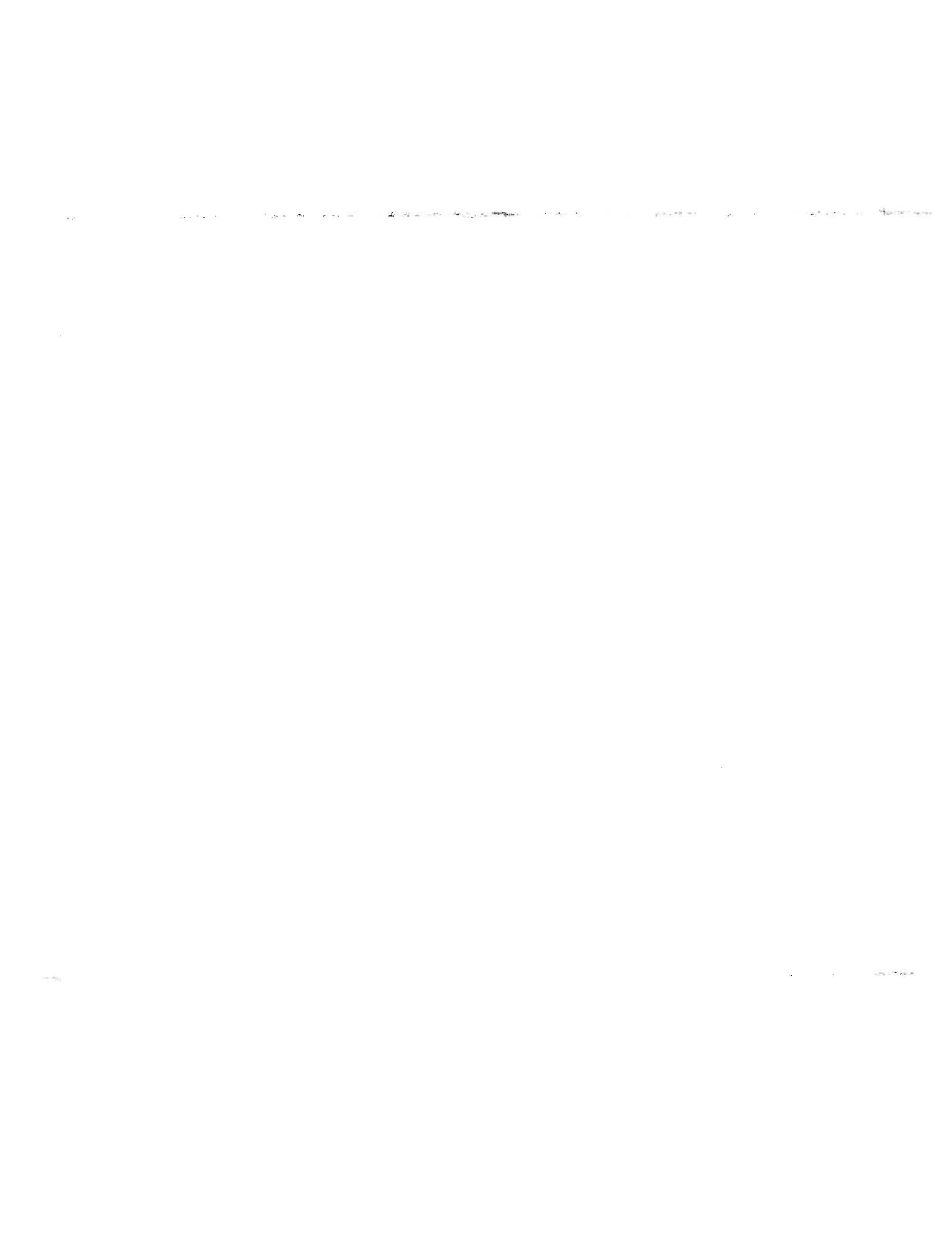
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TITLE:	Youth Program Background Screening Policy	Number:	500.06
		Revised:	8-2-10

---

- (d) Any person who at the time of the application is serving a period of Community Control or probation for any offense. No such person shall be eligible until all supervision has terminated and all provisions of the sentence have become final.

  
Dennis W. Beach, City Manager



This certifies that

**Jesse Vassallo**

**POMP-FG 080961JESDVASS**

**Background: 01/31/2017**

**Ath. Protection: 12/31/2017**

**Safety Training: 12/30/2015**

**CPB: 12/23/2015**

*is a coach member of USA Swimming  
By becoming a member of USA Swimming / hereby agree to abide  
by the rules, regulations and Code of Conduct of USA Swimming.*



**Valid To 12/23/2015**

This certifies that

**Betsy Vassallo**

**POMP-FG 041365BET\*VASS**

**Background: 01/31/2017**

**Ath. Protection: 12/31/2017**

**Safety Training: 12/30/2015**

**CPB: 12/23/2015**





**American  
Red Cross**

## **Marianne Robin Russo**

has successfully completed requirements for

Adult First Aid/CPR/AED: valid 2 Years

**Date Completed: 01/10/2015**

conducted by: American Red Cross

Instructor: Frida Guberek

Sandy Robbins



QR code  
Scan code or visit  
[redcross.org/confirm](http://redcross.org/confirm)

Progress Report

<http://enl.classes.redcross.org/learningcenter/PHSS/STSC>



**American  
Red Cross**

# **Progress Report**

**Russo, Marianne Robin**

has successfully completed the online portion for

**Safety Training for Swim Coaches**

Successful completion of the in-water skills session is required for certification.

01/10/2015



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**

## Detail by Entity Name

**Florida Non Profit Corporation**

POMPANO PIRANHAS, INC.

**Filing Information**

<b>Document Number</b>	N04000005566
<b>FEI/EIN Number</b>	550869073
<b>Date Filed</b>	06/03/2004
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	12/08/2008
<b>Event Effective Date</b>	NONE

**Principal Address**201 S.E. 24TH AVENUE  
POMPANO BEACH, FL 33062

Changed: 03/13/2009

**Mailing Address**201 S.E. 24TH AVENUE  
POMPANO BEACH, FL 33062

Changed: 03/13/2009

**Registered Agent Name & Address**SCHULTE, NEMIA L  
201 S.E. 24TH AVENUE  
POMPANO BEACH, FL 33062

Name Changed: 06/09/2008

Address Changed: 03/13/2009

**Officer/Director Detail****Name & Address**

Title PRES

MARQUEZ, RAYMOND  
3600 NW 23rd Place  
Coconut Creek, FL 33066



## Title VP

Schulte, Nemia L  
381 SE 5th Terrace  
Pompano Beach, FL 33060

## Title TREA

Schulte, Nemia L  
381 SE 5th Terrace  
POMPANO, FL 33060

## Title SEC

Escuage, Tami  
708 NE 11th Avenue  
POMPANO BEACH, FL 33060

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2013	01/14/2013
2014	02/21/2014
2015	01/15/2015

**Document Images**

<u>01/15/2015 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/21/2014 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>01/14/2013 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>02/08/2012 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/25/2011 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>05/01/2010 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/13/2009 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>12/08/2008 -- Amendment</u>	<a href="#">View image in PDF format</a>
<u>06/09/2008 -- Amendment</u>	<a href="#">View image in PDF format</a>
<u>04/30/2008 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/29/2007 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>03/30/2006 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>04/06/2005 -- ANNUAL REPORT</u>	<a href="#">View image in PDF format</a>
<u>06/03/2004 -- Domestic Non-Profit</u>	<a href="#">View image in PDF format</a>



Meeting Date: March 24, 2015

Agenda Item 19

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

**SHORT TITLE**    A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE PUBLIC ART COMMITTEE'S LOCATIONS FOR PUBLIC ART FOR THE CITY; PROVIDING AN EFFECTIVE DATE.  
(Cost: No cost as a result of this action)

**Summary of Purpose and Why:**

The City of Pompano Beach Public Art Committee initiated the "Painted Pompano Series," which is a 12 piece five foot tall fish sculpture exhibit. The fish will be placed at locations throughout the City and will be part of a two-year outdoor exhibition. The City Commission previously approved the fabrication of 12 polyester foam fish and selected 12 artists to paint each fish sculpture in various mediums, styles and techniques. The current agenda item is to approve 12 locations for the fish. The recommended locations are all City or CRA owned property, and are clustered in two main nodes in order to create a strong art presence at these locations. **Please note: there are 13 dots on the map because one of the City Hall fish will be moved to Old Pompano when construction is complete in that area.**



Accomplishing this item supports achieving Initiative 2.8 Further develop and promote cultural / heritage tourism opportunities.

- (1) Origin of request for this action: Public Art Committee
- (2) Primary staff contact: Robin Bird/ Jennifer Gomez Ext. 4640
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: (Cost: No cost as a result of this action)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	3-8-15	Approval	P&Z# 15-109
City Attorney	3/16/15		

Public Art Committee    3-10-15 & 3-10-15    PAC#15-013 and PAC #15-014

City Manager   

**ACTION TAKEN BY COMMISSION:**

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





**City Attorney's Communication #2015-705**  
March 12, 2015

**TO:** Jennifer Gomez, AICP, Principal Planner  
**FROM:** Jill R. Mesojedec, FRP, Paralegal  
**VIA:** Gordon B. Linn, City Attorney *GBL*  
**RE:** Resolution Approving the Locations for Public Art

As requested in your memorandum dated March 9, 2015, Department of Development Services Memorandum #15-109, 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  
PUBLIC ART COMMITTEE'S LOCATIONS FOR PUBLIC  
ART FOR THE CITY; PROVIDING AN EFFECTIVE DATE.**

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

*Jill R. Mesojedec*  
JILL R. MESOJEDEC

/jrm  
l:cor/dev-srvc/2015-705

Attachment

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE PUBLIC ART COMMITTEE'S LOCATIONS FOR PUBLIC ART FOR THE CITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Public Art Committee has initiated its first public art project which consists of 12 molded Pompano fish each decorated by different artists; and

**WHEREAS**, the Public Art Committee has identified 12 locations for the placement of the Pompano Fish Public Art within the City of Pompano Beach; and

**WHEREAS**, the City Commission approves the proposed locations; now, therefore,

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

**SECTION 1.** That the City Commission hereby approves the locations of the Pompano Fish Public Art, as is more fully set forth in Exhibit "A" attached hereto and made a part of this Resolution.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

EXHIBIT "A"

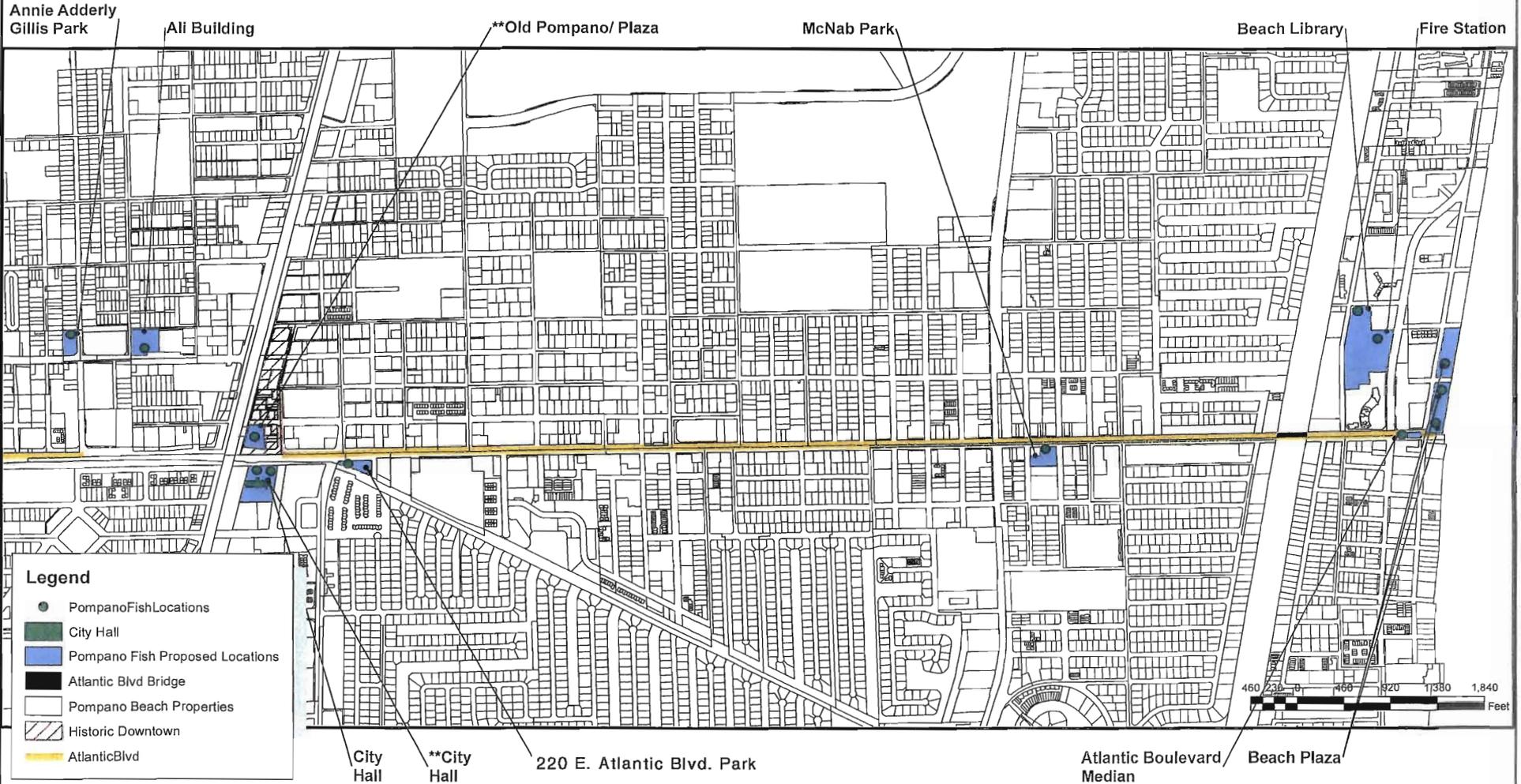
PREPARED BY:  
DEPARTMENT OF  
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH  
Painted Pompano Series - Proposed Location Map

1 inch = 951 feet



NOTE: Final locations may vary slightly based on site constraints/ conditions during installation.



\*\*One of the City Hall fish will be moved to the Plaza/ Old Pompano Historic Area when construction is complete.

3/13/2015



## **Locations**

- 1 City Hall
- 2a *City Hall\**
- 2b *Old Pompano / Plaza\**
- 3 Annie Adderly Gillis Park
- 4 220 E Atlantic Blvd Park
- 5 McNab Park
- 6 Beach
- 7 Beach
- 8 Beach
- 9 Beach Fire Station
- 10 Beach Library
- 11 Ali Building
- 12 Atlantic Boulevard Median

\*Note: One of the City Hall fish will be moved to the Plaza/ Old Pompano Area when construction is complete

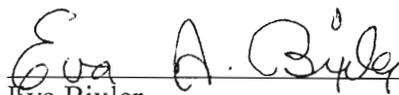
**PUBLIC ART COMMITTEE  
MEMORANDUM #15-014**

DATE: March 10, 2015  
TO: City Commission  
FROM: Public Art Committee  
SUBJECT: Painted Pompano Sculpture Location Flexibility

---

At the meeting of the Public Art Committee held on January 22<sup>nd</sup>, 2015, the Committee discussed the proposed locations of the 12 “Painted Pompano” sculptures. Following a site visit to each of the proposed locations by several City Staff members and a member of the Public Art Committee, it was found that a number of the proposed locations have conflicts that would make siting a sculpture very challenging. In particular, it was found that the Larkins Center and Riverside park proposed locations have site aspects that would make them less than optimum locations for sculptures.

The Committee unanimously approved to give Staff discretion to select alternative sites based on any challenges encountered at the previously selected sites.



Eva Bixler  
Chair  
Public Art Committee

mds

**PUBLIC ART COMMITTEE  
MEMORANDUM #15-013**

DATE: March 10, 2015  
TO: City Commission  
FROM: Public Art Committee  
SUBJECT: Painted Pompano Sculpture Location Map

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At the meeting of the Public Art Committee held on November 19<sup>th</sup>, 2014, the Committee discussed the proposed location map of each of the 12 “Painted Pompano” sculptures. The following selected designs were proposed for each of the following locations:

**Atlantic Boulevard:**

1. “Anatomy of Pompano”: By City Hall because of the map motif
2. “Mermaid”: Iguana Park because of the bright colors and high-visibility area
3. “Splendid Splash”: McNab Park because of the banks and Chamber of Commerce in the area

**Beach:**

4. “Yellow Polka Dots”: Pompano Beach Boulevard because of the beachy theme
5. “Pop Pop’s Pompano”: Pompano Beach Boulevard because of the fishing theme and between Yellow Polka Dots and Leaping Lady because it is a softer image
6. “Leaping Lady”: Pompano Beach Boulevard because of the ocean theme
7. “Big Fish, Small Pond”: Ocean Boulevard because of the water-related theme
8. “Pompano Romp”: North Riverside Drive because of the koi pond-like colors
9. “Pompano Sparkle”: 28<sup>th</sup> Avenue because of its finish and colors would go well by the sea

**West Side:**

10. “Rusty Guppy”: By BaCA because of its artistic quality
11. “Chrome Pompano”: W 2<sup>nd</sup> Avenue because it should be around buildings or activity so that it can reflect something
12. “Colors of Pompano”: Annie Adderly Gillis Park because of its cultural theme and because the color would look nice against the green of the park

Attached to this memo is the proposed location map, which the Committee considered (Exhibit "A"). The Public Art Committee unanimously approved the locations of the sculptures based on the map as outlined.



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Eva Bixler  
Chair  
Public Art Committee

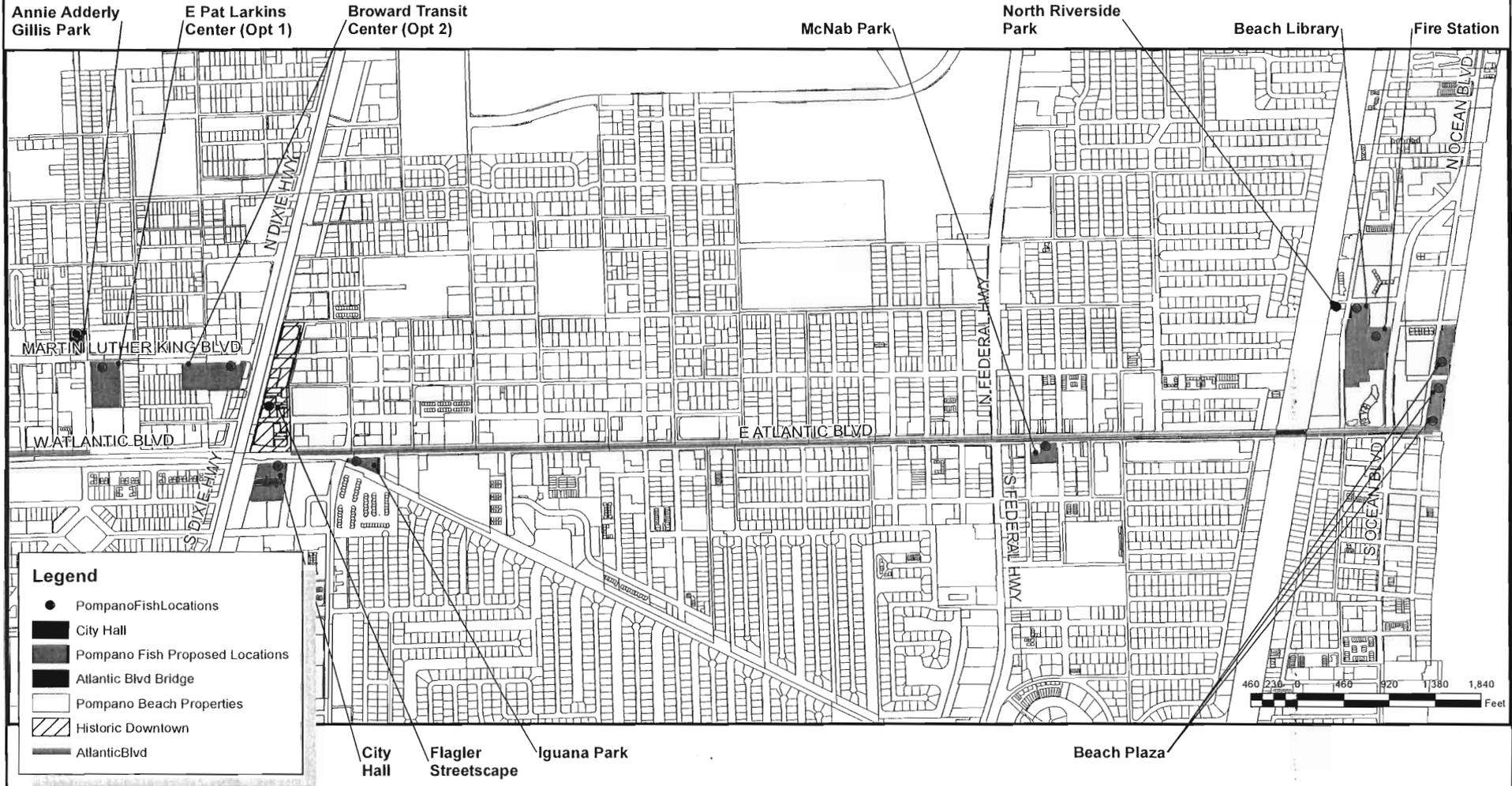
mds

PREPARED BY:  
DEPARTMENT OF  
DEVELOPMENT SERVICES

# CITY OF POMPANO BEACH

## Painted Pompano Series - Proposed Location Map

1 inch = 951 feet



Note: Some locations have been revised

## Pompano Beach Public Art Committee

Commission Chambers  
Conference Room

January 22, 2014  
5:00 P.M.

### MINUTES

**A. Call to Order**

Chair Eva Bixler called the meeting to order at 5:11 pm

**B. Roll Call**

Julia Black Andrews  
Bill Savarese - *Absent*  
Bo Holloway - *Absent*  
Tobi Aycock  
Eva Bixler

Kelly Ann Maguire  
Terrence Davis  
Antonio Cardozo (Alternate) - *Absent*  
Donna Schorr (Alternate)

*Others Present:*

Jennifer Gomez  
Scott Reale  
Matthew DeSantis  
Glenn Weiss

**C. Approval of Minutes – November 19, 2014**

**MOTION** by Julia Black Andrews and seconded by Terrence Davis to approve the minutes from the November 19, 2014 meeting. All voted in favor of the above motion.

**D. Review Draft Project Schedule and Map from the Public Art Master Plan**

Glen Weiss presented to the Committee a draft project schedule based on the input gathered during the Public Art Master Plan process. He stated that the total value of the work to be done in the draft values roughly \$3.5 million over the course of the next ten years, whereas the available budget for this time period is only roughly \$1.4 million. He explained that the Committee needs to go through this draft project schedule to both modify project costs and also eliminate projects.

He began his explanation by overviewing the projected program management and maintenance reserve costs. He continued on by overviewing the project ideas for the Beach and Downtown areas, whose timelines were created based on the input from the Committee. He then overviewed several other projects in other areas of the City.

Public Art Committee – January 22, 2015

Julia Black suggested combining the allocated 2016 funds for Collier City and the Mosaics Team to create a mosaic in Collier City. The Committee discussed the idea of having an artist work on the design for the proposed Collier City Mini-Park.

Mr. Weiss suggested to the Committee that they visualize which projects they would like to see completed or have money allocated for two years from the present day.

Associate Development Services Director Jennifer Gomez suggested that since the new library/cultural center is soon to break ground, there should be some artwork planned now for that location. Planner Scott Reale commented that Broward County has committed to installing some artwork at the new center. There was some doubt as to the scope of this artwork, but Mr. Weiss stated that he would check what the County has committed to completing. The Committee viewed renderings of the project, and discussed the possibility of incorporating some art project with its design.

The Committee went through the proposed projects line-by-line to discuss making adjustments in order to lower the budget. They decided to vote on each project, and that any project that received a majority of votes (at least 4 of 6) would be removed from the draft budget.

*NOTE: During the discussion of the Beach projects, Julia Black left the meeting. At this point, the vote requirement was changed from 4 to 3.*

After slow progress, Mr. Weiss suggested that the Committee members prepare their own version of the proposed budget in effort to eliminate projects and costs. Each of the Committee members will prepare their own \$1 million budget of future projects within the next two weeks.

The Committee also had a discussion regarding the purchasing rules for the procurement of artwork.

The Committee decided to schedule a special workshop on February 19, at 1pm to continue this project budget discussion.

**E.**

#### **Update: Painted Pompano**

Ms. Gomez gave a brief overview of the project. She stated that the sculptures have been delivered and that half are being worked on at BaCA and the other half taken by the artists. She stated that there are plans in the works to have events when the pieces are finished at both BaCA and at the Pompano Beach Seafood Festival. She explained that she, Matthew DeSantis, Scott Reale, Terry Davis, and Lou Friend from the Engineering Department visited the proposed sites on 1/21/15 to see the site details

and determine more exact locations for the selected sites. She explained that there are some conflicts with the locations that the Committee had decided on, in particular at the Larkins Center and Riverside Park.

**MOTION** by Terrence Davis and second by Tobi Aycock to give Staff discretion to select alternate sites based on any challenges encountered at the previously selected sites. All voted in favor.

Terrence Davis expressed his opinion that there should be someone from the Committee serve as an assistant to Planning and Zoning Staff to help with small administrative tasks associated with projects. He also expressed a desire that there be some petty cash account associated with the Committee for small expenses.

Ms. Gomez suggested that a small percentage of the projected spending for each year be used for such a use. Alternatively, a small set amount such as \$5,000 be dedicated for this use.

Terrence Davis volunteered to be the Committee point-person for the Painted Pompano project.

Ms. Gomez asked for details as to the required or recommended top coat for the Painted Pompano. Mr. Weiss stated that he could provide details, and that it would be useful to incorporate Mr. Davis' expert opinion on the matter.

#### **F. Update: Utility Wraps Project**

Planner Scott Reale told the Board that the City Public Works Department has agreed to cover the cost of the wraps, and that the Public Art Committee would only need to cover the cost to pay the artists, which would be about \$10,000.

He also related that the City Commission will soon vote on whether to approve the use of CaFE, which is an online call-to-artists service. Assuming that this is approved, this service will be used for the call-for-artists for this project.

Mr. Reale and Ms. Gomez then related to the Board a modification to the plan in utilizing a historic/agricultural theme with the boxes near the Sample-McDougald House. He presented to the Committee the updated map and revised districts.

Mr. Davis asked if it would be possible to extend the area south of Atlantic Blvd to 7<sup>th</sup> street. Ms. Gomez stated that the project costs would increase due to the number of boxes in that area.

Public Art Committee – January 22, 2015

Ms. Gomez explained that this call for artists will focus solely on their past work. Mr. Reale stated that potentially by the end of March the Committee could be selecting from submissions.

Mr. Weiss explained that this process will pre-approve artists for the next several years.

Ms. Eva Bixler volunteered to be the Committee's point-person for this project.

**MOTION** by Terrence Davis and seconded by Eva Bixler to approve the sum of \$10,000 for the cost of paying the selected artists.

**G. Update: VisualEYES Mural Project**

Zoning Technician Matthew DeSantis related to the Board that he will be participating in a workshop organized by Broward County Cultural Division on February 2<sup>nd</sup>. The artists selected to complete the mural on the Broward County Transit station on M.L.K. Blvd will also be attending, and the purpose of the workshop is to inform the creation of a community action plan so that community input can be gathered regarding the design of the mural. Kelly Ann Maguire volunteered to be the Committee's point-person for this project, and expressed interest in also participating in this workshop.

**H. Update: Public Arts Webpage**

Mr. DeSantis told the Board that a City-run public arts webpage is under construction and that he forwarded to the web-master information regarding the ongoing public art projects that which the Committee is involved. He passed out to all members the text of what he sent to the web-master.

**I. Discussion**

Ms. Gomez related to the Board that several of the Committee members are up for re-appointment.

Ms. Bixler asked if the City will have someone take photos of the Painted Pompano at BaCA to track the progress.

Ms. Gomez stated that the artist contract requires that the artist take photos that track their progress.

**J. Adjournment**

There being no further business before the Committee, **MOTION** by Terrance Davis and seconded by Eva Bixler to adjourn the meeting. Meeting adjourned at 8:07 PM.

Public Art Committee – January 22, 2015

**NEXT MEETING**

February 26, 2015 @ 5:00 P.M.  
Commission Chambers Conference Room  
100 West Atlantic Blvd., Pompano Beach, FL

**Pompano Beach  
Public Art Committee**

Commission Chambers  
Conference Room

November 19, 2014  
5:00 P.M.

**MINUTES**

**A. Call to Order**

Chair Eva Bixler called the meeting to order at 5:05 pm

**B. Roll Call**

Julia Black Andrews - <i>Absent</i>	Kelly Ann Maguire
Bill Savarese - <i>Absent</i>	Terrence Davis
Bo Holloway - <i>Absent</i>	Antonio Cardozo (Alternate) - <i>Absent</i>
Tobi Aycock	Donna Schorr (Alternate) - <i>Absent</i>
Eva Bixler	

*Others Present:*

Jennifer Gomez	Scott Moore
Scott Reale	Jacqueline Barrett
Hazel Armbrister	Greg Harrison
Matthew DeSantis	Juan Ayala
Matt Edge	Alyona Ushe
Al Huggins	Earl Bosworth

**C. Approval of Minutes –October 23, 2014**

**MOTION** by Eva Bixler and seconded by Tobi Aycock to approve the minutes from the October 23, 2014 meeting including a correction reflecting Donna Schorr's dissenting vote was to not have the images of the winners on the post cards. All voted in favor of the above motion.

**D. Presentation: Broward County Inside / Out Project**

Mr. Bosworth stated that Broward County is celebrating its centennial year from October 2014 through October 2015. October 2-4, 2014 will be the grand finale with celebrations, exhibits, and presentations. The Inside Out project was started by a French graffiti artist named JR. All of the projects done in Broward County will be on the project's website. Broward County is looking to have up to 5,000 photos in projects throughout the county. Submissions should be emailed to [broward100@broward.org](mailto:broward100@broward.org). Each city will either do a call to photographers or will provide them. Broward County will pay the fee for the photographers and for the cost of printing. The

County and Starbucks have offered volunteers for the project. The process will be non-competitive and only requires an idea and a location.

Ms. Gomez asked how many submissions Broward County is looking for and when.

Mr. Bosworth said that the city could submit 2-3 proposals and that they should be timed for a continuous roll of activity.

Mr. Bosworth also stated that the County will also pay for marketing. They currently have a \$1.1 million budget to invest in the project.

There was concern from the committee about the type of adhesive and whether it would damage the buildings.

Mr. Bosworth stated that the adhesive being used is wheat & water, but other adhesive can be used depending on how long the City wants it to last. Broward County will coordinate or work with private property owners to take the photos down.

Mr. Davis asked what the photos would be printed on.

Mr. Bosworth stated that they are usually regular paper. Vinyl can be done, but the cost would have to be split between the County and the City.

Ms. Bixler asked how long the photos would last.

Mr. Bosworth stated that Broward College's installation has been up for over a month and still looks great.

Ms. Bixler asked if there would be a map of the installations.

Mr. Bosworth said that there would be a map on the website. The County would then create flyers and hopefully add them to art walks.

Ms. Gomez asked if the installation could be completed by the time the fish are painted in March.

Mr. Bosworth stated that it could be done in time to include the installation in a larger comprehensive art reveal for the City.

Ms. Gomez asked everyone attending for their ideas. The following ideas were shared with the committee:

Ms. Barrett suggested photos on the amphitheater dome or stage, Hillsboro Inlet Bridge.

Mr. Moore added that there are over 200 volunteer coaches and other volunteers in the Parks and Recreation; the football program (McNair Park) has 200-300 kids and is going to its second national championship; pictures of the dogs in the dog park

Mr. Harrison suggested the pier before it is torn down

Mr. Davis suggested Photoshopping Blanche Ely to be with children, Collier City because it bills itself as Multicultural, and the fake lighthouse on Atlantic Boulevard.

Ms. Gomez added that BaCA should be included if possible and the driveway up to the Sample-MacDougal house could be used.

Ms. Armbrister suggested the Haitian Baptist Church across from the bus terminal be used as a way to represent the historical Downtown as a celebration of those who use the public transit every day.

Ms. Maguire suggested public servants perhaps at City Hall.

Ms. Aycock suggested that an installation in the downtown area be to celebrate the City's pioneers or neighborhood mentors.

Ms. Bixler suggested that a large choir be photographed in their robes for the church.

Mr. Bosworth added that sponsorship kits are available on the website. Most corporate sponsors have custom sponsorships.

Ms. Gomez asked if there is anything the City could do to make the amphitheater mural a reality?

Mr. Bosworth stated that because of the size of the project, they would want to have a sponsor. The county would add a conservation agreement with the city

Mr. Harrison asked Mr. Bosworth if he would make a presentation to the City Commission in order to get the Mayor and City Manager on board.

Mr. Bosworth said that he would bring a video and present.

Mr. Harrison then asked for a recommendation from the Committee on the record. He also asked the members if they might attend the meeting and speak on behalf of the projects to which the board agreed.

**MOTION** by Eva Bixler and seconded by Terrance Davis to state that the Pompano Beach Public Arts Committee is in favor of Inside Out in various locations throughout the city. All voted in favor of the motion.

Ms. Gomez states that she will work with staff to get the item on the December 9<sup>th</sup> City Commission meeting.

Ms. Aycock will put together applications for the submissions.

**E. Introduction: Alyona Ushe, Executive Director Creative City Collaborative**

Ms. Ushe introduced herself as the director of Creative City Collaborative (currently doing business as Pompano Beach Arts). Pompano Beach Arts is now in charge of overseeing BaCA, events at the Amphitheater, and the cultural center. There have been several events and installations in recent months such as The Doobie Brothers, Melissa Etheridge, and other shows for painters, poets, and musicians. Pompano Beach Arts is trying to come up with a master plan for the Pompano Beach. They want to make the City a venue and a home for artists. They will be hosting the opening exhibit for the fish at BaCA and are hosting several of the artists who will be painting the pompanos.

Mr. Bosworth stated that Broward County wants to help promote the fish.

Ms. Bixler would like to have all art programs in Pompano meet 4 times per year.

Ms. Ushe suggested that they have it at BaCA.

**F. Review Draft Public Art Master Plan**

Ms. Gomez stated that the Master Plan is not ready. The consultants and the City already know the concept, but need to match the funding. The projects will need to be spaced out throughout the year because of the potential workload. A draft of the Master Plan will be sent out electronically by December 18.

The committee expressed concerns of timing, spacing, scheduling, and budget for future projects.

 **G.**

**Update: Painted Pompano**

**Painted Pompano Postcards**

Ms. Barrett created the first draft of the postcards. The design on the address and text side of the postcards were designed without text at the bottom half of the left side due to postal regulations.

Ms. Maguire would like to use the same layout as the postcard for marketing.

Ms. Bixler wants the City to provide marketing materials to promote the fish for public places.

**Ms. Bixler would like the promotional materials by the next Public Art Committee meeting. (500 prints with text re: email group) (215 postcards)**

Ms. Gomez informed the board that although the postcard is now approved, she has not gotten all of the applicant's names and addresses back from the committee in order to send them out.

Ms. Aycock offered to help the other board members enter the artists' addresses.

Ms. Gomez stated that the email addresses of the applicants would be kept to be used for future calls to artists. Barefoot mailman submitters' email addresses will also be entered into the database by Matthew DeSantis. The artists' network sign up form can be found at [pompanobeachfl.org/artists](http://pompanobeachfl.org/artists).

#### **Painted Pompano Statues**

Ms. Maguire reached out to Sherwin Williams and they said they did not know if their color would last on the fish. They have a Representative who wants to speak with the artists directly.

Mr. Davis said that the shiny paint will need an extremely long drying time, but it is archival quality.

Ms. Gomez passed out the images of the master mold that will be used to cast the fish. She said that the fish looked like what had been discussed, but the base was given as square.

The board all agreed that the base needs to be round. One of the designs depends on it.

Ms. Gomez informed the board that the fish will be located at BaCA for the artists to transform, unless they requested to take them home. The final weight would be around 120 to 150 lbs., so if the artists they take the statues home, they will most likely have to do a waiver. A secretary from the City contacted the winning artists and all expressed interest in completing the project, so the alternates will not be used unless something comes up later.

Mr. Davis presented his map of the proposed area and invited the board to work on a plan to select locations for each individual fish. He separated the fish into three categories defined by the areas in which they would be

placed. The "Atlantic Boulevard" locations would host fish that reflect the areas around them. The "Beach" locations would host beachy and water-related designs. The "West Side" locations would host the most avant-garde designs since the area is the center for the arts. The following is a summary of the locations of each fish and a reason for each location separated into three categories:

**Atlantic Boulevard:**

Anatomy of Pompano: By City Hall because of the map motif

Mermaid: Iguana Park because of the bright colors and high-visibility area

Splendid Splash: McNab Park because of the banks and Chamber of Commerce in the area

**Beach:**

Yellow Polka Dots: Pompano Beach Boulevard because of the beachy theme

Pop Pop's Pompano: Pompano Beach Boulevard because of the fishing theme and between Yellow Polka Dots and Leaping Lady because it is a softer image

Leaping Lady: Pompano Beach Boulevard because of the ocean theme

Big Fish, Small Pond: Ocean Boulevard because of the water-related theme

Pompano Romp: North Riverside Drive because of the koi pond-like colors

Pompano Sparkle: 28<sup>th</sup> Avenue because of its finish and colors would go well by the sea

**West Side:**

Rusty Guppy: By BaCA because of its artistic quality

Chrome Pompano: W 2<sup>nd</sup> Avenue because it should be around buildings or activity so that it can reflect something

Colors of Pompano: Annie Adderly Gillis Park because of its cultural theme and because the color would look nice against the green of the park

Mr. Davis also stated that the second part of deciding where the fish will be is to determine orientation and exact placement. He volunteered to be at the installation of the fish with the artist and requested that someone else from the committee be there as well. Ms. Aycock volunteered to join as did Ms. Gomez who will reach out to the Parks and Recreation Director and Public Works Director for their attendance.

Ms. Gomez stated that there should be two trips. The first trip should be to select the exact siting with plans. The second trip should be the positioning.

The board expressed concerns with foot, street, and other traffic and how the siting of the fish would interact with passersby. The decisions of how the fish will be positioned won't be decided by committee.

**MOTION** by Eva Bixler and seconded by Kelly Ann Maguire to approve locations of the fish based on the locations based on the map as outlined above. All voted in favor of the motion.

#### **H. Update: Utility Wraps Project**

Ms. Gomez stated that there are only 30 lights in the area originally discussed so A1A or Federal Highway could be added.

Mr. Davis said that he would prefer Federal Highway because there is already a plan to put art on A1A and Federal Highway looks dingy and does not have future art plans

Ms. Gomez stated that there are only a couple of traffic lights that could receive the wraps on A1A because of size and location constraints. Any additional boxes would keep the Beach Loop's maritime theme. She also noted that Martin Luther King Boulevard is recognized as the educational corridor into Coconut Creek and Margate. The artists could do an educational/mentors/volunteers/public service theme.

The board agrees that the wraps in the education corridor need to be hip.

The board discussed changing the monetary reward that is awarded to the winning artists. Since the original plan has changed, it was decided that all of the wrap designs would be rewarded with an individual monetary amount and that a single artist could claim multiple rewards. It was decided that \$200 per "idea" selected would be an appropriate amount.

Ms. Maguire added that she would like the board to see the ideas from the artists before making the distinction of where they would be located. The artists could come up with five to ten ideas, and one to five of the ideas would be used.

#### **I. 2015 Meeting Schedule**

**MOTION** by Terrance Davis and seconded by Tobi Aycock to approve the 2015 Meeting Schedule as proposed. All voted in favor of the motion.

**J. Discussion**

The board discussed the possibility of having to find a replacement member for the committee. All of the members expressed interest in the new member being a working artist, pompano resident or business owner, or someone who could bring cultural diversity to the board.

**K. Adjournment**

There being no further business before the Committee, **MOTION** by Eva Bixler and seconded by Terrance Davis to adjourn the meeting. Meeting adjourned at 8:03 PM.

**NEXT MEETING**

January 22, 2015 @ 5:00 P.M.

Commission Chambers Conference Room  
100 West Atlantic Blvd., Pompano Beach, FL

Meeting Date: March 24, 2015

Agenda Item 20

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE      A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ORGANIZATIONAL IMPROVEMENT METHODOLOGIES LEADERSHIP TRAINING; PROVIDING AN EFFECTIVE DATE.

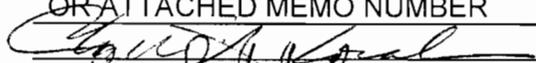
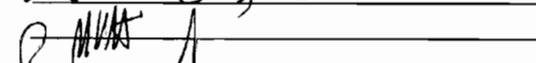
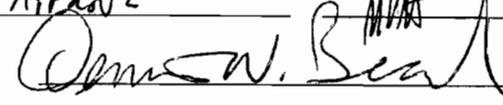
(Fiscal impact:    \$37,500)

Summary of Purpose and Why:

Pompano Beach is requesting the services of Total Quality Management to provide Lean Six Sigma White and Yellow Belt training. Lean Six Sigma quality improvement methods focus on streamlining processes, reducing errors, improving product quality and customer satisfaction. The White Belt training provides an overview of Lean and Six Sigma. Upon obtaining the certified White Belt, staff will be familiar with the basic principles and vocabulary of Lean Six Sigma. Upon obtaining the certified Lean Six Sigma Green Belt, staff will possess a thorough understanding of how to perform and interpret Six Sigma tools and how to use standard principles in Lean.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action:      Budget Office
- (2) Primary staff contact:      Ernesto Reyes – Assistant to the City Manager for Budget and Strategic Planning      Ext.    4601
- (3) Expiration of contract, if applicable:      Upon completion of scope of work.
- (4) Fiscal impact and source of funding:      \$37,500      expensed from 001-1360-513-3160.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	<u>3/12/15</u>	<u>Approve</u>	
Finance	<u>3/16/15</u>	<u>approval</u>	
City Attorney	<u>3/16/15</u>	<u>Approve</u>	
<u>HR</u>	<u>03.18.15</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>
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____



**City Attorney's Communication #2015-704**

March 12, 2015

**TO:** Ernesto Reyes, Assistant to the City Manager  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution - Service Contract / Leadership Training

As requested in your memorandum of March 12, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ORGANIZATIONAL IMPROVEMENT METHODOLOGIES LEADERSHIP TRAINING; PROVIDING AN EFFECTIVE DATE.**

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

GORDON B. LINN

/jrm  
l:cor/mgr/atcm/2015-704

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 SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ORGANIZATIONAL IMPROVEMENT METHODOLOGIES LEADERSHIP TRAINING; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Contract between the City of Pompano Beach and Total Quality Management Services, Inc. for Organizational Improvement Methodologies Leadership Training, a copy of which Contract 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 Contract between the City of Pompano Beach and Total Quality Management Services, 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**

## SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Total Quality Management Services, Inc., hereinafter referred to as "Contractor."

**WHEREAS**, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Lean Six Sigma Leadership Training services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be March 26, 2015. Contractor shall commence Lean Six Sigma Leadership Training services for the City and continue operation through June 30, 2015; **OR** until completion of Scope of Work.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

**Payment of a Fixed Fee of \$7,500 per class.**

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted monthly in advance.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:** Mike Kelly, President, TQMs, Inc.  
Total Quality Management Services, Inc.  
One Old Meadow Way  
Palm Beach Gardens, FL 33418

**If to City:** City of Pompano Beach  
City Manager  
P. O. Box 1300  
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall provide proof of workers compensation insurance in accordance with Florida Statutes 440 or provide the City with a waiver of workers compensation insurance, in accordance with state law.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a

cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. 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:

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

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

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

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_

LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_

DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_ 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 is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR"**

TOTAL QUALITY MGMT. SVCS., INC.  
(Print name of company)

Witnesses:

Janet Appleson  
Mina R. Anderson  
Brandi McCoy

By: Michael R. Kelly

Print Name: MICHAEL R. KELLY

Title: PRESIDENT

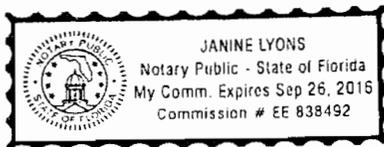
Business License No. N/A

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Michael R. Kelly as President of Total Quality Management Svcs. Inc., A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL Driver's License (type of identification) as identification.

NOTARY'S SEAL:



Janine Lyons  
NOTARY PUBLIC, STATE OF FLORIDA

Janine Lyons  
(Name of Acknowledger Typed, Printed or Stamped)

EE 838492  
Commission Number

l:agr/genl srvs/service contract

# Exhibit “A”

## SCOPE OF SERVICES

### I. **PREPARATION**

#### A. Meet with the COPB leaders as designated to:

- Further understand the culture of the COPB leadership
- Establish expectations, objectives, and needs for the training
- Discuss administration of the training (e.g., City Manager participation, food and beverages, equipment, etc.), and
- Establish criteria for obtaining the LSS Leader certification (e.g., a test).

#### B. Training and Testing

- Training duration: Provide at least five days of Leadership training.
- Follow-up white papers and consulting to support leader effectiveness
- An optional test may be administered during the training

### II. **TQMS RESPONSIBILITIES**

#### A. It will be the responsibility of TQMS to:

- Identify, support, and help realize COPB objectives
- Facilitate the training and provide consultation related to the training plan as needed
- Provide a master copy of training materials
- Support desired training outcomes; as yet undefined

### III. **OBJECTIVE**

- Train approximately 100 City of Pompano Beach (CPB) leaders at all levels in groups not to exceed 20 per session
- Training content to focus on:
  1. Planning – Linkage and focus on COPB Vision, Strategic Goals and Objectives, Projects, Budget, and Project Management Essentials
  2. Process Management – Identification and of core process indicators, targets and gaps; participants bring performance indicators to training; also indicator alignment with FBC, understanding customer requirements, and data collection
  3. Problem Solving – Overview of Lean Six Sigma methodology, and tools
  4. Results Through People – LSS roles and responsibilities, Roadmap for LSS at COPB training plan, leadership fundamentals

Budget Office  
City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg. C Pompano Beach, Florida 33060 | p: 954.786.4098 | f: 954.786.4168



March 11, 2015

Mr. Mike Kelly, President  
Total Quality Management Services, Inc.  
One Old Meadow Way  
Palm Beach Gardens, FL 33418

Dear Mr. Kelly,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 West Atlantic Blvd., Ste. 430, Pompano Beach, 33060. If you have any questions about this letter please telephone me at

Very truly yours,

A handwritten signature in black ink, appearing to read "ERNESTO REYES", written over a horizontal line.

Ernesto Reyes  
Assistant to the City Manager for Budget and Strategic Planning

---

**Vendor/Company Name here** has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida **Vendor/Company Name here**. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

A handwritten signature in black ink, appearing to read "MICHAEL R. KELLY", written over a horizontal line.  
Signature

3/13/2015  
Date

MICHAEL R. KELLY, PRESIDENT  
Name and Title (print)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Total Quality Management Services, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation     S Corporation     Partnership     Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**1 Old Meadow Way**

6 City, state, and ZIP code  
**Palm Beach Gardens, FL 33418**

7 List account number(s) here (optional)

Requester's name and address (optional)  
**City of Pompano Beach  
P.O. Box 1300  
Pompano Beach, FL 33060**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
6	5	-	0	1	4	1	4	8	5

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ *Michael R. Kelly*    Date ▶ **3-13-2015**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Michael R. Kelly  
1 Old Meadow Way  
Palm Beach Gardens, Florida 33418  
o: 561.627.6695  
c: 561.346.8946  
e: kellysonlk@comcast.net

### **SUMMARY OF PROFESSIONAL QUALIFICATIONS**

- Experienced consulting and learning development business owner since 1989
- Extensive background in people development – primarily leadership, lean, and six sigma
- Superb written and oral communication skills, specializing in consolidating key information
- Published author – Everybody’s Problem Solving Handbook, 1991
- Developer of customized programs covering topics such as Strategic Planning, Lean Six Sigma, Process Management, Leadership Development, Team Building, Project and Change Mgmt.
- MBA
- Certified Master Black Belt
- Certified Master Trainer
- Faculty at NextEra University, ING Business School

### **PARTIAL LIST OF CLIENTS**

- |                          |                                 |
|--------------------------|---------------------------------|
| ▪ Union Pacific Railroad | ▪ Aurora Healthcare             |
| ▪ BNSF Railways          | ▪ Coca Cola                     |
| ▪ York International     | ▪ JM Family Enterprises         |
| ▪ Schreiber Foods        | ▪ ING Financial Services        |
| ▪ Cigna HealthCare       | ▪ TIAA-CREF                     |
| ▪ NextEra Energy         | ▪ ETS                           |
| ▪ Holy Cross Hospital    | ▪ Brevard County Government     |
| ▪ Catholic Health East   | ▪ Texas Health Harris Methodist |

### **ACCOMPLISHMENTS**

- 2013, – Developed and implemented a 2-day Process Management Workshop and a 3-day Lean Improvement Workshop at NextEra Energy. Developed a Strategic Plan for the City of Plant City Florida. Developed and conducted White Belt training for the City of Pompano Beach Florida.
- 2012, April – Assisted ETS, Princeton, NJ in developing strategies to address Enterprise Risks. Consulted with Holy Cross Hospital with Strategic Planning.
- 2011-present – Yellowbelt training and consulting at NextEra Energy.
- 2010-present – Developed, consult, and teach Root Cause Analysis at ETS.
- Faculty at ING Business School 2000 to 2012.
- 2007-2010 – Provided Lean Six Sigma training and project consulting to TIAA-CREF, a leading financial services company. Conducted leadership training for Catholic Health East.
- 2006-2008 – Developed a 360<sup>o</sup> safety leadership survey and prepared summary reports for over one thousand leaders of a national construction materials business. Developed and conducted leadership training for Holy Cross Hospital.
- 2005-2007 – Assisted ING Financial Services Asia Pacific Region achieve a hard cost savings >80MM Euros while serving as Master Black Belt to the Chief Operating Officer.
- 2001-2008 – Developed an extensive two-week Basic Leadership program for Florida Power & Light Company, and helped train over 1000 new supervisors. Developed
- 1992 – Authored “Everyone’s Problem Solving Handbook,” (Productivity Press).

## **WORK HISTORY**

1989-PRESENT – Owner, President of Total Quality Management Services, Inc.

1971-1989 – Various positions at Florida Power & Light Co.

1968-1970 – US Army, Vietnam

## **TESTIMONIALS**

- "Mike is a great teacher. Lean Six Sigma became a philosophy of management for me after his training!" *Mauro Muraro, Marketing Manager Conto Arancio, ING Direct*
- "Mike is an organizational savvy and impactful change leader who is very effective at judging what will and will not work in a given environment. His sound underpinnings in training, curriculum development, organizational psychology and dynamics give him a distinct advantage in translating strategic change into practical reality." *Bob Walton, SVP Kaiser Permanente*
- "Mike and I work as Faculty members at the leadership training facility of a global financial institution. Mike brings a wealth of knowledge, both as a manager and as a consultant for over 20 years. He is both a pragmatic and flexible colleague, who is fun to work with. I would highly recommend him!" *Merel Ritsma, Managing Director & Founder, Six Sigma & Lean MERITS (www.merits.nl)*
- "I've known Mike for over 30 years; he has been my mentor for the past 20 or so. He is a terrific person and a great trainer and facilitator. His ability to pull people together is unmatched." *Steve Dickinson, President and CEO, PQS, Inc.*

## **REFERENCES**

Jack Steele, Executive Director The Advisory Board Company 561-596-2573 (m) steelej@advisory.com	Brendan M. Collins, President Leaders' Advantage 561-691-4258 bmcollins@aol.com
Jane Borden, Executive Director Office of Quality, Educational Testing Svc. 660 Rosedale Road, MS 06-C Princeton, NJ 08541 (609) 683-2752   jborden@ets.org	



Meeting Date: March 24, 2015

Agenda Item 21

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE      A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH,  
FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO  
OR MOTION:      EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH  
AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ADVANCED  
ORGANIZATIONAL IMPROVEMENTS METHODOLOGIES LEADERSHIP TRAINING.  
(Fiscal impact: \$65,000)

Summary of Purpose and Why:

Pompano Beach is requesting the services of Total Quality Management to provide Lean Six Sigma White and Yellow Belt training. Lean Six Sigma quality improvement methods focus on streamlining processes, reducing errors, improving product quality and customer satisfaction. The White Belt training provides an overview of Lean and Six Sigma. Upon obtaining the certified White Belt, staff will be familiar with the basic principles and vocabulary of Lean Six Sigma. Upon obtaining the certified Lean Six Sigma Green Belt, staff will possess a thorough understanding of how to perform and interpret Six Sigma tools and how to use standard principles in Lean.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes – Assistant to the City Manager for      Ext. 4601  
Budget and Strategic Planning
- (3) Expiration of contract, if applicable: Upon completion of scope of work.
- (4) Fiscal impact and source of funding: \$65,000  
expensed from 001-1360-513-3160.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	<u>3/12/15</u>	<u>Approve</u>	<u>[Signature]</u>
Finance	<u>3/16/15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>3/17/15</u>	<u>[Signature]</u>	<u>[Signature]</u>

City Manager      [Signature]

ACTION TAKEN BY COMMISSION:

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



**City Attorney's Communication #2015-706**

March 13, 2015

**TO:** Ernesto Reyes, Assistant to the City Manager  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution - Service Contract / Advanced Leadership Training

As requested in your memorandum of March 12, 2015, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ADVANCED ORGANIZATIONAL IMPROVEMENT METHODOLOGIES LEADERSHIP TRAINING; PROVIDING AN EFFECTIVE DATE.**

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

---

GORDON B. LINN

/jrm  
l:cor/mgr/atcm/2015-706

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 SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND TOTAL QUALITY MANAGEMENT SERVICES, INC. FOR ADVANCED ORGANIZATIONAL IMPROVEMENT METHODOLOGIES LEADERSHIP TRAINING; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Contract between the City of Pompano Beach and Total Quality Management Services, Inc. for Advanced Organizational Improvement Methodologies Leadership Training, a copy of which Contract 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 Contract between the City of Pompano Beach and Total Quality Management Services, 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**

## SERVICE CONTRACT

---

---

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Total Quality Management Services, Inc., hereinafter referred to as "Contractor."

**WHEREAS**, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Lean Six Sigma White and Yellow Belt Training services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a one (1) year period. The start of this Agreement shall be April 2, 2015. Contractor shall commence Lean Six Sigma White and Yellow Belt Training services for the City and continue operation through June 30, 2015; **OR** until completion of Scope of Work.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

**Payment of a Fixed Fee of \$2,500 per day (8hrs) for White Belt Training.**

**Payment of a Fixed Fee of \$7,500 per Class for Yellow Belt Training.**

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted monthly in advance.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:** Mike Kelly, President, TQMs, Inc.  
Total Quality Management Services, Inc.  
One Old Meadow Way  
Palm Beach Gardens, FL 33418

**If to City:** City of Pompano Beach  
City Manager  
P. O. Box 1300  
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall provide proof of workers compensation insurance in accordance with Florida Statutes 440 or provide the City with a waiver of workers compensation insurance, in accordance with state law.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. 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:

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

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

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

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

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the

matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_ 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 is personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR"**

Total Quality Mgmt. Svcs., Inc.  
(Print name of company)

Witnesses:

Mark Johnson  
Tina Anderson  
Brandy Merroy

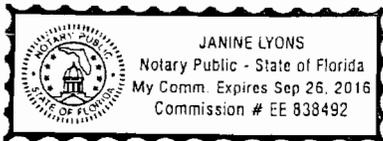
By: Michael R. Kelly  
Print Name: MICHAEL R. KELLY  
Title: PRESIDENT  
Business License No. N/A

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Michael R. Kelly as President of Total Quality Management Svcs Inc. A Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FL DRIVER'S LICENSE (type of identification) as identification.

NOTARY'S SEAL:



Janine Lyons  
NOTARY PUBLIC, STATE OF FLORIDA  
Janine Lyons  
(Name of Acknowledger Typed, Printed or Stamped)  
EE 838492  
Commission Number

l:agr/genl srvs/service contract

# Exhibit “A”

## SCOPE OF SERVICES

### I. PREPARATION

#### A. Meet with the CPB Administration Leadership Team to:

- Understand the culture of the CPB Administration
- Establish expectations, objectives, and needs for the training.
- Identify related core processes, key metrics, and performance improvement priorities
- Establish criteria for obtaining the White Belt certification (e.g., a test, improve something, complete online tutorial, etc.)
- Consider ‘next steps’ following the training; what the training should prepare people to do
- Discuss administration of the training (e.g., Lead Team participation, food and beverages, equipment, etc.)

## White Belt Training Course Overview

### II. TRAINING

#### A. Training

- Training duration: Provide at least eleven days of White Belt training.
- Train approximately 550 City of Pompano Beach (CPB) white belt participants not to exceed 25 per session.

#### B. Training content to focus on:

- Process Control Plan
- Introduction to Lean, lean tools, and types of waste
- Overview of Six Sigma, DMAIC methodology, and variation

### III. OBJECTIVE

#### A. After completing this workshop those attending will be able to:

- Relate Lean Six Sigma concepts to the overall business objectives.
- Lend support to process improvement projects as a Team Member.
- Participate in improving productivity.
- Help identify and reduce waste to increase customer satisfaction.
- Communicate using Lean Six Sigma concepts.

## Yellow Belt Training Course Overview

### IV. TRAINING

#### A. Training

- Training duration: Provide at least five Class sessions of Yellow Belt training.
- Train approximately 100 City of Pompano Beach (CPB) yellow belt participants not to exceed 20 per session.

### V. OBJECTIVE

#### A. After completing this workshop those attending will be able to:

- Relate Lean Six Sigma concepts to the overall business objectives.
- Communicate using Lean Six Sigma terminology.
- Participate in the development or refinement of a project charter.
- Use the five-step DMAIC model to improve processes.
- Build and interpret fundamental quality and lean tools.
- Identify the root causes and implement improvement ideas.

## TQM'S RESPONSIBILITIES

#### A. Early stages of a Lean Six Sigma deployment initiative can be challenging. It is essential for success to create an infrastructure and improvement plan that works best for your Vision and Strategic Goals. Deployment options that may work within your culture and environment include:

- Build an improvement organization, or develop independent improvement specialists - belts?
- Fix current problems, or evolve a culture that embraces continuous improvement throughout the organization?

Create a long-term process management organization?

Answers to these questions are dependent on multiple variables including:

- Level of involvement desired by organizational leadership
- Size of workforce
- Proportion of employees that will participate
- Managing at multiple locations
- Ability of your departments to work well together

In addition to learning the basics about Lean and Six Sigma, developing the answers should be addressed as part of the Executive Team training.

#### B. Training may require Pre-work.

- C. Training materials provided by TQMS, Inc. to include Master files in MS Word, PowerPoint, and pdf formats.
- D. Course outline, learning objectives, and flow to be agreed upon by both TQMS, Inc. and COPB prior to commencement of training.
- E. Criteria for obtaining the training certification to be agreed upon by both TQMS, Inc. and COPB prior to commencement of training.
- F. Agree upon administration of the training (e.g., Leadership participation, location, food and beverages, equipment, laptops, etc.).
- G. Participants may use paper workbooks as provided by COPB, or computers, also provided by COPB, to view and take notes from pdf files. Computers must be equipped with MS Excel 2010 and Adobe Reader XI when necessary for reading and taking notes with pdf file.
- H. A standardized test will be administered following the training.
- I. Participants will have access to numerous templates, tool explanations, and other resources necessary to be functioning project contribute.

#### **CITY OF POMPANO BEACH'S RESPONSIBILITIES**

It will be the City's responsibility to:

- A. Define responses for Scope of Services/Preparation
- B. Provide a training venue, including equipment, conducive to learning
- C. Provide for participant learning needs (e.g., materials, food & beverages, time)
- D. Support desired training outcomes; as yet undefined



March 11, 2015

Mr. Mike Kelly, President  
Total Quality Management Services, Inc.  
One Old Meadow Way  
Palm Beach Gardens, FL 33418

Dear Mr. Kelly,

Your company has fewer than four employees, and you have elected not to purchase Workers' Compensation insurance to cover these employees. The State of Florida allows your company to operate without insurance, however, you are required by the State to "post clear written notice in a conspicuous location at each worksite directed to all employees and other persons performing services at the worksite of their lack of entitlement to benefits" as described in Chapter 440 of the Florida Statutes.

The City of Pompano Beach requires: **ALL CONTRACTORS MUST AGREE TO BE RESPONSIBLE FOR THE EMPLOYMENT, CONTROL AND CONDUCT OF THEIR EMPLOYEES AND FOR ANY INJURY SUSTAINED BY SUCH EMPLOYEES IN THE COURSE OF THEIR EMPLOYMENT.**

Please sign the area below acknowledging your compliance with the above requirements. Return this original letter to me at 100 West Atlantic Blvd., Ste. 430, Pompano Beach, 33060. If you have any questions about this letter please telephone me at

Very truly yours,

A handwritten signature in black ink, appearing to read "ERNESTO REYES".

Ernesto Reyes  
Assistant to the City Manager for Budget and Strategic Planning

---

**Vendor/Company Name here** has posted notice(s) declaring the absence of Workers' Compensation insurance coverage, as required by the State of Florida **Vendor/Company Name here**. agrees to be responsible for the employment, control and conduct of our employees and for any injury sustained by such employees in the course of their employment.

A handwritten signature in black ink, appearing to read "MICHAEL R. KELLY".  
\_\_\_\_\_  
Signature

3/13/2015  
Date

MICHAEL R. KELLY, PRESIDENT  
Name and Title (print)





**Michael R. Kelly**  
1 Old Meadow Way  
Palm Beach Gardens, Florida 33418  
o: 561.627.6695  
c: 561.346.8946  
e: kellysonk@comcast.net

### **SUMMARY OF PROFESSIONAL QUALIFICATIONS**

- Experienced consulting and learning development business owner since 1989
- Extensive background in people development – primarily leadership, lean, and six sigma
- Superb written and oral communication skills, specializing in consolidating key information
- Published author – Everybody’s Problem Solving Handbook, 1991
- Developer of customized programs covering topics such as Strategic Planning, Lean Six Sigma, Process Management, Leadership Development, Team Building, Project and Change Mgmt.
- MBA
- Certified Master Black Belt
- Certified Master Trainer
- Faculty at NextEra University, ING Business School

### **PARTIAL LIST OF CLIENTS**

- |                          |                                 |
|--------------------------|---------------------------------|
| ▪ Union Pacific Railroad | ▪ Aurora Healthcare             |
| ▪ BNSF Railways          | ▪ Coca Cola                     |
| ▪ York International     | ▪ JM Family Enterprises         |
| ▪ Schreiber Foods        | ▪ ING Financial Services        |
| ▪ Cigna HealthCare       | ▪ TIAA-CREF                     |
| ▪ NextEra Energy         | ▪ ETS                           |
| ▪ Holy Cross Hospital    | ▪ Brevard County Government     |
| ▪ Catholic Health East   | ▪ Texas Health Harris Methodist |

### **ACCOMPLISHMENTS**

- 2013, – Developed and implemented a 2-day Process Management Workshop and a 3-day Lean Improvement Workshop at NextEra Energy. Developed a Strategic Plan for the City of Plant City Florida. Developed and conducted White Belt training for the City of Pompano Beach Florida.
- 2012, April – Assisted ETS, Princeton, NJ in developing strategies to address Enterprise Risks. Consulted with Holy Cross Hospital with Strategic Planning.
- 2011-present – Yellowbelt training and consulting at NextEra Energy.
- 2010-present – Developed, consult, and teach Root Cause Analysis at ETS.
- Faculty at ING Business School 2000 to 2012.
- 2007-2010 – Provided Lean Six Sigma training and project consulting to TIAA-CREF, a leading financial services company. Conducted leadership training for Catholic Health East.
- 2006-2008 – Developed a 360<sup>o</sup> safety leadership survey and prepared summary reports for over one thousand leaders of a national construction materials business. Developed and conducted leadership training for Holy Cross Hospital.
- 2005-2007 – Assisted ING Financial Services Asia Pacific Region achieve a hard cost savings >80MM Euros while serving as Master Black Belt to the Chief Operating Officer.
- 2001-2008 – Developed an extensive two-week Basic Leadership program for Florida Power & Light Company, and helped train over 1000 new supervisors. Developed
- 1992 – Authored “Everyone’s Problem Solving Handbook,” (Productivity Press).

## **WORK HISTORY**

1989-PRESENT – Owner, President of Total Quality Management Services, Inc.

1971-1989 – Various positions at Florida Power & Light Co.

1968-1970 – US Army, Vietnam

## **TESTIMONIALS**

- “Mike is a great teacher. Lean Six Sigma became a philosophy of management for me after his training!” *Mauro Muraro, Marketing Manager Conto Arancio, ING Direct*
- “Mike is an organizational savvy and impactful change leader who is very effective at judging what will and will not work in a given environment. His sound underpinnings in training, curriculum development, organizational psychology and dynamics give him a distinct advantage in translating strategic change into practical reality.” *Bob Walton, SVP Kaiser Permanente*
- “Mike and I work as Faculty members at the leadership training facility of a global financial institution. Mike brings a wealth of knowledge, both as a manager and as a consultant for over 20 years. He is both a pragmatic and flexible colleague, who is fun to work with. I would highly recommend him!” *Merel Ritsma, Managing Director & Founder, Six Sigma & Lean MERITS (www.merits.nl)*
- “I’ve known Mike for over 30 years; he has been my mentor for the past 20 or so. He is a terrific person and a great trainer and facilitator. His ability to pull people together is unmatched.” *Steve Dickinson, President and CEO, PQS, Inc.*

## **REFERENCES**

Jack Steele, Executive Director The Advisory Board Company 561-596-2573 (m) steelej@advisory.com	Brendan M. Collins, President Leaders’ Advantage 561-691-4258 bmcollins@aol.com
Jane Borden, Executive Director Office of Quality, Educational Testing Svc. 660 Rosedale Road, MS 06-C Princeton, NJ 08541 (609) 683-2752   jborden@ets.org	



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, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2015 THROUGH 2019 TO INCLUDE A PROJECT FOR McNAIR PARK CONCESSION/RESTROOM REPLACEMENT; ESTABLISHING THE APPROPRIATE BUDGET FOR FY 2015; PROVIDING AN EFFECTIVE DATE. (Fiscal impact: \$90,000.00)

**Summary of Purpose and Why:**

Design/Build of complete interior upgrades to the restroom and concession building at McNair Park. The existing facility is in fair condition but no longer meets the needs of the park.



Accomplishing this item supports achieving initiative "2.6 Improve City parks" identified in the City's Great Places Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan/ Tammy Good, PMP Ext 4507/ 5512
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP Project #15-274 302-7552-572-65xx From Fund Balance

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	<u>3/17/15</u>	APPROVE	<u>Robert A. McCaughan</u>
Parks & Recreation	<u>3-18-15</u>	APPROVE	<u>Tammy Good</u>
City Attorney	<u>3/17/15</u>	APPROVE	<u>John B. ...</u>
Finance	<u>3/17/15</u>	APPROVE	<u>A. J. ...</u>
Budget	<u>3/17/15</u>	APPROVE	<u>Robert A. McCaughan</u>
PURCHASING	<u>3/17/15</u>	APPROVE	<u>...</u>
Advisory Board			
Development Services Director			
X City Manager	<u>[Signature]</u>		<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-\_\_\_\_\_

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2015 THROUGH 2019 TO INCLUDE A PROJECT FOR MCNAIR PARK CONCESSION/RESTROOM UPGRADES; ESTABLISHING THE APPROPRIATE BUDGET FOR FY 2015; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission has adopted a Five Year Capital Improvement Plan for the City of Pompano Beach for fiscal years 2015 through 2019 by Resolution No. 2015-17; and

**WHEREAS**, the said Capital Improvement Plan did not include a project for the McNair Park Concession/Restroom Upgrades; and

**WHEREAS**, it is the desire of the City Commission to commence said project; now, therefore,

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

**SECTION 1.** That the Capital Improvement Plan for the City of Pompano Beach for Fiscal Years 2015 through 2019 be amended to include the proposed Capital Improvement Project for upgrading the interior restrooms and concession space at McNair Park; said project more particularly described in Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That an additional budget of \$90,000 of capital project's funds be established for fiscal year 2015.

**SECTION 3.** That the completion of the plan for said project be scheduled for fiscal year 2015.

**SECTION 4.** That this Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
3/13/15  
l:reso/2015-258

## CAPITAL IMPROVEMENT PLAN JUSTIFICATION FORM

1. Purpose of CIP Justification Form:

Add new item to CIP     Modify existing project

2. Project Name/ Number: Interior Upgrades to Restroom/Concession at McNair Park/15-274

3. Department: Public Works/ Engineering

4. Project Estimate and Justification

Element/Object	FY 15-19 Request	Justification
<u>65-01</u> Program Administration/ Design	5,000	1% of project construction cost
<u>65-02</u> City Fees	5,000	Explain basis for estimated fees: City Administration Staff
<u>65-03</u> Outside Consulting/ Design		___% of project construction cost
<u>65-04</u> Other Professional Fees		
<u>65-05</u> Permit Fees	\$5,000	
<u>65-06</u> Scoping Fees		
<u>65-07</u> Survey Fees		
<u>65-08</u> Right-of-Way (R.O.W.) Acquisition		@ _____ per square foot
<u>65-09</u> Land Acquisition		___ acres @ \$_ per acre ___ Other (explain)
<u>65-10</u> Furnishings		Explain
<u>65-11</u> New Equipment		
<u>65-12</u> Construction	75,000	Explain basis for estimate: ___sq. feet @ \$___ per sq. foot
<u>65-13</u> Legal Fees		Explain
<u>65-18</u> Utility/PW In-house Labor		
<u>65-19</u> CD/In-house Force Labor		___% of project construction cost
<u>65-20</u> Project Contingency		Contingencies – ___% of construction = \$
<b>Project Total:</b>	<b>\$90,000</b>	

5. Project Status:  Design Phase  Land Acquisition Phase  Construction Phase

6. Basis for Construction  On-Site Visits  Design Plans  Consultation w/ Consultant/Contractor  
Estimates:  Developed by Architect/Engineer  Similar Work Experience

7. **Project Priority and Ranking by Department:** Please provide a priority ranking (Priority A, 1, 3 or 3) and relative numerical ranking for this project if your department is submitting more than one project for consideration in the Capital Improvement Plan.

Project Priority : 1

Project Ranking by department: 1

8. **Project description/justification:** The project description/justification is a synopsis of the particular capital improvement project. The project description should be concise and include a clear description of the project, location, background and other pertinent facts about the project.

The restroom/concession building is heavily used and in need of interior upgrades. The existing structure is fair condition but the interior space no longer meets the needs of the park. The Parks & Recreation Master Plan recommends the entire park and all facilities be replaced/renovated in the future which is the basis for upgrades vs. completely new facility at this time.

9. **Annual Operations and Maintenance Costs:** Please complete all applicable questions that pertain to the annual operations and maintenance costs associated with the proposed project.

A) New Positions

Will new positions be required? Yes \_\_\_\_\_ No X

If yes, indicate the number of new positions to be added, whether the positions will be part-time or full-time, and the pay grade.

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B) Operations

1) Will any of the following services be required after the proposed project's completion?

Service	Yes	No	Estimated Annual Expenditure
Water & Sewer			
Electricity			
Gas			

**C) Capital Equipment**

List any capital greater than \$750 that will need to be purchased upon completion of the project. Make sure to include estimated costs and life cycle

Item	Cost	Life Cycle

**D) Other Operating & Maintenance Costs:**

10. Department Head Approval: Roberta Date: 3/11/15

11. Planning & Zoning Division Approval: \_\_\_\_\_ Date: \_\_\_\_\_

12. City Engineer Approval: Alexander Duf Date: 3-11-15

13. Project Timing and Programming

**Project Timetable & Programming of Funds**

Quarters	FY 14				FY 15				FY 16				FY 17				FY 18				FY 19			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Program Admin./ Design (65-01)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					\$5,000				\$				\$				\$							
City Fees: (65-02)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$				\$5,000								\$				\$							
Outside Consulting & Design: (65-03)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Other Professional Fees; (65-04)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Permit Fees: (65-05)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$5,000				\$				\$				\$							
Scoping Fees: (65-06)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
R-O-W Acquisition: (65-08)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
New Equipment (65-11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Construction: (65-12)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																				
	\$				\$75,000				\$				\$				\$							
CD/In-house Force Labor: (65-19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Project Contingency: (65-20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
<b>Totals =</b>	\$				\$ 90,000				\$				\$				\$							



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, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2015 THROUGH 2019 TO INCLUDE A PLANNING AND DESIGN PROJECT FOR MITCHELL MOORE PARK CONCESSION/RESTROOM REPLACEMENT; ESTABLISHING THE APPROPRIATE BUDGET FOR FY 2015; PROVIDING AN EFFECTIVE DATE. FISCAL IMPACT \$80,000.

**Summary of Purpose and Why:**

Design and construction of a replacement restroom and concession building at Mitchell Moore Park. The existing facility is too small and not in good condition. A complete replacement is recommended.



Accomplishing this item supports achieving initiative "2.6 Improve City parks" identified in the City's Great Places Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan/ Tammy Good, PMP Ext 4507/ 5512
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: CIP Project #15-273 302-7551-572-65xx from fund balance

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	<u>3/17/15</u>	APPROVE	<u>Robert A. McCaughan</u>
Parks & Recreation	<u>3/18/15</u>	APPROVE	<u>Tammy Good</u>
City Attorney	<u>3/17/15</u>	APPROVE	<u>John B. ...</u>
Finance	<u>3/17/15</u>	APPROVE	<u>Seamus ...</u>
Budget	<u>3/17/15</u>	APPROVE	<u>...</u>
<u>PURCHASING</u>	<u>3/17/15</u>	APPROVE	<u>...</u>
Advisory Board			
Development Services Director			
<input checked="" type="checkbox"/> City Manager <u>...</u>			<u>...</u>

ACTION TAKEN BY COMMISSION:

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

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING THE CAPITAL IMPROVEMENT PLAN FOR THE CITY OF POMPANO BEACH FOR FISCAL YEARS 2015 THROUGH 2019 TO INCLUDE A PLANNING AND DESIGN PROJECT FOR MITCHELL MOORE PARK CONCESSION/RESTROOM REPLACEMENT; ESTABLISHING THE APPROPRIATE BUDGET FOR FY 2015; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission has adopted a Five Year Capital Improvement Plan for the City of Pompano Beach for fiscal years 2015 through 2019 by Resolution No. 2015-17; and

**WHEREAS**, the said Capital Improvement Plan did not include a planning and design project for the Mitchell Moore Park Concession/Restroom Replacement; and

**WHEREAS**, it is the desire of the City Commission to commence said project; now, therefore,

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

**SECTION 1.** That the Capital Improvement Plan for the City of Pompano Beach for Fiscal Years 2015 through 2019 be amended to include the proposed Capital Improvement planning and design project for demolishing and replacing the concession/restroom building at Mitchell Moore Park; said project more particularly described in Exhibit “A” attached hereto and made a part hereof.

**SECTION 2.** That an additional budget of \$80,000 of capital project’s funds be established for fiscal year 2015.

**SECTION 3.** That the completion of the planning and design for said project be scheduled for fiscal year 2015.

**SECTION 4.** That this Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
3/19/15  
l:reso/2015-259

## CAPITAL IMPROVEMENT PLAN JUSTIFICATION FORM

**1. Purpose of CIP Justification Form:**

Add new item to CIP     Modify existing project

**2. Project Name/ Number: New**

Restroom/Concession at Mitchell Moore Park/15-273

**3. Department: Public Works/ Engineering**

**4. Project Estimate and Justification**

Element/Object	FY 15-19 Request	Justification
<u>65-01</u> Program Administration/ Design	5,000	___% of project construction cost
<u>65-02</u> City Fees		Explain basis for estimated fees: City Administration Staff
<u>65-03</u> Outside Consulting/ Design	75,000	___% of project construction cost
<u>65-04</u> Other Professional Fees		
<u>65-05</u> Permit Fees		
<u>65-06</u> Scoping Fees		
<u>65-07</u> Survey Fees		
<u>65-08</u> Right-of-Way (R.O.W.) Acquisition		@ _____ per square foot
<u>65-09</u> Land Acquisition		_____ acres @ \$__ per acre _____ Other (explain)
<u>65-10</u> Furnishings		Explain
<u>65-11</u> New Equipment		
<u>65-12</u> Construction		Explain basis for estimate: _____ sq. feet @ \$__ per sq. foot
<u>65-13</u> Legal Fees		Explain
<u>65-18</u> Utility/PW In-house Labor		
<u>65-19</u> CD/In-house Force Labor		_____ % of project construction cost
<u>65-20</u> Project Contingency		Contingencies – ___% of construction = \$
<b>Project Total:</b>	<b>\$80,000</b>	

5. Project Status:  Design Phase  Land Acquisition Phase  Construction Phase

6. Basis for Construction  On-Site Visits  Design Plans  Consultation w/ Consultant/Contractor  
Estimates:  Developed by Architect/Engineer  Similar Work Experience

7. **Project Priority and Ranking by Department:** Please provide a priority ranking (Priority A, 1, 3 or 3) and relative numerical ranking for this project if your department is submitting more than one project for consideration in the Capital Improvement Plan.

Project Priority : 1

Project Ranking by department: 1

8. **Project description/justification:** The project description/justification is a synopsis of the particular capital improvement project. The project description should be concise and include a clear description of the project, location, background and other pertinent facts about the project.

The restroom/concession building is heavily used and in need of expansion and renovation. The existing facility is at end-of life and no longer meets current needs of the park.

9. **Annual Operations and Maintenance Costs:** Please complete all applicable questions that pertain to the annual operations and maintenance costs associated with the proposed project.

A) New Positions

Will new positions be required? Yes \_\_\_\_\_ No X

If yes, indicate the number of new positions to be added, whether the positions will be part-time or full-time, and the pay grade.

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B) Operations

1) Will any of the following services be required after the proposed project's completion?

Service	Yes	No	Estimated Annual Expenditure
Water & Sewer			
Electricity			
Gas			

**C) Capital Equipment**

List any capital greater than \$750 that will need to be purchased upon completion of the project. Make sure to include estimated costs and life cycle

Item	Cost	Life Cycle

**D) Other Operating & Maintenance Costs:**

10. Department Head Approval: *Rolyn* Date: 3/19/15

11. Planning & Zoning Division Approval: \_\_\_\_\_ Date: \_\_\_\_\_

12. City Engineer Approval: *Rolyn* Date: 3/19/15

13. Project Timing and Programming

**Project Timetable & Programming of Funds**

Quarters	FY 14				FY 15				FY 16				FY 17				FY 18				FY 19			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
Program Admin./ Design (65-01)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					\$5,000					\$					\$					\$				
City Fees: (65-02)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$								\$				\$							
Outside Consulting & Design: (65-03)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
					\$75,000					\$					\$					\$				
Other Professional Fees; (65-04)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Permit Fees: (65-05)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Scoping Fees: (65-06)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
R-O-W Acquisition: (65-08)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
New Equipment (65-11)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Construction: (65-12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
CD/In-house Force Labor: (65-19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
Project Contingency: (65-20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	\$				\$				\$				\$				\$							
<b>Totals =</b>	\$				\$ 80,000				\$				\$				\$							



Meeting Date: 3/24/15

Agenda Item 24

REQUESTED COMMISSION ACTION:

X Consent \_\_\_ Ordinance X Resolution \_\_\_ Consideration \_\_\_ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC. TO PROVIDE JOBS APPRENTICESHIP AND MENTORING OPPORTUNITIES TO AT-RISK YOUTH IN POMPANO BEACH; PROVIDING AN EFFECTIVE DATE. (Cost: \$125,000.00)

Summary of Purpose and Why: This is the third year of the City's sponsorship of the Work In Progress Program. This funding would be used for students between the ages of 13-15, who seek valuable work experience by volunteering for summer employment opportunities. The purpose of the program is to provide mentorship and apprenticeship to meet the needs of our local youth by placing them under the guidance of various businesses around the City of Pompano Beach.

Last year the City provided \$145,000.00 to mentor 88 Pompano Beach students and \$80,000.00 in 2013 for 52 students. The amount being requested this year is \$125,000.00 to mentor 50-60 students. This program will be managed by the New Horizon Community Development Corporation, Inc. (NHCDC, Inc.). NHCDC, Inc. is a Pompano Beach non-profit that has been in operation for 18 years.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Commissioner
(2) Primary staff contact: Phyllis A. Korab, ACM Ext. 4608
(3) Expiration of contract, if applicable: July 31, 2015
(4) Fiscal impact and source of funding: \$125,000.00 from the General Fund (Working Cap Reserve)

Table with 2 columns: DEPARTMENTAL COORDINATION and DATE. Rows include City Attorney, Budget Office, Finance Department, and Risk Management with dates around 3/17/15.

DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER. Includes handwritten signatures and 'APPROVE' stamps.

X City Manager [Signature] [Signature]

Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows for 1st and 2nd Reading.



2015 MAR 16 PM 3:28

**City Attorney's Communication #2015-714**

March 16, 2015

**TO:** Phyllis A. Korab, Assistant City Manager

**FROM:** Gordon B. Linn, City Attorney

**RE:** Resolution – Miscellaneous Appropriations Agreement / New Horizon Community Development Corporation, Inc.

As requested in your memorandum dated March 16, 2015, I have prepared and attached the following captioned resolution:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPAÑO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC. TO PROVIDE JOBS APPRENTICESHIP AND MENTORING OPPORTUNITIES TO AT-RISK YOUTH IN POMPAÑO BEACH; PROVIDING AN EFFECTIVE DATE.**

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

  
GORDON B. LINN

GBL/jrm  
l:cor/mgr/acm/2015-714

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 MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC. TO PROVIDE JOBS APPRENTICESHIP AND MENTORING OPPORTUNITIES TO AT-RISK YOUTH IN POMPANO BEACH; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Miscellaneous Appropriations Agreement between the City of Pompano Beach and New Horizon Community Development Corporation, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and New Horizon Community Development Corporation, 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**

**MISCELLANEOUS APPROPRIATIONS AGREEMENT  
BETWEEN THE  
CITY OF POMPANO BEACH  
AND  
NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC.**

THIS AGREEMENT made and entered into in duplicate on this \_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY of Pompano Beach, a municipal corporation of the State of Florida, hereinafter the "CITY"

and

**New Horizon Community Development Corporation, Inc.** a Florida corporation authorized to do business in the State of Florida, whose principal office is located at **1518 NW 17 Avenue, Pompano Beach, Florida 33069**, hereinafter referred to as "RECIPIENT".

WITNESSETH:

WHEREAS, the CITY of Pompano Beach has appropriated for its current Fiscal Year 2014-15 (October 1<sup>st</sup> through September 30<sup>th</sup>), the sum of **\$125,000.00** to RECIPIENT, to conduct a program entitled, "**Work In Progress Program**" and activities as described in *Addendum "I"* which is attached hereto and incorporated herein by reference, for the period beginning June 8, 2015 and ending July 31, 2015; and

WHEREAS, it is in the best interest of the CITY of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1.) Obligations of Recipient. RECIPIENT agrees to do as follows:
  - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
  - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment Agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
  - c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section

501(C)(3) and Section 501(A) of the Internal Revenue Code; and

- d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive guidelines; and
- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any Agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY of Pompano Beach under this Agreement; and
- i) To consent to:
  - (1) Such audits of the financial affairs of the RECIPIENT by the CITY of Pompano Beach Internal Auditor as the CITY may require; and
  - (2) Producing all documents required by the Internal Auditor; and
  - (3) In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the CITY of Pompano Beach, furnish the CITY of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United State and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
  - (4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of

revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the Recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 15th of each fiscal year; and

- (5) Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this Agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
  
- j) To operate the program or activity generally described herein and more particularly described in *Addendum "1"* to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the CITY of Pompano Beach's written approval. The RECIPIENT must furnish the CITY of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
  
- 2.) Term. This Agreement shall become effective on the 8th day of June 2015, and shall terminate on the 31<sup>st</sup> day of July 2015, unless canceled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
  
- 3.) Compensation. The City of Pompano Beach agrees to advance RECIPIENT the sum of **\$125,000.00** for the program or activity.
  - a) CITY of Pompano Beach funds will be advanced in three installments:
    - Monday, June 15, 2015 - \$43,750.00
    - Monday July 13, 2015 - \$43,750.00
    - Monday, August 10, 2015 - \$37,500.00
  
  - b) Prior to the July 13, 2015 payment, RECIPIENT shall be required to provide properly documented receipts reflecting amounts spend or encumbered for services rendered between June 8 and July 10, 2015. Acceptable documentation shall include but not be limited to cancelled checks (front and back of checks), signed time sheets (by employees and supervisors), purchase receipts and paid invoices, or a combination thereof. Such submittals must generally have sufficient supporting documentation to validate that funds

have been paid or encumbered by RECIPIENT. In lieu of a copy of the back of cancelled checks, a copy of the front of the check and online bank activity statement showing cleared check is acceptable.

- 4.) Program Budget. The approved budget for the RECIPIENT, included in *Addendum "1"* and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- 5.) RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2014 through September 30, 2015 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 6.) This Agreement shall apply to all funds appropriated during the fiscal year ending September 30, 2015, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
  - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this Agreement, this Agreement shall be deemed terminated and CITY shall provide RECIPIENT with Thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- 7.) Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below:

**If to Recipient:** Attn: Rayfield Showers  
New Horizon Community Development Corporation, Inc.  
1518 NW 17 Avenue  
Pompano Beach, Florida 33069

**If to City:** Attn: City Manager  
City of Pompano Beach  
P. O. Box 1300  
Pompano Beach, Florida 33061

- 8.) Joint Venture. Nothing in this Agreement shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this Agreement and the RECIPIENT's program or activity generally

described herein and more particularly described in *Addendum "1"* to this Agreement.

- 9.) Force Majeure. RECIPIENT shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the RECIPIENT. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.
- 10.) Insurance. Throughout the term of this Agreement, RECIPIENT shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. RECIPIENT shall name CITY as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to CITY.
- 11.) Indemnity. The RECIPIENT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CITY.
- 12.) Assignment. RECIPIENT shall not assign all or any portion of this Agreement without the prior written consent of the CITY, and it is agreed that said consent must be sought in writing by RECIPIENT not less than fifteen (15) days prior to the date of any proposed assignment.
- 13.) Performance Under Law. The RECIPIENT, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.
- 14.) Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.
- 15.) Independent Contractor. The RECIPIENT shall be deemed an independent contractor for all purposes, and the employees of the RECIPIENT or any of its RECIPIENTS, SUBRECIPIENTS and the employees thereof, shall not in any manner be deemed to be employees of CITY. As such, the employees of the RECIPIENT, its RECIPIENTS or SUBRECIPIENTS, shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such RECIPIENT, SUBRECIPIENT or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.
- 16.) Mutual Cooperation. The RECIPIENT recognizes that the performance of this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals

and mission of CITY. Therefore, the RECIPIENT shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. The RECIPIENT shall not make any statements or take any actions detrimental to this effort.

- 17.) Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.
- 18.) Waiver. Any waiver of any breach of the covenants herein contained to be performed by RECIPIENT shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CITY from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.
- 19.) Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.
- 20.) Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THIS SPACE LEFT BLANK INTENTIONALLY**

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

By: \_\_\_\_\_  
Dennis W. Beach, CITY Manager

Attest:

(SEAL)

\_\_\_\_\_  
Asceleta Hammond  
CITY Clerk

Approved by:

\_\_\_\_\_  
Gordon B. Linn, Esq.  
CITY Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by LAMAR FISHER as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by DENNIS W. BEACH, as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by ASCELETA HAMMOND, as CITY Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



2015 MAR 13 PM 2:10

**CITY OF POMPANO BEACH  
FISCAL YEAR 2015**

*FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS*

1. Legal Name of Organization: New Horizon Community Development Corporation, Inc.
2. Mailing Address: 1518 NW 17<sup>th</sup> Avenue  
Pompano Beach, Florida 33069
3. Date of Incorporation: November 17, 1997
  - 3a. Does your corporation/organization fall within Section 501(c)(3) and Section 501(a) of the Internal Revenue Code? Yes X No       
**(Please attach proof of tax exempt status)**
4. Chief Executive Officer: Rayfield Showers  
Official Title: \_\_\_\_\_ Telephone #: (954) 984-5987
5. Contact Person (if different from above): Bessie Showers  
Telephone #: (954) 984-5987
6. Provide a brief description of the organizations goals and objectives:

New Horizon Community Development Corporation, Inc is an 18 year old non-profit organization whose mission is to empower youth and their families to become self-sufficient..

The principal goals and objectives are: to provide access to enrichment activities and learning experiences that will strengthen academic and social development.

The program provides academic support and services, which includes tutoring, exploratory activities, hands-on activities and role play. Also, emphasis will be placed on helping youth to develop independence critical thinking skills and making positive choices for healthy behavior.

**Mentors** – Local community and business leaders visit the center weekly to provide mentoring services. This includes one-hour “face-to-face” meetings and small group sessions focusing on positive behavior. Parents will be invited to the orientation and the culminating event.

ADDENDUM "1"

7. Amount of funding approved:   0
8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. **This should include what exactly will be provided and to how many people (City residents).**

This Work In Progress Program would provide jobs apprenticeship and mentoring opportunities to at-risk youth in the Pompano Beach. The program will serve 50-60 youth from ages 13-15 years old.

Work In Progress Program will focus on teaching youth the "soft" skills necessary to enter the workforce. Research has shown that employers are looking for employees who possess soft skills such as good communication, enthusiasm attitude, work ethic, team work, initiative, interpersonal skills, adaptability/flexibility, and leadership skills. The overall goal of the program is to help the youth with career workforce readiness skills. Each student enrolled in the program will work directly with an employer in a work/mentorship role.

The training program will focus on the following skills:

- Interviewing skills
- Proper dress and etiquette
- Communication skills
- Punctuality
- Interpersonal skills
- Professionalism
- Community Involvement
- Proper use of social media

The program will be held for eight (8) weeks beginning Monday June 8, 2015 and concluding on Friday July 31, 2015. The program assumes all responsibility for the wages of the students.

Every Monday morning the staff will conduct orientation and training. The weekly training sessions will include but not limited to role plays, group activities and guest speakers from the community and various organizations. Also, these weekly sessions will include training in life skills. Tuesdays through Thursday, students work at their designated work site in the city of Pompano, starting at 9:00 AM to 1:00 PM or 1:00 PM to 5:00 PM.

ADDENDUM "1"

The 40 to 50 students would be employed around the city of Pompano Beach and would be placed at worksites where they are taught specific skills of the profession and provided hands on experience.

An evaluation survey will be completed by the employers and students at the end of the program the overall effectiveness of the program. Also, a recognition banquet will be held at the conclusion of the program.

9. How will the recommended funding compliment the array of City services currently being provided to City residents?

The recommended funding will compliment the array for City services currently being provide to City residents by enhancing an opportunity for underserved group ages 13-15 year old to participate in a mentorship and apprenticeship workforce program.

10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes \_\_\_ No X

10a. If yes, what is the ratio of this other funding to the City's recommended funding?

\_\_\_\_\_

11. Does your organization receive support from the County or other cities? Yes \_\_\_ No X

11a. If yes, please list the amount(s) and source(s).

12. What percentage of your organization's budget is direct delivery of service as opposed to "overhead"? 80%

ADDENDUM "1"

13. **PERFORMANCE MEASURES**

Please list below the various levels of service [performance measures] that your organization will be providing to residents of the City of Pompano Beach.

	<b>Most Recently Completed Year 2013</b>	<b>Current Year Estimated 2014</b>	<b>Next Year Proposed 2015</b>
Total Persons Served	N/A	N/A	50-60
Number of Pompano Beach residents served	N/A	N/A	50-60

ADDENDUM "1"

14. Agency Budget Information: *Please note that Total Resources Available and Total Resources Allocated should be EQUAL for each fiscal year.*

		Last Year Adopted 2014	Current Year Proposed 2015
<b>Resource Available:</b>			
City of Pompano Beach		N/A	\$125,000.00
Federal Funding			
State Funding			
Other Local Government Funding			
Foundation Grants			
User Fees			
Other Revenue Sources			
<b>Total Resources Available</b>		N/A	

<b>Resource Allocated:</b>			
Salaries		N/A	\$99,491.00
Benefits			\$7,218.00
Supplies			\$5,000.00
Contractual Services			\$3,500.00
Capital Outlay			
Other			\$14,791.00
<b>Total Resources Allocated</b>			\$125,000.00

-END-



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248359979  
Mar. 10, 2014 LTR 4168C 0  
31-1583031 000000 00

00021394  
BODC: TE

NEW HORIZON COMMUNITY DEVELOPMENT  
CORPORATION INC  
% RAYFIELD SHOWERS  
1518 NW 17TH AVENUE  
POMPANO BEACH FL 33069



039512

Employer Identification Number: 31-1583031  
Person to Contact: Ms. Sene  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 27, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248359979  
Mar. 10, 2014 LTR 4168C 0  
31-1583031 000000 00  
00021395

NEW HORIZON COMMUNITY DEVELOPMENT  
CORPORATION INC  
% RAYFIELD SHOWERS  
1518 NW 17TH AVENUE  
POMPANO BEACH FL 33069

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Susan M. O'Neill*

Susan M. O'Neill, Department Mgr.  
Accounts Management Operations

**2015 FLORIDA NON PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N97000006461

**FILED**  
**Feb 16, 2015**  
**Secretary of State**  
**CC5401443044**

**Entity Name:** NEW HORIZON COMMUNITY DEVELOPMENT CORPORATION, INC.

**Current Principal Place of Business:**

1518 NW 17TH AVE.  
POMPANO BEACH, FL 33069

**Current Mailing Address:**

4752 NW 6TH PLACE  
COCONUT CREEK, FL 33063 US

**FEI Number:** 65-0886060

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SHOWERS, RAYFIELD  
4752 NW 6 PLACE  
COCONUT CREEK, FL 33063 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** \_\_\_\_\_

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title T  
Name HEATH, WILLIE RUTH  
Address 1510 NW 17TH AVE  
City-State-Zip: POMPANO BEACH FL 33069

Title FS  
Name SHOWERS, BESSIE  
Address 4752 NW 6TH PL  
City-State-Zip: POMPANO BEACH FL 33063

Title S  
Name WALKER, KOTELIA  
Address 2029 NW 14TH AVENUE  
City-State-Zip: FT. LAUDERDALE FL 33311

Title S  
Name GRANISON, APRYL  
Address 6356 WILLOUGHBY CIRCLE  
City-State-Zip: LAKES WORTH FL 33963

Title DEACON  
Name FULLER, CLARENCE  
Address 2850 NE 19TH STREET  
City-State-Zip: POMPANO BEACH FL 33064

Title PRESIDENT  
Name SHOWERS, RAYFIELD  
Address 4752 NW 6TH PLACE  
City-State-Zip: COCONUT CREEK FL 33063

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** BESSIE SHOWERS

FS

02/16/2015

Electronic Signature of Signing Officer/Director Detail

Date

**EXHIBIT "A"**

**MATCHING FUND COMMITMENT AGREEMENT**

NOTE: Matching Fund Commitment Agreement not required as Recipient does not intend to obtain matching funds from another source at time of application for the City grant.

## **EXHIBIT "B"**

### **INSURANCE REQUIREMENTS**

CONTRACTOR/RECIPIENT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954-786-5555) or email ([eddie.beecher@copbfl.com](mailto:eddie.beecher@copbfl.com)) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR/RECIPIENT is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR/RECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR/RECIPIENT under this Agreement.

Throughout the term of this Agreement, CONTRACTOR/RECIPIENT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

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) or the state in which the work is to be performed or of the state in which Contractor/Recipient is obligated to pay compensation to employees engaged in the performance of the work. Contractor/Recipient 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 as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's/Recipient's negligent acts or omissions in connection with Contractor's/Recipient's performance under this Agreement.

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

Type of Insurance	Limits of Liability
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
xx comprehensive form	bodily injury and property damage
xx premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
xx underground hazard	
xx products/completed operations hazard	bodily injury and property damage combined
xx contractual insurance	bodily injury and property damage combined
xx broad form property damage	bodily injury and property damage combined
xx independent contractors	personal injury
xx personal injury	
xx sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate
-----	
<b>AUTOMOBILE LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
xx comprehensive form	
xx owned	
xx hired	
xx non-owned	
-----	
<b>REAL &amp; PERSONAL PROPERTY</b>	
___ comprehensive form	Agent must show proof they have this coverage.
-----	
<b>EXCESS LIABILITY</b>	Per Occurrence Aggregate

___	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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**PROFESSIONAL LIABILITY**

xx	* Policy to be written on a claims made basis		Per Occurrence \$1,000,000	Aggregate \$2,000,000
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C. Employer's Liability. CONTRACTOR/RECIPIENT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR/RECIPIENT, the CONTRACTOR/RECIPIENT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR/RECIPIENT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR/RECIPIENT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR/RECIPIENT enter into such an agreement on a pre-loss basis.



REQUESTED COMMISSION ACTION:

X Consent                      Ordinance                      Resolution                      Consideration/  
 \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_                      Discussion                      \_\_\_\_\_  
 Presentation

SHORT TITLE      A resolution approving the authorizing the City Manager or his designee to submit a grant application to the Florida Inland Navigation District Waterways Assistance Program for improvements to Exchange Club Park.

Estimated Project Cost: \$120,000, Grant Application: \$60,000 with matching Funds of \$30,000 from City of Pompano Beach and \$30,000 from City of Lighthouse Point

**Summary of Purpose and Why:**

The resolution is to submit a grant application to the Florida Inland Navigation District Waterways Assistance Program for improvements to Exchange Club Park. The project includes increased parking and the addition of an entry gate off NE 24<sup>th</sup> Street near the northwest corner of the park with an asphalt road and parking constructed parallel to NE 24<sup>th</sup> Street within the parks boundaries. The additional roadway access and parking will enable increased safe public usage of the park. The total estimated project cost is \$120,000 and the grant applications is for \$60,000, with matching funds of \$30,000 from the City of Pompano Beach and \$30,000 in matching funds from the City of Lighthouse Point.



This item is related to Strategic Plan Strategy: Superior Capacity: goal 3.0, initiative 3.3 – Increase boating recreation; Superior Capacity- 3.0 Recreation, 3.2- Develop facilities to match the changing recreational needs and preferences of the community; Great Places- 2.0 Tourism, 2.6- Improve City Parks.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: Matching Fund of \$30,000 – working capital reserves from City of Pompano Beach and \$30,000 from City of Lighthouse Point

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>3-7-15</u>	<u>Approve</u>	<u>Mark P. Beaudreau</u>
City Attorney	<u>3/12/15</u>	<u>APPROVE</u>	<u>London S. Lewis</u>
Finance	<u>3-17-15</u>	<u>APPROVE</u>	<u>A. Jeanyne</u>
			<u>Ann W. Berk</u>

X City Manager

ACTION TAKEN BY COMMISSION:

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



### Memorandum 15-A055

DATE: March 16, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator *MB*

SUBJECT: Agenda Item –Grant Application to Florida Inland Navigation District for Exchange Club Park Improvements

Attached is an application through Florida Inland Navigation District (FIND) Waterways assistance program for Improvements to Exchange Club Park. This is a matching funds grant application for \$60,000, which we are partnering with the City of Lighthouse Point. The improvements include increased parking and adding an entrance gate off NE 24<sup>th</sup> Street near the northwest corner of the park.

This item is related to Strategic Plan Strategy: Superior Capacity: goal 3.0, initiative 3.3 – Increase boating recreation; Superior Capacity 3.0 Recreation, 3.2- Develop facilities to match the changing recreational needs and preferences of the community; Great Places - 2.0 Tourism, 2.6- Improve City Parks.

If you have any questions or concerns please to call me at 954-786-4191.

afh

cc: Cynthia Kitts, Recreation Manager



**City Attorney's Communication #2015-642**  
February 25, 2015

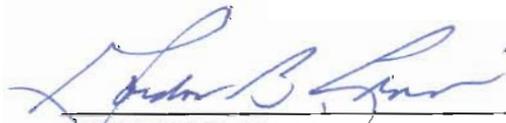
**TO:** Cynthia Kitts, Recreation Manager  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution –Grant Application FIND for Exchange Club Park Improvements

As requested in your memorandum dated February 23, 2015, Parks, Recreation & Cultural Arts Memorandum No. 15-A054, 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 CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR IMPROVEMENTS TO EXCHANGE CLUB PARK; PROVIDING AN EFFECTIVE DATE.**

Also attached is City Attorney's Communication #2015-637, Attachment E-7, Attorneys Certification of Title.

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



---

GORDON B. LINN

/jrm  
l:cor/regr/2015-642

Attachments

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT AN APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM FOR IMPROVEMENTS TO EXCHANGE CLUB PARK; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Pompano Beach is interested in carrying out the following described project, "Project," for the enjoyment of the citizenry of Pompano Beach and the State of Florida:

**Project Title:** Exchange Club Park Improvements

**Total Estimated Cost:** \$120,000.00

**Brief Description of Project:** This project includes increased parking and the addition of an entry gate off NE 24<sup>th</sup> Street near the northwest corner of the park with an asphalt road and parking constructed parallel to NE 24<sup>th</sup> Street within the parks boundaries. The additional roadway access and parking will enable increased safe public usage of the park. It will facilitate the removal of illegal public parking off the adjoining roadway and into the park where patrons can more safely enter and exit their vehicles.

And, Florida Inland Navigation District's financial assistance is required for the said project; now, therefore,

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

**SECTION 1.** That the Exchange Club Park Improvements project described above is hereby approved.

**SECTION 2.** That the City makes application to the Florida Inland Navigation District in the amount of Sixty Thousand Dollars and 00/100 (\$60,000.00), 50% of the actual cost of the project on behalf of said City of Pompano Beach.

**SECTION 3.** That the City commission certifies to the following:

A. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

B. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

C. That it has the ability and intention to finance its share of the cost of the project, and that the project will be operated and maintained at the expense of said City of Pompano Beach for public use.

D. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

E. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

F. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

**SECTION 4.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
2/25/15  
l:reso/2015-226

**ATTACHMENT E-3 - PROJECT INFORMATION 2015**

APPLICANT: City of Pompano Beach APPLICATION TITLE: Exchange Club Park Improvements

Total Project Cost: \$120,000 FIND Funding Requested: \$60,000 % of total cost: 50

Amount and Source of Applicants Matching Funds: \$30,000 City of Pompano Beach and \$30,000 City of Lighthouse Point

Other (non-FIND) Assistance applied for (name of program and amount): N/A

Ownership of Project Site (check one): Own:  Leased:  Other:

If leased or other, please describe lease or terms and conditions: FIND lease expiring January 10, 2016

Once completed, will this project be insured against damage?  yes  no Explain: Exchange Club Park is currently insured on the City's master property program.

Has the District previously provided assistance funding to this project or site? :  No  Yes

If yes, please list: \_\_\_\_\_

What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): Approximately 12 existing non-paved parking spaces, walk-up access to beach with shallow area to launch kayaks, paddle boards, etc.

How many additional ramps, slips, parking spaces or other public access features will be added by the completion of this project? (as applicable): Propose adding paved access road with adjoining 15 parallel parking spaces

If there are fees charged for the use of this project, please denote. How do these fees compare with fees from similar public & private facilities in the area? Please provide documentation No Fees charged presently or planned

**Please list all Environmental Resource Permits required for this project:**

<u>Agency</u>	<u>Yes/ No N/A</u>	<u>Date Applied For</u>	<u>Date Received</u>
WMD	<u>Yes</u>	_____	_____
DEP	<u>No</u>	_____	_____
ACOE	<u>NO</u>	_____	_____
COUNTY/CITY	<u>Yes</u>	_____	_____

**ATTACHMENT E-4**

**WATERWAYS ASSISTANCE PROGRAM  
APPLICATION AND EVALUATION WORKSHEET**

**STEP 1:** All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6. **\*\*Do not answer with more than four sentences.\*\***

**STEP 2:** Complete **one and only one sub-Attachment** (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

**APPLICATION TITLE:**     Exchange Club Park Improvements

**APPLICANT:**             City of Pompano Beach

**PROJECT ADDRESS:**    2800 NE 24<sup>th</sup> St., Pompano Beach, FL

**1) PRIORITY LIST:**

- a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of one type based upon the predominant cost of the project elements.)

**Category 12:**  
**Public waterfront parks and boardwalks and associated improvements**

- b) **Explain how the project fits this priority category.**

100% of the budget for this project is going to be spent developing an existing spoil disposal site to increase public usage and waterway access.

*(For reviewer only)*  
 Max. Available Score for application    \_\_\_\_\_

*Question 1. Range of Score (1 to \_\_\_ points)*

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## 2) WATERWAY RELATIONSHIP:

- a) **Explain how the project directly relates to the ICW and the mission of the Navigation District.**

The project immediately adjoins the ICW and promotes the “local sponsor” mission of the District by helping to develop lands acquired for spoil piles into enjoyable public spaces.

- b) **What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

Additional roadway access and parking will enable increased safe public usage of a rare piece of green space in Eastern Broward County. It will also move illegal public parking off the adjoining roadway and into the park where patrons can more safely enter and exit their vehicles.

*(For reviewer only)*  
*(1-6 points)*

---

## 3) PUBLIC USAGE & BENEFITS:

- a) **How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.**

Public usage of this park is dramatic on the weekends with patrons visiting via both car and boat. There is no official counting mechanism in place to quantify usage. Total public use is estimated to be over 200 persons per week—sometimes more in the summer time.

- b) **Discuss the regional and local public benefits that will be provided by the project.**

Regional and local benefits both center around increasing legal and safe access to the park. The park is an extremely rare piece of ICW waterfront property with open space in Broward County for free public usage. Most waterfront ICW land in Broward is occupied by residential or commercial private property interests.

- c) **Can residents from other counties of the District reasonably access and use the project? Explain.**

Yes. Main access is via NE 24<sup>th</sup> St. which terminates to the West at US-1.

*(For reviewer only)*  
*(1-8 points)*

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**4) TIMELINESS**

- a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-8.**

The project is currently in the planning stages. Production is dependant on FIND’s schedule for the overall grubbing, planting and dredging operations. Lighthouse Point will work with the contractor chosen to slot the project appropriately. Presently, we propose a start date of 11/15 with a completion date of 05/16.

- b) Briefly explain any unique aspects of this project that could influence the project timeline.**

With some of the preliminary work performed by others and occurring during hurricane season, any severe weather event affecting that work could affect our start date.

*(For reviewer only)*  
*(1-3 points)*

---

**5) COSTS & EFFICIENCY:**

- a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

Prospective FIND grant (50%), City of Lighthouse Point (25%), City of Pompano Beach (25%).

- b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

The proposed asphalt road and parking material costs could increase with higher crude oil prices, which are presently at 5-year lows. Also, no soil testing has been done and the need to excavate unfavorable soils could also increase costs.

- c) Describe any methods to be utilized to increase the cost efficiency of this project.**

Competitive bids together with using locally based vendors should keep costs as low as possible.

- d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

No fees are required presently for facility use and we do not anticipate this changing.

*(For reviewer only)*  
*(1-6 points)*

---

**6) PROJECT VIABILITY:**

- a) What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

The community needs free public ICW access to enhance the area. Also, illegal and un-safe parking along the NE 24<sup>th</sup> St. right of way needs to be eliminated. This project should enhance the access need and eliminate the present parking problem.

- b) Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

The project will be maintained jointly between the City of Pompano Beach and the City of Lighthouse Point. Presently, the City of Lighthouse Point performs daily housekeeping and mowing for the existing park with Pompano Beach performing maintenance duties. We anticipate the paved road and parking to be maintained and funded in the same manner.

- c) Will the program result in significant and lasting benefits? Explain.**

The project is simple and should last many years. Increased and safe park access are significant community benefits.

- d) Please describe any environmental benefits associated with this project.**

Exposing more of the community to the native plantings proposed by FIND for the property should increase local knowledge and awareness of the benefits of planting native species at their own homes resulting in an overall and general environmental benefit.

*(For reviewer only)*  
*(1-7 points)*

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SUB-TOTAL \_\_\_\_\_

FIND FORM NO. 91-25  
Rule 66B-2.005 (Effective Date: 3-21-01, Revised 4-24-06, 1-27-14)

**ATTACHMENT E-4A  
DEVELOPMENT & CONSTRUCTION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM  
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A  
DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET  
MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

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**7) PERMITTING:**

- a) Have all required environmental permits been applied for? If permits are NOT required, explain why not.**

Permits have not been applied for yet. We anticipate requiring a City and County permit.

- b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work. Please provide a general cost estimate for the future Phase II work.**

- c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

None anticipated.

*(For reviewer only)  
(1-4 points)*

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**8) PROJECT DESIGN:**

- a) Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

Design work has not been completed. FIND has provided a rough draft via Taylor Engineering. This draft will be utilized and tweaked during final design.

- b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

Moving the present illegal parking off of NE 24<sup>th</sup> St. will enhance public safety during park usage.

*(For reviewer only)*  
*(1-2 points)*

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**9) CONSTRUCTION TECHNIQUES:**

- a) Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

Construction will consist of excavation of unsuitable soils, backfill with stabilized subgrade, placement of limerock base, placement of asphalt top coat, placement of appropriate pavement markings and signage, and final grading and sodding or ground cover per design.

- b) How are the utilized construction techniques appropriate for the project site?**

The proposed construction techniques are standard practices for paving operations.

- c) Identify any unusual construction techniques that may increase or decrease the costs of the project.**

None anticipated.

*(For reviewer only)*  
*(1-3 points)*

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---

**10) CONSTRUCTION MATERIALS:**

- a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?**

Stabilized subgrade  
Limerock  
Asphalt  
Pavement markings  
Signage  
Concrete curbing

- b) Identify any unique construction materials that may significantly alter the project costs.**

None anticipated.

*(For reviewer only)*  
*(1-3 points)*

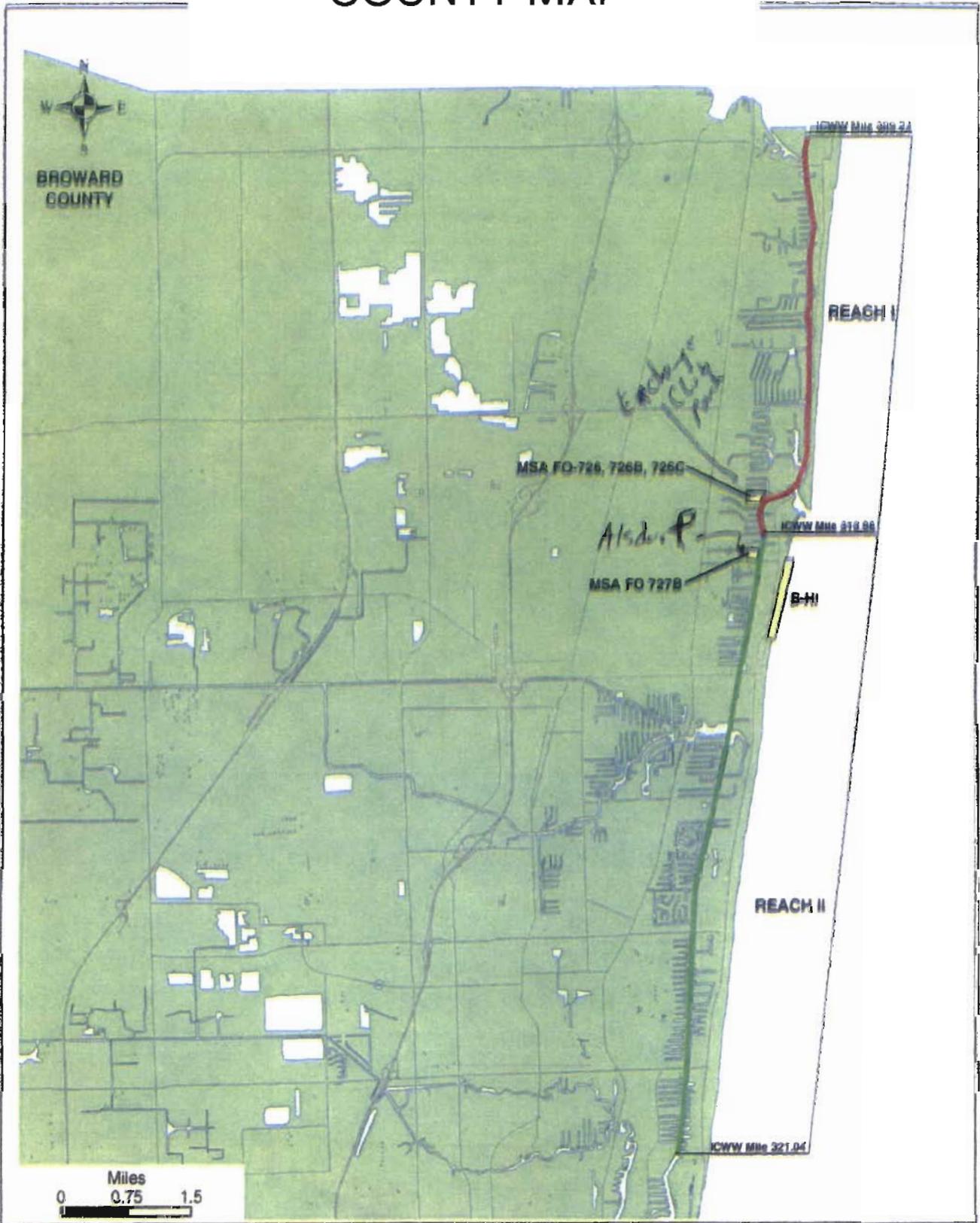
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**RATING POINT**  
**TOTAL** \_\_\_\_\_

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)



# COUNTY MAP

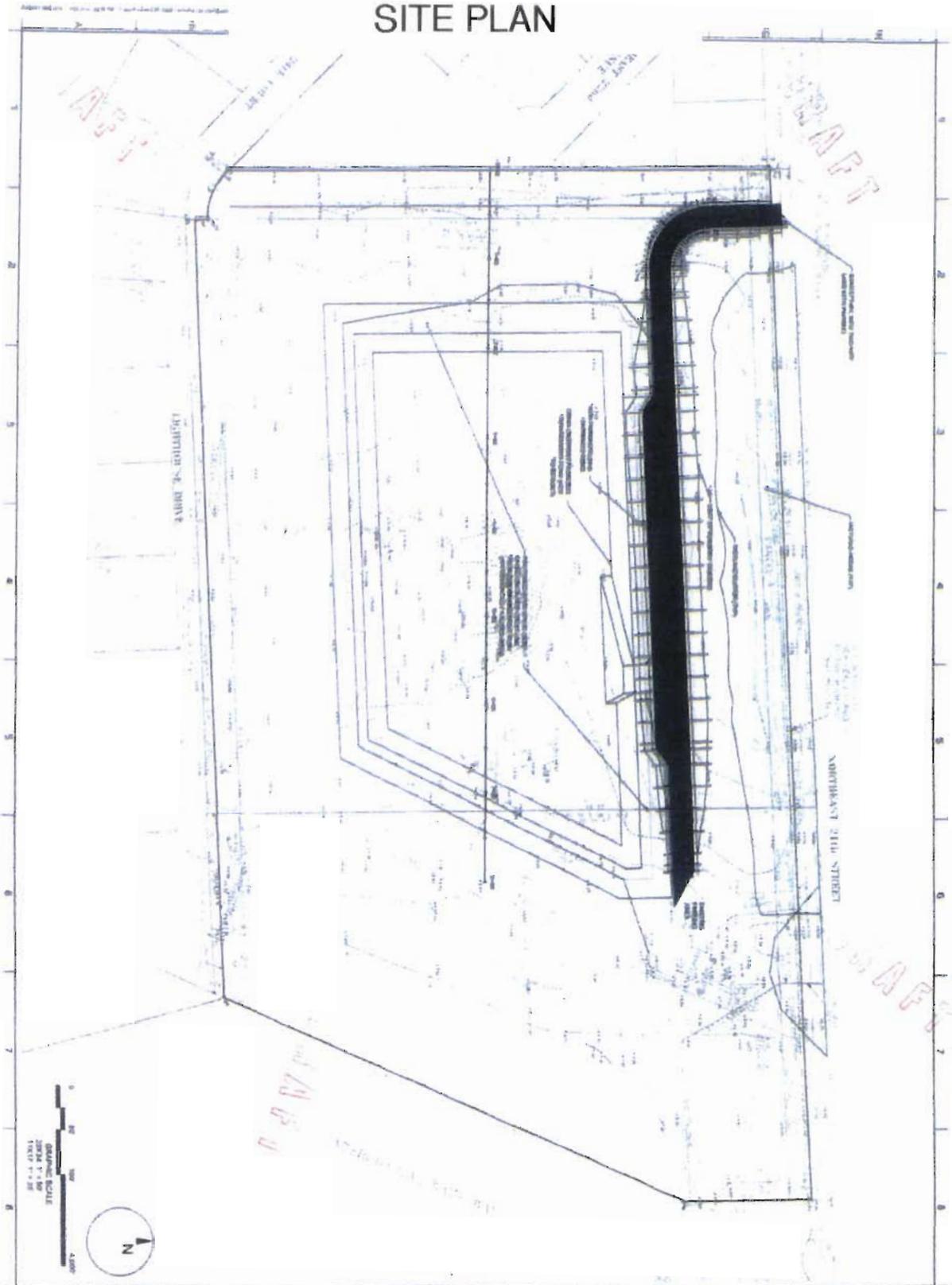


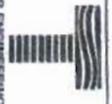

**TAYLOR ENGINEERING INC.**  
 9000 CYPRESS GREEN DRIVE, SUITE 200  
 JACKSONVILLE, FLORIDA 32256

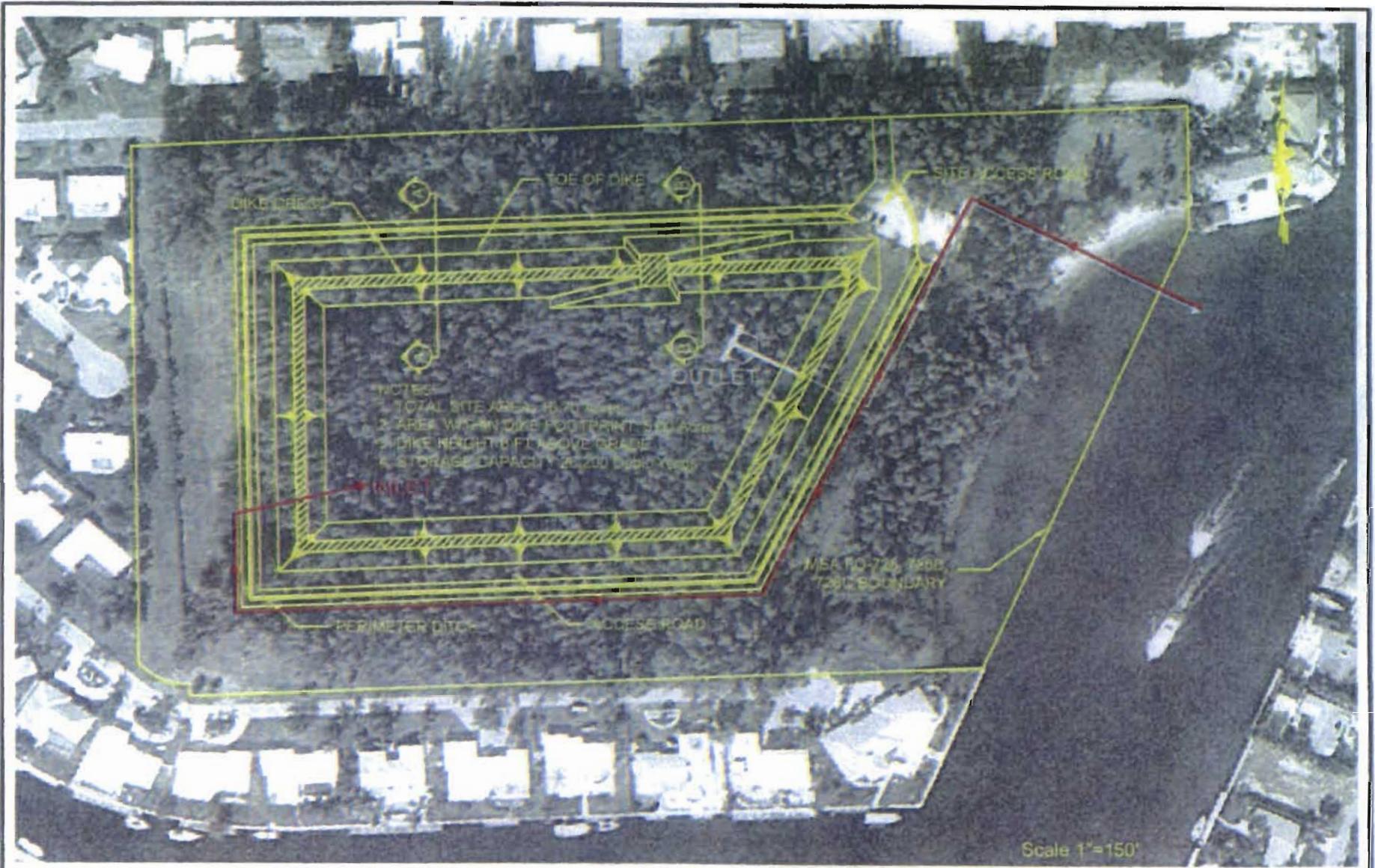
**Figure 1.2**  
**Reach I and II**  
**Long Range Dredged Material Management Plan**  
**Intracoastal Waterway, Broward County, Florida**

Project	C2002-36
Revision	
Sheet	
Date	March, 2005

# SITE PLAN



 <p><b>TAYLOR ENGINEERING INC.</b>          1000 W. 10TH STREET          SUITE 100          DENVER, CO 80202          (303) 733-1111          WWW.TAYLOR-ENG.COM</p>		<p><b>DRAFT</b></p>		<p><b>MR. JIM CLARKE</b>          PROJECT MANAGER          (303) 733-1111          JCLARKE@TAYLOR-ENG.COM</p>	
<p><b>1-800-433-4778</b>          TAYLOR ENGINEERING INC. IS AN EQUAL OPPORTUNITY EMPLOYER. WE ENCOURAGE ALL QUALIFIED APPLICANTS TO APPLY.</p>		<p><b>MR. JIM CLARKE</b>          PROJECT MANAGER          (303) 733-1111          JCLARKE@TAYLOR-ENG.COM</p>		<p><b>MR. JIM CLARKE</b>          PROJECT MANAGER          (303) 733-1111          JCLARKE@TAYLOR-ENG.COM</p>	
<p><b>CONCEPTUAL SITE LAYOUT WITH PARKING</b></p>		<p><b>DRAFT</b></p>		<p><b>MR. JIM CLARKE</b>          PROJECT MANAGER          (303) 733-1111          JCLARKE@TAYLOR-ENG.COM</p>	



9


**TAYLOR ENGINEERING INC.**  
 9000 CYPRESS GREEN DRIVE, SUITE 200  
 JACKSONVILLE, FLORIDA 32256

**Figure 2.1**  
 Site Plan Overview, MSA FO-726, 726B, 726C  
 Dredged Material Management Area  
 Broward County, Florida

PROJECT	C2002-036
DRAWN BY	
SHEET	
DATE	March, 2005



GORDON B. LINN

City Attorney

Board Certified - City, County and Local Government

MARK E. BERMAN  
Assistant City Attorney

FAWN POWERS  
Assistant City Attorney

TRACY A. LYONS  
Assistant City Attorney

Pompano Beach



2005

Phone: 954-786-4614

City of Pompano Beach, Florida

Fax: 954-786-4617

**City Attorney's Communication #2015-637**

February 25, 2015

To Whom It May Concern:

I, Gordon B. Linn, am the City Attorney for the City of Pompano Beach, Florida. I hereby state that I have examined a copy of a Lease Agreement dated August 25, 1981 between the Board of Commissioners of the Florida Inland Navigation District and the City of Pompano Beach along with Lease Extension Agreement No. 1 dated February 17, 2007, and Lease Extension Agreement No. 2 dated February 17, 2012, regarding the following described property:

*2800 NE 24<sup>th</sup> Street  
Pompano Beach, Florida  
and more formally described in Exhibit "A" attached*

Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Exchange Club Park."

I certify that I am of the opinion that the City of Pompano Beach does in fact lease this property since 1981.

Very truly yours,

GORDON B. LINN  
City Attorney

GBL/jrm  
l:cor/2015-637

Attachment

Exhibit A  
Exchange Club Park  
2800 NE 24 Street  
Pompano Beach, FL

SCHEDULE A REVISED

HSA 726

That portion of the northwest quarter of the northeast quarter of the northeast quarter of Section 30, Township 48 South, Range 43 East, Broward County, Florida, lying west of the westerly right of way line of the Intracoastal Waterway from Jacksonville to Miami, Florida, as that right of way line is shown on the plat recorded in Plat Book 17 at Page 6-A, of the public records of said Broward County, Florida, EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel;

HSA 726-B

The Northeast quarter (NE $\frac{1}{4}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) of Section 30, Township 48 South, Range 43 East, containing 10 acres more or less, according to the U.S. Public Land Surveys, and adjoining on the West that certain tract of land designated as HSA 726, as deeded to the Board of Commissioners of the Florida Inland Navigation District by the Model Land Company and recorded in Deed Book 276, Page 219, of the Public Records of and in Broward County, Florida. EXCLUDING therefrom the North 22 feet and the South 11 feet of the above described parcel.

HSA 726-C

That portion of Block 1, Hillsboro Harbor, Unit "A", according to the plat thereof, recorded in Plat Book 28, Page 23, of the public records of Broward County, Florida, described as follows:

Beginning at a point on the East boundary of said Block 1, said point being 22 feet South of the Northeast corner of said Block 1; thence West and parallel with the north boundary of said Block 1, a distance of 54.5 feet; thence South and parallel to the said East boundary of Block 1, to an intersection with the southerly boundary of said Block 1; thence southeasterly along said southerly boundary to the Southeast corner of said Block 1; thence north along the said east boundary of Block 1, a distance of 626.89 feet, more or less, to the point of beginning.



Meeting Date: March 24, 2015

Agenda Item 26

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 **JEANNIE WILSON** TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS 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
City Clerk's Office	3/16/15	Approve	<u>Asceleta Hammond</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>Demetrius W. Beach</u>

**ACTION TAKEN BY COMMISSION:**

<u>Ordinance</u> 1 <sup>st</sup> Reading _____	<u>Resolution</u> 1 <sup>st</sup> Reading _____	<u>Consideration</u> Results: _____	<u>Workshop</u> Results: _____
2 <sup>nd</sup> 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 **JEANNIE WILSON** TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY MOSS FOR A TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** Jeannie Wilson 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 Jeannie Wilson is hereby appointed to the Education Advisory Committee as appointee of Commissioner Barry Moss 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**  
**ADVISORY BOARD / COMMITTEE APPLICATION**

CITY OF POMPANO BEACH  
 OFFICE OF THE CITY CLERK  
 2015 MAR 16 PM 3: 26

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: JEANNIE WILSON (FLORENCE J)

**Residence Information:**

Home Address: 616 GARDENS DR. #101  
 City/State/Zip: POMPANO BEACH, FL 33064  
 Home Phone: 954-973-6081 Cell Phone: 954-328-8040  
 Email: fjw628@aol.com Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: RETIRED BROWARD COUNTY SCHOOLS  
 Current Position / Occupation: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a U.S. Citizen? Yes  No \_\_\_  
 Are you a resident of Pompano Beach? Yes  No \_\_\_ Reside in District: 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4 \_\_\_ 5   
 Do you own real property in Pompano Beach? Yes  No \_\_\_  
 Are you a registered voter? Yes  No \_\_\_  
 Have you ever been convicted of a felony? Yes \_\_\_ No   
 Current or prior service on governmental boards and/or committees: \_\_\_\_\_

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

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

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

In addition a Resume may be attached

Education: AA - LAKE SUMMIT COMMUNITY COLLEGE  
BA - F.A.U. (ENGLISH)  
MEd. FAU (ADMINISTRATION AND SUPERVISION)

Experience: ENGLISH TEACHER 1969-1979 Pompano Beach Middle  
Assistant Principal - 1979-2004 - Mendenhall Middle, Landexdale Lakes  
William Dandy Middle, Richards Middle  
35 years - Broward County Schools

Past Positions: PRESIDENT - GARDENS NORTH CONDO. ASSOCIATION INC.  
PALM AIRE UNITED EXECUTIVE BOARD MEMBER  
MEMBER ALPHA DELTA KAPPA SORORITY  
MEMBER - CHRIST CHURCH UNITED METHODIST

Hobbies: READING, TRAVEL, COMPUTERS

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

Signature: Jeannie Wilson

Date: 3/15/2016

Initials of Clerk or Deputy: \_\_\_\_\_

Date received or confirmed: 3/16/15

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**

**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 25<sup>th</sup> day of January, 2005.

  
\_\_\_\_\_  
**JOHN C. RAYSON, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

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

**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~~

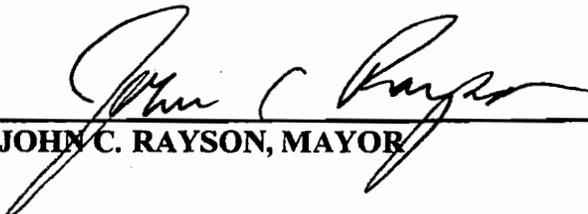
~~disqualification of any member of the Education Advisory Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate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

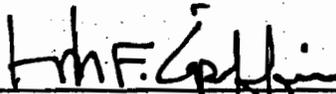
The City Commission shall appoint two (2) alternate members of the Education Advisory Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be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

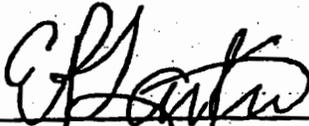
The Education Advisory Committee shall be accountable to the City Commission. Each Committee member shall serve at the pleasure of the City Commission.

**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.

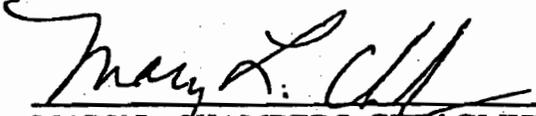
**SECTION 9:** This Resolution shall become effective upon passage provided, however, that Committee members appointed pursuant to the authority of City of Pompano Beach

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.

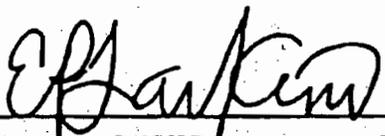
SECTION 6: Accountability.

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

<b>Education Advisory Committee</b>	<b>MEMBERS</b>					
<b>Name</b>	<b>Address</b>	<b>District</b>	<b>Phone</b>	<b>Appointed</b>	<b>Expires</b>	<b>Reso No.</b>
<b>Barbara Armbrister-Boynton</b> Mayor Fisher's Appointee	3528 Sahara Springs Blvd. ( 33069) <a href="mailto:bbkitty@bellsouth.net">bbkitty@bellsouth.net</a>	5	954-974-4141 h 954-480-7939 c	5/14/2013	11/6/2016	2013-234
<b>Ralph E. Marchand</b> Comr. Dockswell's Appointee	111 N. Pompano Beach Blvd. apt. 413 (33062)	1	954-942-8594	2/27/2015	11/6/2016	2015-187
<b>VACANCY</b> Vice Mayor Burrie's Appointee		2			11/6/2016	
<b>Gwendolyn Leys</b> Comr. Hardin's Appointee	620 S.E. 5th Terrace(33060) <a href="mailto:gsleysrn@bellsouth.net">gsleysrn@bellsouth.net</a>	3	954-942-8108 h 954-647-3539 c	11/10/2014	11/6/2016	2015-61
<b>Elizabeth Robinson Massey</b> Comr. Phillips Appointee	540 N. W. 18th Street (33060)	4	954-941-6437	2/24/2015	11/6/2015	2015-186
<b>VACANCY</b> Comr. Moss' Appointee		5			11/6/2016	
<b>Anne Hollady</b> Recording Secretary			<b>954-786-4191</b>			

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

Meeting Date: March 24, 2015

Agenda Item

27

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution X Consideration/ Discussion X Presentation

SHORT TITLE Presentation of the City of Pompano Beach Comprehensive Annual Financial Report, Single Audit Reports and Management Letter for the Fiscal Year ended September 30, 2014 and the results of the annual audit by McGladrey & Pullen, LLP, Independent Certified Public Accountants.

Summary of Purpose and Why:

Florida Statutes, Chapter 218.39, Annual Financial Audit Reports, mandates the preparation of a Comprehensive Annual Financial Report ("CAFR") for each fiscal year and Florida Statute, Chapter 11.45, mandates that an annual audit of the CAFR be conducted by an independent certified public accountant, in accordance with the rules of the Auditor General of the State of Florida and American Institute of Certified Public Accountants Statements on Auditing Standards. The preparation of the CAFR by the City's Finance Department serves to facilitate the annual audit.

In addition, as a recipient of Federal and State grant funds, the City is required to undergo an annual single audit, performed by an independent certified public accountant, in accordance with the provisions of the US Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations and Chapter 10.550, Rules of the Auditor General, State of Florida.

McGladrey & Pullen, LLP, independent certified public accountants (the City's external auditors), will present the results of their audit of the City's CAFR and Federal and State Grant Programs for the Fiscal Year ended September 30, 2014, as well as make required communications to the City Commission. Please refer to Finance Department Memorandum #15-52 for a discussion of the City's financial position at 9/30/14 and results of operation for the fiscal year, as well as a discussion of select financial indicators indicative of the City's fiscal condition and results of operations over time and compared to similar peer cities at 9/30/14.

- (1) Origin of request for this action: Finance Department
(2) Primary staff contact: Suzette Sibble Ext. 4680
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes entries for Finance and Internal Audit with dates and signatures.

Handwritten signature of City Manager

X City Manager

Large handwritten signature, likely of the City Manager

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Reading, Results, and another Results column. Rows for 1st and 2nd Reading.





**FINANCE DEPARTMENT  
MEMORANDUM 15-52**

Date: March 13, 2015

To: Mayor and City Commissioners

Via: Dennis Beach, City Manager 

From: Suzette Sibble, Finance Director 

**Subject: Presentation of Comprehensive Annual Financial Report  
Single Audit Report and Management Letter for the Fiscal Year  
Ended September 30, 2014**

I would like to take this opportunity to provide you with a draft of the Comprehensive Annual Financial Report (CAFR), Single Audit Reports and Management Letter for the City of Pompano Beach (the City) for the fiscal year ended September 30, 2014 for your reference. The City's external auditors are required to formally communicate the results of their audit to you as required by generally accepted auditing standards and will be doing so at the March 24, 2015 City Commission Meeting to be followed up with a written communication via a "Report to the Governing Board".

The CAFR, prepared by the City's Finance Department, is presented in conformity with accounting principles generally accepted in the United States of America (GAAP) and audited by an independent firm of certified public accountants, McGladrey and Pullen, LLP, as mandated by Florida Statutes, Chapter 218.39, *Annual Financial Audit Reports*. The audit was conducted in accordance with the rules of the Auditor General of the State of Florida, promulgated pursuant to Florida Statute, Chapter 11.45. The independent auditor plans on issuing an **unmodified opinion** that the CAFR fairly presents the financial position and results of operations of the City and complies with applicable reporting standards. This is the highest level of audit opinion (clean opinion) that may be granted by an audit firm.

The auditor is also required to issue a Management Letter, in accordance with Florida Statute, Chapter 10.550, *Rules of the Florida Auditor General*. Among other things, the management letter is supposed to identify any deficiencies or material weaknesses in the City's financial reporting framework which may impact the fair representation of the City's financial position or results of operation, or report any recommendations for improvements (in accordance with best practices), as well as noncompliance with contracts, grants etc. As the attached management letter indicates, the City did not have any such findings or recommendations for the fiscal year ended September 30, 2014. In addition, the Auditor General does require that the auditor perform such

procedures necessary to assess the financial condition of the City and indicate in the management letter if there may be any indications of deteriorating financial condition. The management letter for the fiscal year ended September 30, 2014 indicates that the financial condition assessment procedures performed by the auditor did not indicate that the City met any of the conditions described in Section 218.503(1) Florida Statutes, which might indicate that the City is in state of deteriorating financial condition.

### **Florida Auditor Financial Condition Assessment Tool**

To assist auditors and local governments in making financial condition assessments, the Auditor General provides financial and other data, financial indicators, and benchmarks via a tool located on their website, [http://www.myflorida.com/audgen/pages/fca\\_procedures.htm](http://www.myflorida.com/audgen/pages/fca_procedures.htm). The Auditor General staff compiles the data utilized for analysis purposes from audit reports and other sources submitted to them. Please note that any member of the public may avail themselves of this tool.

The City's auditors have provided a copy of the financial condition assessment that they have performed for the City utilizing this tool, at **Attachment B**. The tool displays graphical results, as well as information on the City's 5 year trends (fiscal year 2010 – 2014) and the City benchmarked against its peer group for year 5 (fiscal year 2014). The Auditor General's tool requires the auditor to enter information about the City (such as population, taxable property valuation etc.) and based on the parameters entered the tool determines the similar peer cities against which the City might be benchmarked. Attachment B indicates how the City compares to its peer group (other similar cities with population between 50,000-149,999 and taxable property values of \$6,250,000,000) and for the fiscal year ended September 30, 2014 (Y5 or Year 5). Peer cities/towns are indicated below:

- Boca Raton
- Clearwater
- Coral Springs
- Davie
- Delray Beach
- Hollywood
- Jupiter
- Miami Beach
- Miramar
- Plantation
- Sarasota
- West Palm Beach
- Weston

A total of eighteen (18) indicators are indicated at Attachment B. It should be noted that the results of the assessment cannot always be taken at face value and as a result a particular result indicated might warrant further analysis. For instance, what may be indicative of a negative trend or an unfavorable rating for a particular financial indicator, upon further review, may not actually be the case. In conjunction with the City's auditors, certain financial indicators have been selected for discussion purposes, and a narrative for each indicator selected is presented at **Attachment A**.

### **Single Audit Report**

As a recipient of federal and state grant funds, the City is responsible for ensuring that an adequate internal control structure is in place to ensure compliance with applicable laws and regulations related to those programs. In this respect, the City is required to undergo an annual single audit performed under the provisions of the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* and Chapter 10.550, *Rules of the Auditor General, State of Florida*. The information related to the Single Audit, including the schedule of expenditure of federal awards and state financial assistance, findings and recommendations, and auditors' reports on the internal control and compliance with applicable laws and regulations are included in the attached "Single Audit Reports in Accordance with OMB Circular A-133 and the Florida Single Audit Act and Management Letter in Accordance with the Rules of the Auditor General of the State of Florida." It should be noted that the auditors have issued an **unmodified opinion** on compliance for major federal programs and state projects audited for the fiscal year ended September 30, 2014, with no findings reported.

### **General Fund**

The General Fund serves as the main operating fund for the City and accounts for all City resources that are not required to be maintained in another fund. The balance sheet, operating statement and budget to actual statement for the General Fund are located on pages 21-22, 24-25 and 96 of the CAFR, respectively. However, a summary of the financial position and the operations of the General Fund are as follows:

- The General Fund met its budget objectives for the fiscal year, with revenues coming in above budget and expenditures coming in below budget.
- The General Fund reported a fund balance of \$62.1 million at September 30, 2014. Of this amount \$8.3 million (\$8.1 million restricted to the building permit function) represents balances set aside due to contractual obligations, Florida Statute or simply because they represent resources in non-spendable form (i.e. inventories, assets held for resale etc.). Approximately \$2.9 million represents encumbrances (funds committed for a particular purpose via the City's purchase order system) or amounts which have been assigned for a particular purpose by the City Commission, as part of the fiscal year 2015 adopted budget.
- The remainder of the Fund Balance is reported as "unassigned" in the amount of \$50.8 million. This amount includes amounts designated as follows:
  1. The City's desire to continue to maintain an operating contingency in the amount of \$19.2 million (the City has adopted the Government Finance Officer's Associations (GFOA) best practice recommendation that the City maintain an amount at least equal to two months of budgeted operating expenditures to cushion against unanticipated fluctuations in revenues and expenditures during the course of a fiscal year). However, the City also maintains this reserve balance for two additional reasons:
    - To afford liquidity during the first quarter of its fiscal year as the bulk of the City's largest revenue source (ad valorem) is not received until sometime in December; and
    - To allow for the advance funding of the City's numerous cost reimbursement grants (i.e. Home, CDBG, NSP etc.).

2. A disaster recovery reserve in the amount of \$19.2 million. A few years after its experience with Hurricane Wilma, the City adopted a practice of maintaining a reserve fund for disasters to ensure that we will be able to return services to normal capacity and assist our residents without relying on outside sources. The reserve amount is calculated by the City's Finance Department based on the initial outlay for Hurricane Wilma and adjusted annually by the change in the municipal cost index.
  3. The remainder of the "unassigned" fund balance amount (approximately \$10.5 million) is currently "undesignated" and is available for one time capital outlays, as an example. Please refer to **Attachment C** to this memorandum for the change in this category for the past 5 fiscal years.
- Even though the General fund met its budget objectives for the fiscal year (current revenues covered current expenditures), overall the General Fund fund balance (contemplating the change in all fund balance categories – non-spendable, restricted, assigned, committed, unassigned) decreased by \$3 million in fiscal year 2014. The decrease noted is primarily attributable to the transfer of funds to the Capital Projects Fund (various projects) from the General Fund's unassigned fund balance. Ignoring these planned expenditures from the unassigned fund balance, the General Fund actually would have reported an increase from the prior fiscal year, primarily attributable to greater than anticipated receipts for the building permit function and utility taxes and lower than anticipated expenditures for the Police function.

Applying standards established by the GFOA and various nationally recognized rating agencies, the City's reserves at September 30, 2014 are indicative of a fiscally healthy City, at a point in time, positioned to weather any unanticipated needs. This is also demonstrated by the results of the financial condition assessment results. The City's local economy continues to show steady signs of improvement, but the City is always susceptible to economic downturns and legislative mandates, which could threaten to erode local revenue sources. The City remains vigilant in its efforts to oppose legislative mandates in this respect.

Management is always looking for ways to control costs in the short and long-term. This is while simultaneously maintaining services to our residents. The City has begun to take steps to implement the Lean Sigma Six model throughout its departments to further streamline operations and reduce costs for our residents.

#### **Other Funds**

All Other City Funds (i.e. Capital Projects, Special Purpose, Affordable Housing, Cemetery, Utility, Airpark, Parking and Stormwater), with the exception of the NW CRA District, East CRA District, EMS Fund, Cultural Arts Foundation, Pier, Golf and Sanitation Funds, experienced an increase in fund balance over the prior fiscal year. Decreases noted in all of these funds, with the exception of the EMS Fund and the Golf Fund was the result of planned expenditures/expenses from accumulated resources in those funds for various capital initiatives or accounting adjustments from prior fiscal years. The decrease noted in the EMS fund was due to unanticipated operating expenditures attributable to payroll expenditures associated with staffing of a rescue unit 12 hours a day and the staffing of 2 rescue units with a third full time paramedic in the

current fiscal year. The decrease noted in the Golf Fund was primarily due to greater than anticipated utility charges experienced in that fund for the fiscal year.

Please refer to the Management Discussion and Analysis section of the CAFR (pages 4-17) for additional information on the financial position and results of the operations of the City for the fiscal year ended September 30, 2014, as well as a comparison to prior fiscal year results for select funds.

### **Pension Plans & New Government Accounting Standards**

Although the Government Accounting Standards Board (the accounting standard setting board for governments) has issued numerous accounting standards over the past years, the most notable was **GASB 68, Accounting and Financial Reporting for Pensions - an amendment of GASB Statement No. 27**. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions and to improve information provided by state and local governmental employers about financial support for pensions that is provided by other entities. At the core of the Statement is the requirement that the City record its full unfunded liability (difference between the value of Pension Plan assets and promised benefits) for its General Employees and Police and Fire Pension Plans on the face of its financial statements. Currently the City is only required to record a liability if there is a difference between its Annual Required Contribution (actuarially determined) and the actual amount it contributes to the Plans. Although the City has not performed a complete assessment of this statement's impact, the unfunded pension obligations are material to the City's financial statements and will significantly reduce the City's total net assets. This will impact the City's proprietary funds (i.e. water & sewer, stormwater, sanitation etc.) balance sheets and the government-wide financial statements, but not the City's general fund balance sheet or other governmental funds balance sheets, which do report long-term obligations not expected to be liquidated with current available resources. The City must record this liability on the face of its balance sheets, as applicable, for the by fiscal year ended 2015.

It should be noted that the City has always been required to make disclosures relative to the funded status of its pension plans in the notes to its financial statements and regardless of now being required to record the entire unfunded liability on its balance sheet, it is currently management's intention to continue to fund its pension obligations annually, in an amount equal to the annual required contribution amount, as actuarially determined and as is minimally required by the State of Florida. This being said, over past years management has been vigilant in controlling its pensions costs with such measures as bifurcating the General Employees Retirement System Plan for new entrants (after June 2011), freezing COLAs for some time, adjusting the formula for average salaries contemplated for benefit payments at retirement (from 3 years to 5 years), limiting merits (from 6% to 3% for general employees) etc.

## ATTACHMENT A

### City of Pompano Beach, Florida

#### **FL. Auditor General Financial Condition Tool Assessment --Select Financial Indicators Discussion**

**Note:** Please refer to Attachment B for the Financial Condition Assessment Output from The Florida Auditor General's website which should be utilized as a point of reference for the select indicators discussed below.

#### **A. Financial Indicator 2 --- Unassigned plus Assigned Fund Balance (FB) plus Unrestricted Net Assets (NA)**

This financial indicator provides trending and benchmark information for the City as to its equity position (accumulated resources available for appropriation at City's discretion) for all governmental (except special revenue funds), such as the General, Capital Projects, EMS, Northwest CRA District and East CRA District funds and proprietary funds of the City (such as Utility, Stormwater, Sanitation, etc.). Declining results may indicate that the local government could have difficulty maintaining a stable tax and revenue structure or adequate level of services. Deficits may indicate a financial emergency.

#### **City Historical Trend- Over Five Fiscal Years (2010-2014)**

The City was assigned a Favorable rating. The Favorable rating noted is primarily a function of the City's minimum fund balance/net asset policy, as well as the City's accumulation of resources over time on a pay as you go basis to fund various capital initiatives. The City maintains operating and disaster contingency funds in various funds, such as the General, Stormwater and Water & Sewer Funds (Utility). In addition the City has funds assigned/committed for Capital projects.

#### **Peer Group Benchmark- Year 5 (Y5)**

The City was assigned a Favorable rating. Compared to other similar entities, the amount the City has in accumulated equity is very favorable at September 30, 2014, with \$133 million for the City compared to \$72 million for its peer group (or 84% more than the peer group). It is not known if peer cities have minimum fund balance/net asset policies or also maintains disaster contingency funds as part of their equity balances or chooses to finance projects via debt issuance as opposed to on a pay-as-you-go basis.

#### **B. Financial Indicator 3 (GF or General Fund) - Unassigned and Assigned Fund Balance (FB)/ Total Expenditures (excludes transfers out)**

This financial indicator provides trending and benchmark information for the City as to the General Funds equity position as to accumulated and available resources as a percentage of total expenditures for the General Fund. Percentages decreasing over time may indicate unstructured

budgets that could lead to future budgetary problems for the local government even if the current fund balance is positive.

**City Historical Trend- Over Five Fiscal Years (2010-2014)**

The City was assigned an Unfavorable rating. However, it should be pointed out that the ratio has been trending down due to the planned use of accumulated unassigned fund balance to fund capital projects.

**Peer Group Benchmark- Year 5 (Y5)**

The City was assigned a Favorable rating. Although the City's 5 year trend was deemed Unfavorable above, when compared to the City's peers for year 5 (fiscal year 2014), this ratio is Favorable with the City at 48% compared to 26% for peer cities. What this indicates is that the City could theoretically not collect current revenues for almost a six month period and still be able to fund its operations, compared to peer Cities at about 3 months.

**C. Financial Indicator 3 (G or all Governmental Funds) - Unassigned and Assigned Fund Balance (FB)/ Total Expenditures (excludes transfers out)**

This financial indicator, unlike the indicator discussed above not only indicates the City's accumulated resources as a % of operating expenditure for the General Fund, but for all other governmental funds, to include, but not be limited to the Capital Projects, EMS, NW CRA District and East CRA District Funds. Percentages decreasing over time may indicate unstructured budgets that could lead to future budgetary problems for the local government even if the current fund balance is positive.

**City Historical Trend- Over Five Fiscal Years (2010-2014)**

Over the five year trending period, the City was assigned an Inconclusive rating. This is most likely due to swings in the unassigned and assigned fund balance categories during the 5 year timeframe. Recall that "unassigned" fund balance includes accumulated resources which the City can choose to appropriate within its own discretion and "assigned" fund balance includes balances that have been set aside per Commission action for various capital projects. Over the past five years, the City has made a concentrated effort to spend down accumulated resources, particularly from unassigned balances within its General Fund on capital projects. Between fiscal years 2011 and 2014 (Y2 to Y5), there was an increase of 48% in unassigned balances, which was partially attributable to the City's restriction of building permit function accumulated resources prior to fiscal year 2011, but in 2011 the City provided for a significant chargeback to that function. This was in order to recover charges for the fire prevention function's support services provided for new construction plan reviews. This resulted in a reclass of General Fund balance previously reported as restricted to the unassigned fund balance category. There has also been increased spend down of funds within the CRA's NW and East Districts as redevelopment efforts got underway for several projects.

#### **Peer Group Benchmark- Year 5 (Y5)**

Compared to its peer group at the end of year 5, the City was assigned a favorable rating. The City reported unassigned + assigned fund balances as a percentage of operating expenditures for all of its governmental funds combined equal to almost 58%, compared to 20% for its peer group. This indicates that the City could utilize these accumulated resources to fund its operations for over a 6 month period without any current revenues coming in for that period of time, compared to its peer group only being able to do this for a little over a two month period.

#### **D. Financial Indicator 4 (GF) (General Fund) Cash & Investments/Current Liabilities**

This financial indicator provides trending and benchmark information for the City as to the General Fund's ability to satisfy its current liabilities (obligations) with cash and investments. Percentages decreasing over time may indicate that the local government has overextended itself in the long run or may be having difficulty raising the cash needed to meet its current needs.

#### **City Historical Trend- Over Five Fiscal Years (2010-2014)**

The City was assigned a Favorable rating. This is a function of the City's formal fund balance policy (the City maintains minimum operating and disaster contingency funds), as well as its accumulation of resources over time to fund capital projects on a pay-as-you-go basis. The City is more than able to satisfy its current liabilities with its cash/investments on hand.

#### **Peer Group Benchmark- Year 5 (Y5)**

The City has also been assigned a Favorable rating when compared to its peer group at year 5 (fiscal year 2014), with the City at almost 50% compared to its peer group at a little over 25%. It is difficult to surmise from the model if other entities have adopted formal minimum fund balance policies comparable to the City's or if capital initiatives have been funded by these cities from planned accumulation of resources vs. a tendency to fund these initiatives with debt issuance.

#### **E. Financial Indicator 5 (P) (Proprietary Funds – such as Utility, Stormwater etc.) Cash & Investments/Total Operating Expenses**

This financial indicator provides trending and benchmark information for the City as to the City's proprietary funds (business type funds) ability to satisfy current liabilities (obligations) with cash and investments. Percentages decreasing over time may indicate that the local government's proprietary funds have overextended in the long run or may be having difficulty raising the cash needed to meet current needs.

#### **City Historical Trend Over Five Fiscal Years (2010-2014) and Peer Group Benchmark- Year 5**

The City was assigned an Unfavorable rating when looking at the five year trend for its own activities and also when benchmarked against its peer group at the end of Year 5 (fiscal year 2014). This indicator has been trending downwards. One reason for such is that the Air Park

Fund receives a significant amount of funding from grants, which are only reimbursed after the City has expended Airpark operating funds. At the end of each fiscal year, it is not unusual for the City to have recorded receivables from these granting agencies to indicate pending reimbursements. In addition, the City's Utility Fund received proceeds from an energy performance lease, for which these funds have been spent down over past years, as the various energy projects have been implemented. The performance of the Golf Fund over the last few years, could also be contributing to the downward trend somewhat.

#### **F. Financial Indicator 13 (Government-wide) Debt Service Exp./Total Expenditures**

This financial indicator reflects how much of a local government's expenditures are attributable to debt service expenditures. Percentages increasing over time may indicate declining flexibility the local government has to respond to economic changes.

##### **City Historical Trend Over five fiscal years (2010-2014) and Peer Group Benchmark- Year 5**

The City was assigned a Favorable rating over the 5 year trend period, as well as when compared to its peer group at the end of Year 5 (fiscal year 2014). The City's percentage of debt service expenditures over total expenditures is very low. The City is one of the few cities with no general obligation (G.O.) debt, which indicates the capacity to issue debt to fund capital needs (i.e. parks, fire stations). Delays in issuance of debt is partially attributable to the spend down of accumulated resources over time, as well as the City's efforts to ensure a calculated effort in identifying capital needs (i.e. adoption of a parks master plan).

#### **G. Financial Indicator 16C Pension Plan Funded Ratio – Combined**

This financial indicator reflects the funded ratio (plan assets/plan liabilities) for the City's General Employees and Police & Firefighters Pension Plans over a five year period and compared to the City's peer group at the end of fiscal year 2014 (2014 information was not available as of yet for the peer group so when comparing to peer group please refer to the funded ratio % indicated on the linear graph for 2013). Ideally the funding ratio should be increasing over time. A decreasing trend **may** indicate an increasing burden on the tax base and/or poor plan management.

##### **City Historical Trend Over Five Fiscal Years (2010-2014) & Peer Group Benchmark- Year 5**

Overall, when looking at the City's trend for its funded ratio over the past 5 years, as well as the City's funded ratio when benchmarked against our peer cities for year 4 (fiscal year 2013), the City received a Favorable indicator. This indicates that the City's funded ratio is comparable and actually better than peer City's for year 4 (the City's pension plans were 66% funded compared to peer cities at 62%. Note, the City's pension plans combined were 71% funded at the end of fiscal year 2014). The City's pension plans, like all government pension plans, experienced market losses amidst the financial crisis in 2008. These losses were smoothed over a five year

period with fiscal year 2013 being the last smoothing period over which market losses were recognized. Although the City is at the mercy of the markets within the confines of the plans investment guidelines, the City's electorate and management have taken steps over past years to curtail its pension obligations, even under significant pressure from its unions (froze COLAs for some years, bifurcated the GERS plan for new entrants (June 2011), reduced the multiplier, modified formula for average monthly earnings (3 to 5 years), graduated COLAs for retirees, etc.).

FINANCIAL INDICATORS

OVERALL RATING:

Favorable

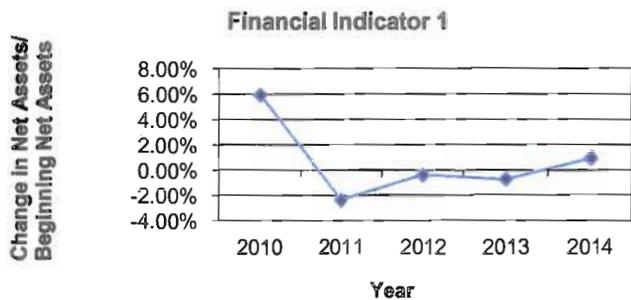
ENTITY: M30800 - Pompano Beach, City of

NOTE: Refer to Attachment A for an explanation of select indicators

Benchmark Group:

HISTORIC TREND

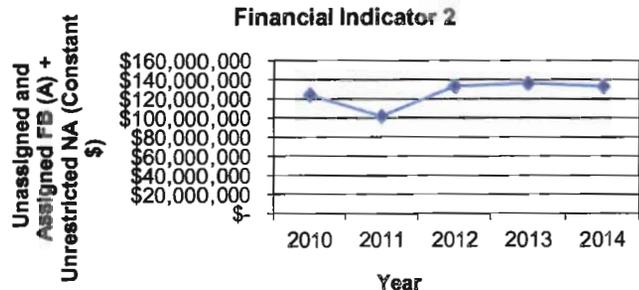
PEER GROUP BENCHMARK



Unfavorable = ▼ Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-83%	Y5 Entity	0.99%
Y2 to Y5 Diff	143%	Y5 Bench	0.70%
Y3 to Y5 Diff	391%	Y5 Entity to Bench Diff	42%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:	Favorable		

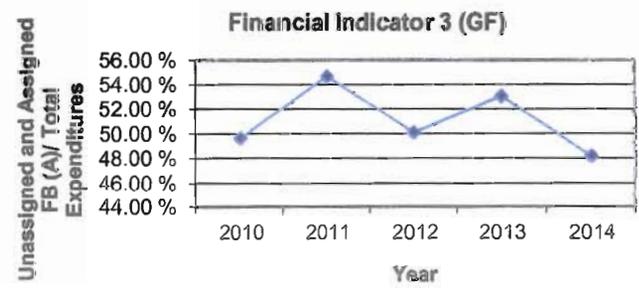


Unfavorable = ▼ Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	7%	Y5 Entity	\$ 133,804,772
Y2 to Y5 Diff	31%	Y5 Bench	\$ 72,408,574
Y3 to Y5 Diff	0%	Y5 Entity to Bench Diff	85%

Trend:	Favorable	Benchmark Comparison:	Favorable
Overall Rating:	Favorable		

(A)



Unfavorable = ▼ Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-3%	Y5 Entity	48.22%
Y2 to Y5 Diff	-12%	Y5 Bench	26.21%
Y3 to Y5 Diff	-4%	Y5 Entity to Bench Diff	84%

Trend:	Unfavorable	Benchmark Comparison:	Favorable
Overall Rating:	Inconclusive		

(B)



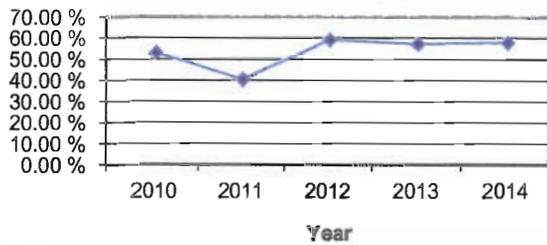
Benchmark Group:

**HISTORIC TREND**

**PEER GROUP BENCHMARK**

Unassigned/ Assigned  
FB (A)/ Total  
Expenditures

Financial Indicator 3 (G)



(C)

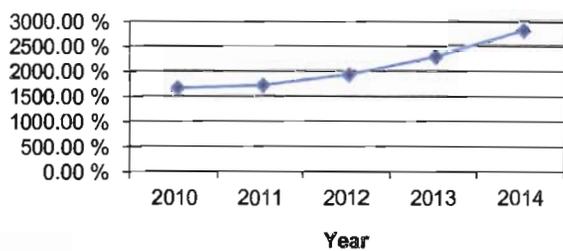
Unfavorable = ▼

Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	9%	Y5 Entity	57.89%
Y2 to Y5 Diff	43%	Y5 Bench	20.40%
Y3 to Y5 Diff	-2%	Y5 Entity to Bench Diff	184%
<b>Trend:</b>	<b>Inconclusive</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	

Cash & Investments/  
Current Liabilities

Financial Indicator 4 (GF)



(D)

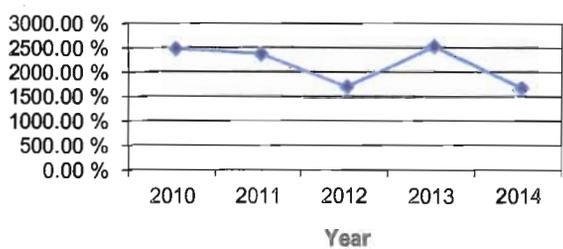
Unfavorable = ▼

Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	69%	Y5 Entity	2816.52%
Y2 to Y5 Diff	64%	Y5 Bench	605.83%
Y3 to Y5 Diff	46%	Y5 Entity to Bench Diff	365%
<b>Trend:</b>	<b>Favorable</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	

Cash & Investments/  
Current Liabilities

Financial Indicator 4 (G)



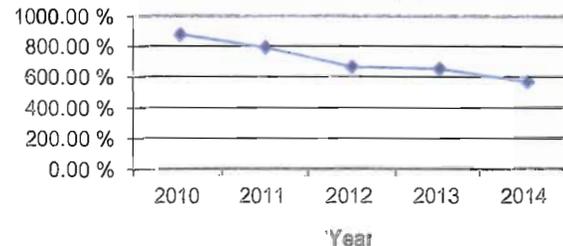
Unfavorable = ▼

Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-32%	Y5 Entity	1679.71%
Y2 to Y5 Diff	-29%	Y5 Bench	940.03%
Y3 to Y5 Diff	-1%	Y5 Entity to Bench Diff	79%
<b>Trend:</b>	<b>Unfavorable</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Inconclusive</b>	

Cash & Investments/  
Current Liabilities

Financial Indicator 4 (P)



Unfavorable = ▼

Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-35%	Y5 Entity	569.05%
Y2 to Y5 Diff	-28%	Y5 Bench	598.00%
Y3 to Y5 Diff	-15%	Y5 Entity to Bench Diff	-5%
<b>Trend:</b>	<b>Unfavorable</b>	<b>Benchmark Comparison:</b>	<b>Inconclusive</b>
<b>Overall Rating:</b>		<b>Inconclusive</b>	

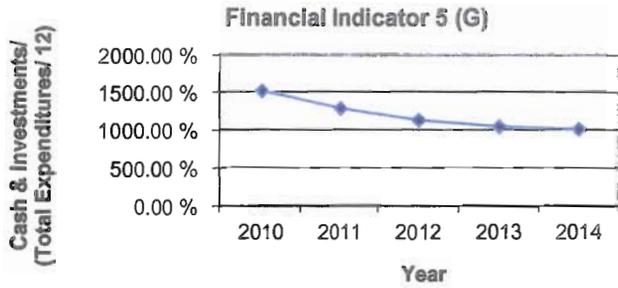


ENTITY: M30800 - Pompano Beach, City of

Benchmark Group:

**HISTORIC TREND**

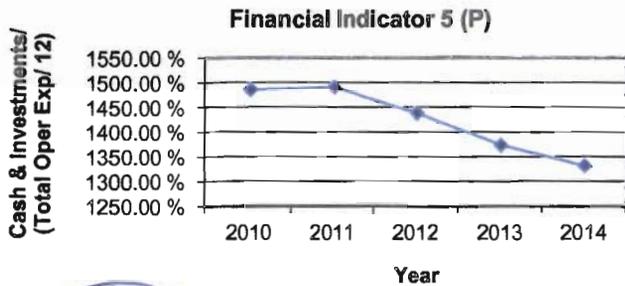
**PEER GROUP BENCHMARK**



Unfavorable = ▼ Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-34%	Y5 Entity	1011.14%
Y2 to Y5 Diff	-21%	Y5 Bench	898.12%
Y3 to Y5 Diff	-11%	Y5 Entity to Bench Diff	13%

Trend:	Unfavorable	Benchmark Comparison:	Favorable
Overall Rating:	Inconclusive		

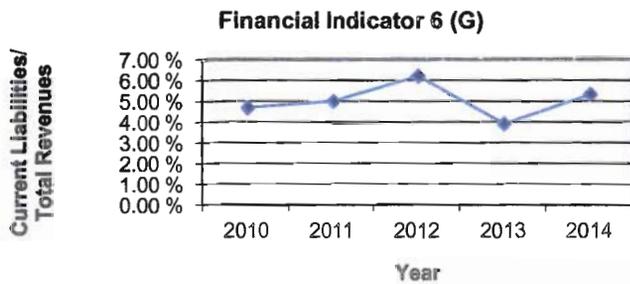


Unfavorable = ▼ Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-10%	Y5 Entity	1332.50%
Y2 to Y5 Diff	-11%	Y5 Bench	1589.22%
Y3 to Y5 Diff	-7%	Y5 Entity to Bench Diff	-16%

Trend:	Unfavorable	Benchmark Comparison:	Unfavorable
Overall Rating:	Unfavorable		

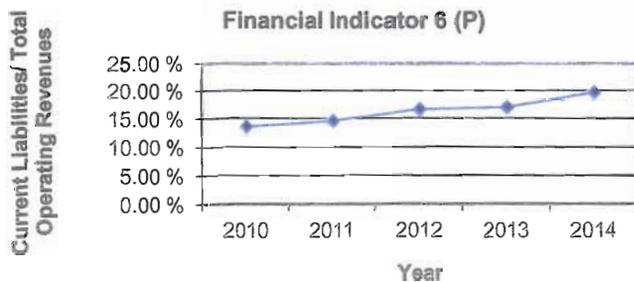
(E)



Unfavorable = ▲ Favorable = ▼

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	13%	Y5 Entity	5.34%
Y2 to Y5 Diff	6%	Y5 Bench	8.60%
Y3 to Y5 Diff	-14%	Y5 Entity to Bench Diff	-38%

Trend:	Inconclusive	Benchmark Comparison:	Favorable
Overall Rating:	Inconclusive		



Unfavorable = ▲ Favorable = ▼

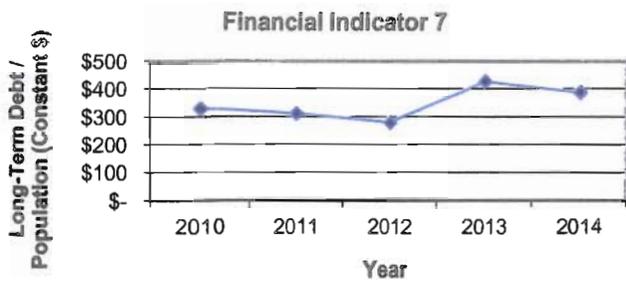
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	45%	Y5 Entity	19.75%
Y2 to Y5 Diff	35%	Y5 Bench	19.96%
Y3 to Y5 Diff	19%	Y5 Entity to Bench Diff	-1%

Trend:	Unfavorable	Benchmark Comparison:	Favorable
Overall Rating:	Inconclusive		



ENTITY: M30800 - Pompano Beach, City of

Benchmark Group:



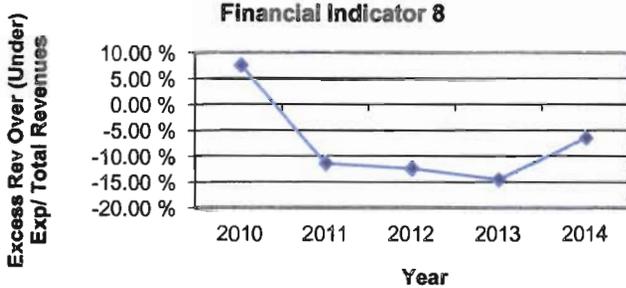
**HISTORIC TREND**

**PEER GROUP BENCHMARK**

Unfavorable = ▲

Favorable = ▼

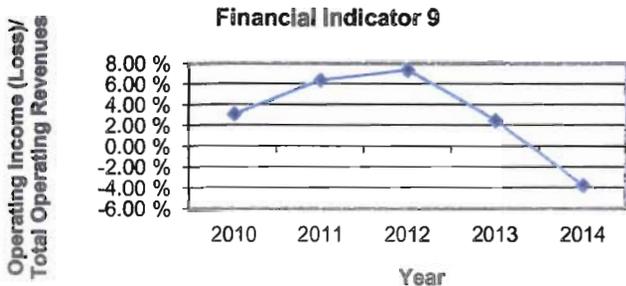
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	17%	Y5 Entity	\$ 389
Y2 to Y5 Diff	24%	Y5 Bench	\$ 797
Y3 to Y5 Diff	38%	Y5 Entity to Bench Diff	-51%
<b>Trend:</b>	<b>Inconclusive</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	



Unfavorable = ▼

Favorable = ▲

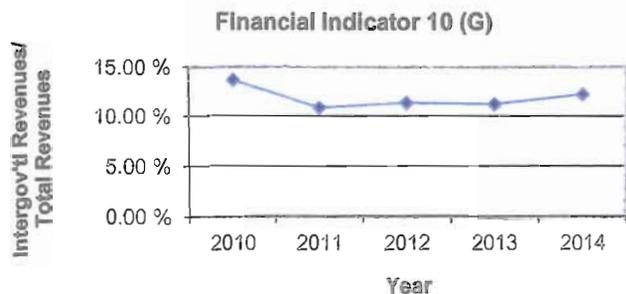
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-183%	Y5 Entity	-6.36%
Y2 to Y5 Diff	44%	Y5 Bench	-1.42%
Y3 to Y5 Diff	48%	Y5 Entity to Bench Diff	-348%
<b>Trend:</b>	<b>Unfavorable</b>	<b>Benchmark Comparison:</b>	<b>Unfavorable</b>
<b>Overall Rating:</b>		<b>Unfavorable</b>	



Unfavorable = ▼

Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-220%	Y5 Entity	-3.72%
Y2 to Y5 Diff	-158%	Y5 Bench	10.58%
Y3 to Y5 Diff	-150%	Y5 Entity to Bench Diff	-135%
<b>Trend:</b>	<b>Unfavorable</b>	<b>Benchmark Comparison:</b>	<b>Unfavorable</b>
<b>Overall Rating:</b>		<b>Unfavorable</b>	



Unfavorable = ▲

Favorable = ▼

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-10%	Y5 Entity	12.27%
Y2 to Y5 Diff	13%	Y5 Bench	17.99%
Y3 to Y5 Diff	8%	Y5 Entity to Bench Diff	-32%
<b>Trend:</b>	<b>Favorable</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	

Financial Indicator 11 (G)

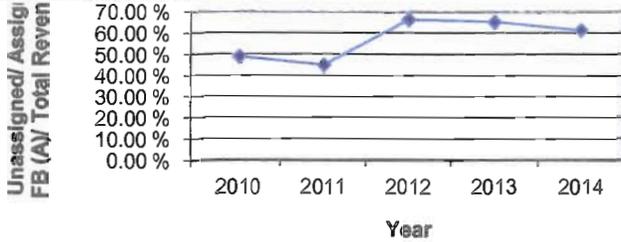
Unfavorable = ▼

Favorable = ▲



**ENTITY: M30800 - Pompano Beach, City of**

**Benchmark Group:**

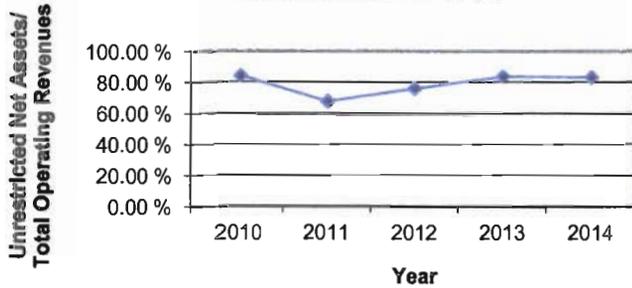


**HISTORIC TREND**

**PEER GROUP BENCHMARK**

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	25%	Y5 Entity	61.57%
Y2 to Y5 Diff	36%	Y5 Bench	25.02%
Y3 to Y5 Diff	-7%	Y5 Entity to Bench Diff	146%
<b>Trend:</b>	<b>Inconclusive</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	

**Financial Indicator 11 (P)**

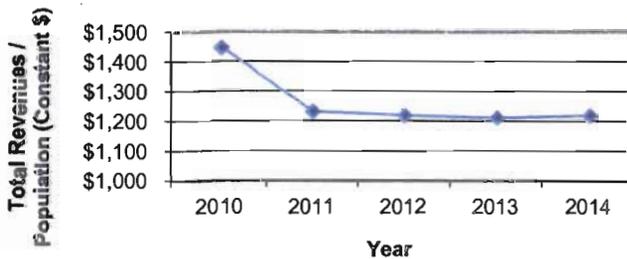


Unfavorable = ▼

Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-1%	Y5 Entity	83.43%
Y2 to Y5 Diff	23%	Y5 Bench	77.39%
Y3 to Y5 Diff	10%	Y5 Entity to Bench Diff	8%
<b>Trend:</b>	<b>Favorable</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	

**Financial Indicator 12**



Unfavorable = ▼

Favorable = ▲

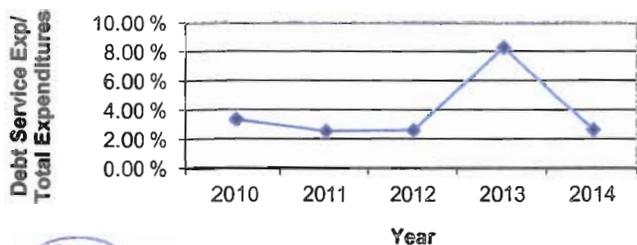
Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-16%	Y5 Entity	\$ 1,220
Y2 to Y5 Diff	-1%	Y5 Bench	\$ 1,173
Y3 to Y5 Diff	0%	Y5 Entity to Bench Diff	4%
<b>Trend:</b>	<b>Inconclusive</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	



ENTITY: M30800 - Pompano Beach, City of

Benchmark Group:

Financial Indicator 13



(F)

**HISTORIC TREND**

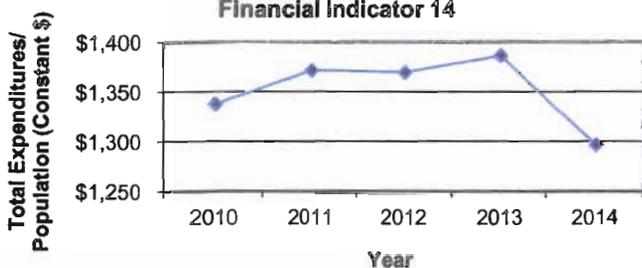
**PEER GROUP BENCHMARK**

Unfavorable = ▲

Favorable = ▼

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-21%	Y5 Entity	2.67%
Y2 to Y5 Diff	4%	Y5 Bench	7.64%
Y3 to Y5 Diff	2%	Y5 Entity to Bench Diff	-65%
<b>Trend:</b>	<b>Favorable</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	

Financial Indicator 14

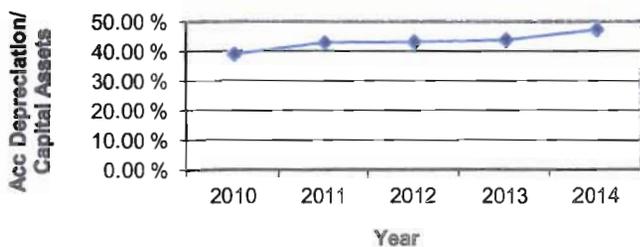


Unfavorable = ▲

Favorable = ▼

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-3%	Y5 Entity	\$ 1,297
Y2 to Y5 Diff	-5%	Y5 Bench	\$ 1,207
Y3 to Y5 Diff	-5%	Y5 Entity to Bench Diff	7%
<b>Trend:</b>	<b>Favorable</b>	<b>Benchmark Comparison:</b>	<b>Unfavorable</b>
<b>Overall Rating:</b>		<b>Inconclusive</b>	

Financial Indicator 15 (G)

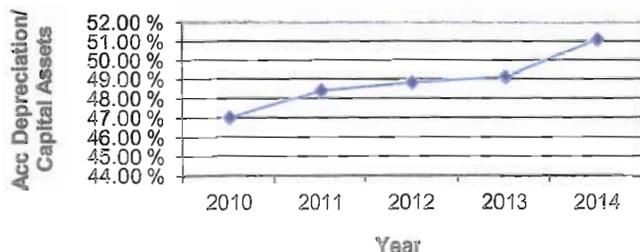


Unfavorable = ▲

Favorable = ▼

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	21%	Y5 Entity	47.44%
Y2 to Y5 Diff	10%	Y5 Bench	50.82%
Y3 to Y5 Diff	9%	Y5 Entity to Bench Diff	-7%
<b>Trend:</b>	<b>Favorable</b>	<b>Benchmark Comparison:</b>	<b>Favorable</b>
<b>Overall Rating:</b>		<b>Favorable</b>	

Financial Indicator 15 (P)



Unfavorable = ▲

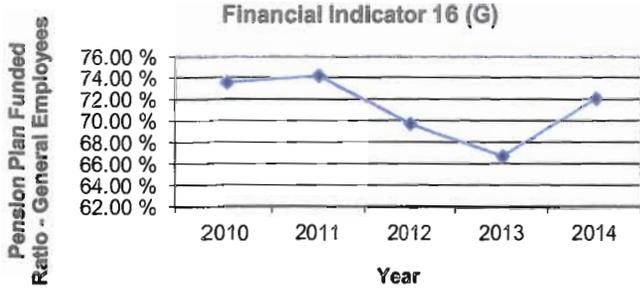
Favorable = ▼

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	9%	Y5 Entity	51.11%
Y2 to Y5 Diff	6%	Y5 Bench	46.97%
Y3 to Y5 Diff	5%	Y5 Entity to Bench Diff	9%
<b>Trend:</b>	<b>Inconclusive</b>	<b>Benchmark Comparison:</b>	<b>Unfavorable</b>
<b>Overall Rating:</b>		<b>Inconclusive</b>	



ENTITY: M30800 - Pompano Beach, City of

Benchmark Group:



**HISTORIC TREND**

**PEER GROUP BENCHMARK**

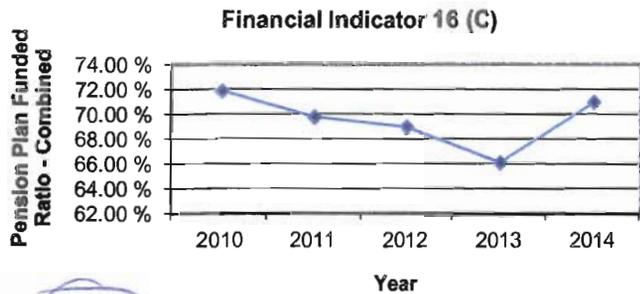
Unfavorable = ▼

Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-2%	Y5 Entity	72.10%
Y2 to Y5 Diff	-3%	Y5 Bench	76.76%
Y3 to Y5 Diff	3%	Y5 Entity to Bench Diff	-6%

Trend:	Inconclusive	Benchmark Comparison:	Unfavorable
<b>Overall Rating:</b>		<b>Unfavorable</b>	



Unfavorable = ▼

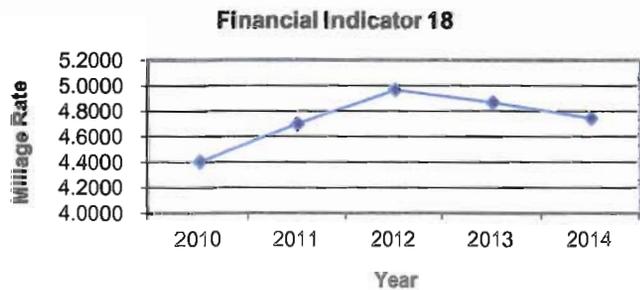
Favorable = ▲

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	-1%	Y5 Entity	71.00%
Y2 to Y5 Diff	2%	Y5 Bench	61.87%
Y3 to Y5 Diff	3%	Y5 Entity to Bench Diff	15%

Trend:	Favorable	Benchmark Comparison:	Favorable
<b>Overall Rating:</b>		<b>Favorable</b>	

(G)



Unfavorable = ▲

Favorable = ▼

Trend Information		Benchmark Comparison Information	
Y1 to Y5 Diff	8%	< 5.0000	Low
Y2 to Y5 Diff	1%	5.0000 - 9.4999	Medium
Y3 to Y5 Diff	-4%	9.5000 +	High
		Y5 Entity	4.7470

Trend:	Favorable	Benchmark Comparison:	Favorable
<b>Overall Rating:</b>		<b>Favorable</b>	

(A) Prior to implementation of GASB 54, this data element consists of unreserved fund balance.

**Recap of Financial Indicators**

1	Favorable	6 (G)	Inconclusive	13	Favorable
2	Favorable	6 (P)	Inconclusive	14	Inconclusive
3 (GF)	Inconclusive	7	Favorable	15 (G)	Favorable
3 (G)	Favorable	8	Unfavorable	15 (P)	Inconclusive
4 (GF)	Favorable	9	Unfavorable	16 (G)	Unfavorable
4 (G)	Inconclusive	10 (G)	Favorable	16 (C)	Favorable
4 (P)	Inconclusive	11 (G)	Favorable	18	Favorable
5 (G)	Inconclusive	11 (P)	Favorable		
5 (P)	Unfavorable	12	Favorable		



City of Pompano Beach  
 General Fund (Fund 001) --- Fund Balance Comparison  
 Fiscal Years 2010, 2011, 2012, 2013 and 2014

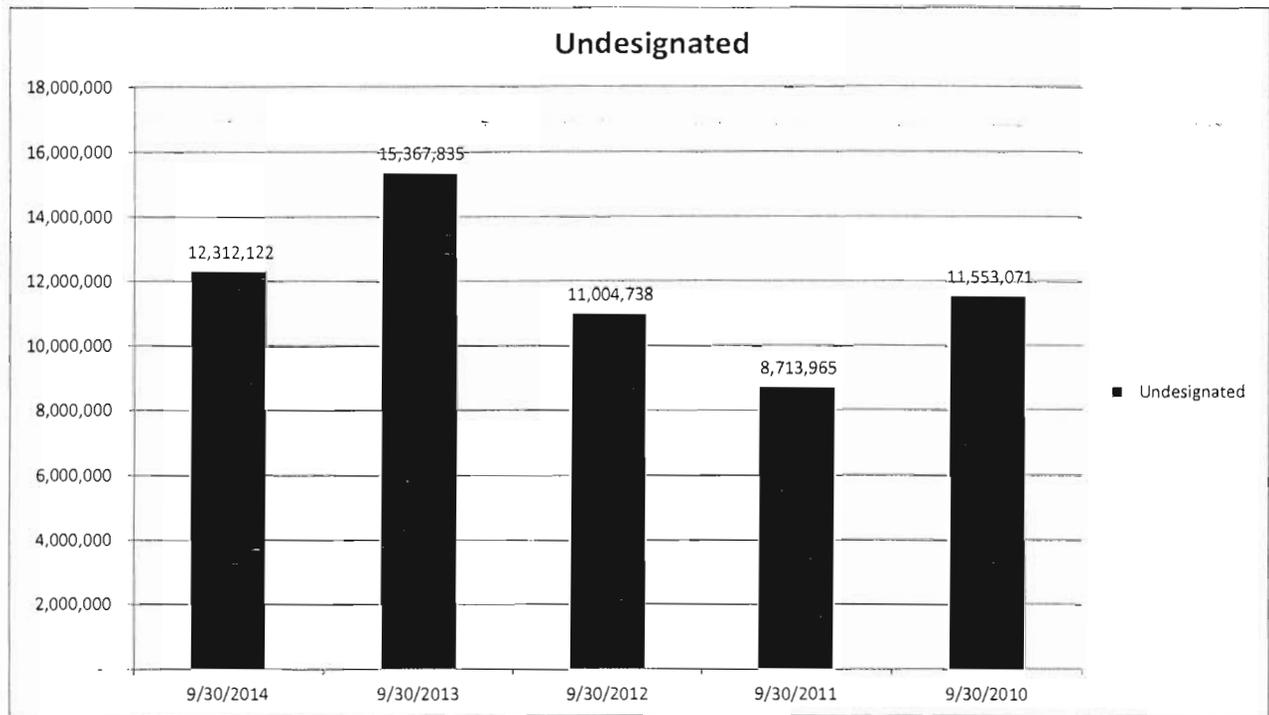
ATTACHMENT C

	9/30/2014	9/30/2013	9/30/2012	9/30/2011	9/30/2010
<b>Fund Balances:</b>					
<b>Nonspendable (Inventory &amp; Prepaids)</b>	194,404	328,490	1,380,183	245,514	284,410
<b>Restricted (Bldg. Fund)</b>	8,129,626	6,682,395	8,175,752	8,190,183	24,529,637
<b>Assigned (Projects, Encumbrances &amp; Designated for Subsequent Years Expds.)</b>	2,933,852	5,023,642	8,525,298	10,558,773	15,999,647
<b>Unassigned:</b>					
Designated for Disaster Recovery	19,240,884	18,899,039	18,465,491	20,868,950	19,841,541
Designated for Operating Contingency (2 months oper. expds.-GFOA)	19,248,694	18,784,937	18,959,374	18,585,434	17,935,578
Designated for line of Credit Due Broward County		-	-	-	-
Undesignated	12,312,122	15,367,835	11,004,738	8,713,965	11,553,071
<b>Subtotal Unassigned Fund Balance</b>	<b>50,801,700</b>	<b>53,051,811</b>	<b>48,429,603</b>	<b>48,168,349</b>	<b>49,330,190</b>
<b>Total Fund Balances</b>	<b>62,059,582</b>	<b>65,086,338</b>	<b>66,510,836</b>	<b>67,162,819</b>	<b>90,143,884</b>
<b>Unassigned Fund Balance \$ Variance</b>	<b>(2,250,111)</b>	<b>4,622,208</b>	<b>261,254</b>	<b>(1,161,841)</b>	<b>1,082,665</b>
Unassigned Fund Balance % Variance	-4%	10%	1%	-2%	2%
<b>Overall Fund Balance \$ Variance</b>	<b>(3,026,756)</b>	<b>(1,424,498)</b>	<b>(651,983)</b>	<b>(22,981,065)</b>	<b>(1,305,920)</b>
Overall Fund Balance % Variance	-5%	-2%	-1%	-25%	-1%

<u>9/30/2009</u>	<u>9/30/2008</u>
265,960	258,488
25,698,280	25,710,502
17,238,039	11,604,129
19,262,481	20,400,000
17,804,556	16,841,965
902,121	-
10,278,367	9,426,808
<b>48,247,525</b>	<b>46,668,773</b>
<u>91,449,804</u>	<u>84,241,892</u>

-  
-

City of Pompano Beach  
 General Fund Undesignated Fund Balance Comparison  
 Last Five Fiscal Years



EXPLANATIONS FOR FLUCTUATIONS BETWEEN FISCAL YEARS:

2010 to 2011 (Approx. \$2.8 mil Decrease - 25%)

Large CIP activity & loss in operations. Year of Bldg. Fund \$15 mil chargeback. Also one time infusions [debt service fund closeout S-\$1.1 mil & hurricane fund (\$1.3 mil) closeout].

2011 to 2012 (Approx. \$2.3 mil Increase - 26%)

Primarily due to reduced hurricane contingency by \$2.4 mil due to revised calculations for FEMA closeout & MCI decrease which shifted funds to undesignated. During year also had prolonged vacancies in Parks&rec. and greater than anticipated collections for primarily utility electric& franchise fees (\$1.1 mil). Also rec'd \$300k lump communication service tax audit distribution (State performed jurisdictional audit).

2012 to 2013 (Approx. \$4.4 mil Increase - 40%)

Primarily due to the net effect of greater than anticipated collections for electric utility taxes (\$.7 million); Less expenditures than anticipated for public safety expenses due to application of pension credit against BSO policing services contract Sept. payment (\$2.2 mil); Less than anticipated expds. for Parks & Recreation (vacancies etc.) and capital outlay; Transfer of surplus funds to the Capital Project Fund for various projects, the Golf Fund to cover the costs of a new golf course maintenance contract and the hiring of a Golf Manager and a transfer to the East CRA District Fund to cover costs associated with the Relocation of the Beach Library Project.

2013 to 2014 (Approx. \$4.9 mil Decrease - 32%)

Due to the City's transfer and commitment of funds to the capital projects fund for various capital initiative during the fiscal year (i.e. Library/Cultural Center).

**City of Pompano Beach,  
Florida**

**Management Letter in Accordance  
With Chapter 10.550, *Rules of the  
Florida Auditor General***

For the Year Ended  
September 30, 2014

**Contents**

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Management Letter in Accordance with  
Chapter 10.550 of the *Rules of the  
Florida Auditor General*

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**Management Letter in Accordance with  
Chapter 10.550 of the Rules of the  
Florida Auditor General**

Honorable Mayor and Members of the  
City Commission of the City of  
Pompano Beach, Florida

**Report on the Financial Statements**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Pompano Beach, Florida (the City), as of and for the fiscal year ended September 30, 2014, and have issued our report thereon dated March \_\_, 2015. Our report includes a reference to other auditors who audited the financial statements of the Pompano Beach Police and Firefighters' Retirement System and the City of Pompano Beach General Employees' Retirement System.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reports and Schedule**

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, Independent Auditor's Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Federal Program and State Project and on Internal Control Over Compliance in Accordance with OMB Circular A-133 and Chapter 10.550 Rules of the Florida Auditor General and Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which are dated March \_\_, 2015, should be considered in conjunction with this management letter.

**Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial report.

**Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information is disclosed in Note 1 to the financial statements.

## **Financial Condition**

Section 10.554(1)(i)5.a., Rules of the Auditor General, requires that we report the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

## **Annual Financial Report**

Section 10.554(1)(i)5.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the City for the fiscal year ended September 30, 2014, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2014. In connection with our audit, we determined that these two reports were in agreement.

## **Other Matters**

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

## **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Mayor and City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Fort Lauderdale, Florida  
March \_\_, 2015

# **City of Pompano Beach, Florida**

Single Audit Reports in Accordance with  
OMB Circular A-133 and Chapter 10.550, *Rules of  
the Auditor General* of the State of Florida

Year Ended September 30, 2014

**City of Pompano Beach, Florida**

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**Independent Auditor's Report on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial  
Statements Performed in Accordance With  
Government Auditing Standards**

To the Honorable Mayor and Members of the  
City Commission  
City of Pompano Beach, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Pompano Beach, Florida (the City), as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March \_\_, 2015. Our report includes a reference to other auditors who audited the financial statements of the Pompano Beach Police and Firefighters' Retirement System and the City of Pompano Beach General Employees' Retirement System, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. This report includes an emphasis of matter relating to the City's adoption of Government Accounting Standards Board (GASB) Statement 65.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Fort Lauderdale, Florida  
March \_\_, 2015

**Independent Auditor's Report on Compliance for Each Major  
Federal Program and State Project; Report on Internal Control  
Over Compliance; and Report on the Schedule of Expenditures of  
Federal Awards and State Financial Assistance Required  
by OMB Circular A-133 and Chapter 10.550, *Rules of the Florida Auditor General***

To the Honorable Mayor and Members of the  
City Commission  
City of Pompano Beach, Florida

**Report on Compliance for Each Major Federal Program and State Project**

We have audited City of Pompano Beach, Florida's (the City) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* and the requirements described in the Florida Department of Financial Services *State Projects Compliance Supplement*, that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2014. The City's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs and state projects.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of the City's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and Chapter 10.550, *Rules of the Florida Auditor General*. Those standards, OMB Circular A-133 and Chapter 10.550, *Rules of the Florida Auditor General*, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the City's compliance.

**Opinion on Each Major Federal Program and State Project**

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2014.

## Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program or state project in order to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with OMB Circular A-133 and Chapter 10.550, *Rules of the Florida Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133 and Chapter 10.550, *Rules of the Florida Auditor General*. Accordingly, this report is not suitable for any other purpose.

## Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133 and State Financial Assistance

We have audited the financial statements of the City as of and for the year ended September 30, 2014, and have issued our report thereon dated March \_\_, 2015, which contained an unmodified opinion on those financial statements, and included a reference to other auditors and an emphasis of matter paragraph for the adoption of GASB Statement 65. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by OMB Circular A-133 and Chapter 10.550, *Rules of the Florida Auditor General*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards and state financial assistance is fairly stated in all material respects in relation to the financial statements as a whole.

Fort Lauderdale, Florida  
March \_\_, 2015

City of Pompano Beach, Florida

Schedule of Expenditures of Federal Awards and State Financial Assistance  
Fiscal Year Ended September 30, 2014

Federal/State Agency, Pass Through Entity Federal Program/State Project	CFDA CSFA No.	Contractor/ Grant No.	Expenditures	Pass through to Sub recipients
<b>Federal Awards</b>				
U.S. Department of Housing and Urban Development:				
Community Development Block Grants – Entitlement Grants Cluster				
Direct assistance:				
Community Development Block Grant	14.218	B-11-MC-12-0026 through B-13-MC-12-0026	\$ 1,670,030	\$ 116,350
Community Development Block Grant NSP (1)	14.218	B-08-MN-12-0024	1,193,070	-
<b>Total Community Development Block Grants – Entitlement Grants Cluster</b>			<b>2,863,100</b>	<b>116,350</b>
Direct assistance:				
Home Investment Partnership Program	14.239	M-10-MC-12-0229 through M-13-MC-12-0229	463,217	22,673
Neighborhood Stabilization Program NSP (3)	14.264	B-11-MN-12-0024	657,269	-
<b>Total U.S. Department of Housing and Urban Development</b>			<b>3,983,586</b>	<b>139,023</b>
U.S. Department of Justice (DOJ)				
Direct assistance:				
Federal Equitable Sharing Program	16.922	GR54939	347,733	-
Community Oriented Policing Services (COPS) Cops Hiring Program	16.710	2011-UM-WX-0040	634,855	-
<b>Total U.S. Department of Justice</b>			<b>982,588</b>	<b>-</b>

(Continued)

City of Pompano Beach, Florida

Schedule of Expenditures of Federal Awards and State Financial Assistance (Continued)  
 Fiscal Year Ended September 30, 2014

Federal/State Agency, Pass Through Entity Federal Program/State Project	CFDA CSFA No.	Contractor/ Grant No.	Expenditures	Pass through to Sub recipients
U.S. Department of Homeland Security, FEMA: Pass through Broward County Urban Area Security Initiative 2012	97.067	12-DS-22-11-23-02-236	\$ 47,586	\$ -
Pass through Florida Division of Emergency Management Assistance to Firefighters Grant Program	97.044	EMW-2012-FO-6031	177,032	-
<b>Total U.S. Department of Homeland Security, FEMA</b>			<u>224,618</u>	<u>-</u>
U.S. Department of Agriculture: Pass through Florida Department of Education Summer Food Service Program	10.559	04-0984	33,298	-
Federal Aviation Authority Aviation Grants -Airport Improvement Program	20.106	3-12-0066-001-2012	679,399	-
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<u>\$ 5,903,489</u>	<u>\$ 139,023</u>
State of Florida: Florida Housing Finance Corporation State Housing Initiative Partnership Program	52.901	SHIP 12,13,14	\$ 307,710	\$ -
State of Florida: Florida Department of Environmental Protection Voluntary Cleanup Tax Credits	37.056	VCTC #366 & 367	137,400	-
State of Florida: Florida Department of Transportation: Aviation Development Grants	55.004	423985-1-94-01 433475-1-94-01 433943-1-94-01	403,950	-
<b>TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE</b>			<u>\$ 849,060</u>	<u>\$ -</u>

See accompanying notes to schedule of expenditures of federal awards and state financial assistance.

City of Pompano Beach, Florida

Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance  
Year Ended September 30, 2014

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**Note 1. General and Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance (the "Schedule") presents the activity of all federal programs and state awards of the City of Pompano Beach, Florida (the "City") for the year ended September 30, 2014. All federal awards and state financial assistance received directly from federal and state agencies, as well as federal and state awards passed through other government agencies are included in the accompanying Schedule. The information in this schedule is presented in accordance with the requirements of the OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and Chapter 10.550, *Rules of the Florida Auditor General*. Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in fund balance/net position or cash flows, where applicable, of the City. The City's reporting entity is defined in Note 1 of the City's basic financial statements.

**Note 2. Basis of Accounting**

The accompanying Schedule is presented using the modified accrual basis of accounting for grants which are accounted for in the governmental fund types and on the accrual basis of accounting for grants which are accounted for in the proprietary fund types. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments* and the Rules of the Department of Financial Services, State of Florida, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

City of Pompano Beach, Florida

Schedule of Findings and Questioned Costs  
Fiscal Year Ended September 30, 2014

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I - Summary of Independent Auditor's Results

*Financial Statements*

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	_____ Yes	_____ X	No
Significant deficiency(ies) identified?	_____ Yes	_____ X	None Reported
Noncompliance material to financial statements noted?	_____ Yes	_____ X	No

*Federal Awards*

Internal control over major programs:

Material weakness(es) identified?	_____ Yes	_____ X	No
Significant deficiency(ies) identified?	_____ Yes	_____ X	None Reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133? \_\_\_\_\_ Yes \_\_\_\_\_ X No

Identification of major programs:

The programs tested as major were as follows:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
14.218	Community Development Block Grants Cluster
16.922	Federal Equitable Sharing Program

Dollar threshold used to distinguish between type A and type B programs: \$ 300,000

Auditee qualified as low-risk auditee? \_\_\_\_\_ X Yes \_\_\_\_\_ No

(Continued)

City of Pompano Beach, Florida

Schedule of Findings and Questioned Costs (Continued)  
 Fiscal Year Ended September 30, 2014

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Section I - Summary of Auditor's Results (Continued)

State Financial Assistance

Internal control over major projects:

Material weakness(es) identified?	_____ Yes	_____ X No
Significant deficiency(ies) identified?	_____ Yes	_____ X None Reported

Type of auditor's report issued on compliance for major projects:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with Chapter 10.550, *Rules of the Florida Auditor General*?

_____ Yes	_____ X No
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Identification of major projects:

The projects tested as major were as follows:

<u>CSFA Number(s)</u>
55.004
52.901

<u>Name of State Program</u>
Aviation Development Grants
State Housing Initiative Partnership Program

Dollar threshold used to distinguish between type A and type B projects:

\$300,000

The City of Pompano Beach, Florida

Schedule of Findings and Questioned Costs (Continued)  
Fiscal Year Ended September 30, 2014

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**Section II – Financial Statements Findings**

A. Internal Control

None reported.

B. Compliance

None reported.

**Section III – Federal Awards Findings and Questioned Costs**

A. Internal Control over Compliance

None reported.

B. Compliance

None reported.

**Section IV – State Financial Assistance Findings and Questioned Costs**

A. Internal Control over Compliance

None reported.

B. Compliance

None reported.

City of Pompano Beach, Florida

Summary Schedule of Prior Year's Audit Findings  
Fiscal Year Ended September 30, 2014

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No findings were noted for the year ended September 30, 2013.

**City Of**  
**Pompano Beach,**  
**Florida**

Fiscal Year Ended September 30, 2014

Prepared by the  
Finance Department

Suzette Sible, Finance Director

Andrew Jean-Pierre, Controller

Erica Simmons-Ahimah, Accountant

Jayne Post, Accounting Systems Analyst

Jesse Durbin, Accounting Supervisor

Tana Ziontz, Department Head Secretary

**CITY OF POMPANO BEACH, FLORIDA**  
**COMPREHENSIVE ANNUAL FINANCIAL REPORT**  
**FISCAL YEAR ENDED SEPTEMBER 30, 2014**

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## **INTRODUCTORY SECTION**

# CITY OF POMPANO BEACH, FLORIDA

## Commission-Manager Form of Government

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### CITY COMMISSION

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Lamar Fisher	Mayor at Large
Charlotte Burrie	Vice Mayor, District II
Barry Dockswell	Commissioner, District I
Rex Hardin	Commissioner, District III
Ed Phillips	Commissioner, District IV
Barry Moss	Commissioner, District V

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### APPOINTED OFFICIALS

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Dennis Beach	City Manager
Gordon B. Linn	City Attorney
Asceleta Hammond	City Clerk
Barbara DeLeon	Internal Auditor

The Honorable Mayor,  
Commissioners and Residents of the  
City of Pompano Beach, Florida

Dear Honorable Mayor, City Commissioners and Residents:

We are pleased to submit the Comprehensive Annual Financial Report (CAFR) of the City of Pompano Beach, Florida (the City), for the fiscal year ended September 30, 2014. This report, presented in conformity with accounting principles generally accepted in the United States of America (GAAP), was prepared by the City's Finance Department and audited by an independent firm of certified public accountants, McGladrey LLP, as mandated by Florida Statutes, Chapter 218.39, Annual Financial Audit Reports. The audit was conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, and the Rules of the Auditor General of the State of Florida, promulgated pursuant to Florida Statute, Chapter 11.45. The independent auditor has issued an unmodified opinion that this CAFR fairly presents the financial position of the City and complies with applicable reporting standards.

The City is responsible for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures. Management has established an internal control structure designed to help ensure the assets of the City are protected from loss, theft or misuse and to help ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute assurance, that the financial statements will be free from material misstatement. We believe the data, as presented, is accurate in all material respects and is reported in a manner designed to fairly set forth the financial position and results of operations of the City as measured by the financial activity of its various funds.

As a recipient of federal, state and county financial assistance, the City is also responsible for the establishment of an adequate internal control structure to help ensure compliance with applicable laws and regulations related to those programs. The City is required to undergo an annual single audit performed under the provisions of the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* and Chapter 10.550, *Rules of the Auditor General, of the State of Florida*. The information related to the Single Audit, including the schedule of expenditure of federal awards and state financial assistance, findings and recommendations, and auditors' reports on the internal control and compliance with applicable laws and regulations are included in a separate report, under separate cover.

This report is divided into three parts. The Introductory Section provides a summary of the contents of the entire report and general information about the reporting entity. The Financial Section includes the Independent Auditors' Opinion, Management's Discussion and Analysis (Unaudited), the Basic Financial Statements, Notes to the Financial Statements, Required Supplementary Information (Unaudited), and the Combining and Individual Fund Financial Statements and Schedules. The Management's Discussion and Analysis section provides a narrative introduction, overview and analysis of the basic financial statements. It complements this letter of transmittal and should be read in conjunction with it.

## PROFILE OF THE CITY

The City was incorporated in 1947 and covers an area of approximately 24.59 square miles. The legal authority by which the City was created and is governed is its charter, which was derived from Chapter 57-1754, Special Acts 1957, as amended. The City is governed by an elected five member district commission and a mayor at large. In addition to general government services, the City also provides community planning and redevelopment, public safety, public works and culture and recreation services to its residents. Furthermore, the City's water and sewer, stormwater, sanitation, golf, pier, airpark and parking operations are reported as enterprise funds.

Located in Broward County, Florida, the City is centrally located between Palm Beach and Miami, and is the year-round home to approximately 105,000 residents. During the peak season (September through March), this number increases to nearly 150,000. As the name implies (Pompano - a species of in-shore tropical game fish) the City is famous for some of the world's best sport fishing and is locally known as the "dive capital" of Broward County. Once a thriving agricultural community, the City has evolved into a warehouse/distribution hub for a wide range of companies that service the over 5 million residents of the South Florida market. The Pompano Beach Air Park is also home to the famous Goodyear Blimp.

The City offers 3 miles of beautiful shoreline and the City's public beach has been declared a Blue Wave Award winner since 2000. Additionally, in 2005 the City was named an All-America City. The All-America City Award is America's original and most prestigious community recognition award honoring communities in which community members, government, businesses and non-profit organizations work together to address critical local issues. The City has also been declared a Tree City USA for the twenty-sixth year and is committed to enhancing its tree canopy and providing shade and fresh air to residents and guests. Due to its mild year round climate, visitors to the City can also enjoy its beautiful parks, beaches, boating, fishing, scuba diving and all other types of outdoor recreation.

Due to its tremendous transportation links, the City is now home to over 30 million square feet of industrial/warehouse/distribution space, which includes regional headquarters for companies such as Aetna, Aquathin, Associated Grocers, FedEx Ground, Point Blank Enterprises and Stimpson Co. The City provides access to both the Florida Turnpike and Interstate 95 and also provides access to both the CSX and FEC railroads.

## THE REPORTING ENTITY

The accompanying CAFR includes the financial activities of the City, the primary government, and its component units, which are the Pompano Beach Emergency Medical Services District (EMS), the Herb Skolnick Cultural Arts Foundation, Inc. (the CAF) and the Pompano Beach Community Redevelopment Agency, which includes the Northwest and the East Districts (the Districts). Financial information for the City and these component units is accounted for in the accompanying financial statements in accordance with principles defining the governmental reporting entity adopted by the Governmental Accounting Standards Board (GASB). The criterion used for including component units consists of identification of legally separate organizations for which elected officials of the City are financially accountable. The criterion also includes identification of organizations for which the nature and significance of their relationships with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete and as such, these entities are presented on a blended basis.

EMS is a dependent special district created to provide emergency medical care and transportation to the residents of the City. EMS has been presented as a blended component unit because it is governed by the City Commission and there is a financial benefit or burden relationship between the City and EMS. The EMS fund is reported as a special revenue fund.

The CAF and the Districts have also been presented as blended component units because they are governed by the City Commission and management of the City has operational responsibility for them. The CAF and the Districts are reported as special revenue funds.

## **FACTORS IMPACTING ECONOMIC AND FINANCIAL CONDITION**

Broward County has continued to lead South Florida and the State of Florida in employment over the past 24 months. Broward County's year ending unemployment rate of 4.5% is among the lowest in the State of Florida and lowest among counties with labor forces over 400,000. It continues to best neighboring counties of Palm Beach and Miami-Dade at 4.8% and 6.9% respectively, as well as, both the State and national rates of 5.6%.

By all indications, there was little not to like about the progress of the economy in 2014, and 2015 is looking like another strong year, if not the strongest in quite some time.

### **Industrial & Aviation Market(s)**

The Pompano Beach industrial submarket includes approximately 827 buildings totaling 32 million+ square feet, which constitutes over 23% of the entire Broward County industrial market. According to CBRE's Broward County Industrial MarketView report, the submarkets vacancy rate dropped from 8.0% to 5.8% from the beginning of 2014 through the end of the year.

The drop in vacancy can be attributed to a number of factors including: lack of available land due to increased competition for prime locations throughout the county, increased prices for labor and materials that directly led to increased construction costs, increases in domestic spending helped strengthen the retail sector, as well as, increases in e-commerce and domestic manufacturing.

The primary factor being that the Broward's industrial market "is experiencing a shortage of land zoned for industrial use," according to CBRE's MarketView report and this has forced tenants "to compete for limited existing space." The 2014 Q4 report states: "... multifamily and retail developers seeking well-positioned properties have driven up the price for developable land in Broward County, and thereby priced some industrial developers out of the market." The Q4 Industrial MarketView report explains "A strengthening retail sector coupled with a remarkable rise in domestic manufacturing has contributed to strong velocity in the Broward County industrial market."

This is further evidenced by, warehouse space accounting for the largest amount of leasing activity. The MarketView report explains, "Most activity in the Broward industrial market came from renewals of tenants who did not want to relocate or were unwilling to pay higher rents." Further, "The demand for cold storage is higher than ever as increasing amounts of perishable commodities are imported and exported to the area." All of these factors lead to a tightening of the market.

The CBRE MarketView Q3 report also offered a different perspective, stating, "Landlords cut down larger spaces to capture the leasing activity of tenants pursuing smaller space. Despite an active leasing market, a large amount of big-block space is available throughout the county;" however, not for sale apparently. "The inventory of owner-user buildings available for sale is extremely low." The Q4 MarketView report does offer, "There was healthy demand for income-producing assets in Broward County during Q4 2014." All of these factors make it difficult, if not impossible, to find bargains or deals in the market for purchasing property.

The two primary negatives being rising construction costs, (15%-20% over the past two years, according to market professionals) and diminishing available land for industrial development.

The CoStar webinar presenters; Rene Circ, Director of Research, Industrial and Shaw Lupton, Senior Real Estate Economist, both stated on multiple occasions "it's hard to imagine a better market than

today for industrial investors (nationally).”

This was localized by Tony Villamil, Founder and Principal of the Washington Economics Group, and presenter at the South Florida NAIOP chapters Economic Outlook event, agreed, stating that “strong fundamentals strengthen the outlook for a strong 2015 economic year for Broward County.” He pointed to a number of factors including: housing starts rising (not at recession levels, but positive), the increase in perception of the County’s global brand, corporate relocations, a growing tech hub climate, the area’s higher education cluster, growth at Miami and Ft. Lauderdale/ Hollywood international airports, as well as, the expected growth at the local ports from the Panama Canals expansion, which is expected to be completed in 2015.

~~North Andrews Extension continuation: The missing segment of N. Andrews Ave. Extension between NW 18<sup>th</sup> Street and Atlantic Boulevard was completed and opened for traffic in December 2008. This new road has improved transportation options for hundreds of acres of industrial property, west of I-95. The final two phases of the project are underway.~~

The widening to four (4) lanes from N.W. 18<sup>th</sup> Street to Copans Road is well underway. Numerous businesses, like Dometic Marine Air, have been processed and approved by the City for the redevelopment & reconfiguration of their properties.

Acquisition for the widening of Andrews Avenue from Atlantic Boulevard to S.W. 3<sup>rd</sup> Street to four lanes is complete. Construction is supposed to start soon and is scheduled for completion in 2016.

Aviation. The Pompano Beach Air Park had more development activity in the past year with more to come in 2015:

- Pompano Aviation, LLC constructed a 68,578 sf Fixed Base Operation (FBO) on 8.41 acres that includes aviation fuel sales. SOCATA, a French plane manufacturer, is relocating to the facility from North Perry Airport in southern Broward County.
- Sheltair Aviation broke ground on their taxiway for a planned future 49,500 sf hangar development on 7.2 acres at the eastern edge of the Air Park.

Other industrial development projects include:

- Weeks Robinson is developing *Pompano Distribution Center 2* on a 7.53 acre property north of Sample Road for another 128,342 sf distribution facility.
- ProLogis is developing *Phase 2* of its project, finishing construction of 357,888 sf on 26.2 acres as at N.W. 33<sup>rd</sup> Street.
- AlSCO Laundry is redeveloping a 59,387 sf facility on 2.14 acres at 2631 N.W. 17<sup>th</sup> Lane.
- Dometic Marine Air completed a 32,000 sf addition to their existing 66,893 sf facility on 5.34 acres at 2000 N. Andrews Avenue.
- Morrow Equipment is developing a 6.55 acre storage yard and a 26,933 sf building at 1550 N. Powerline Road.
- Duke recently gained approvals to complete development at their *Premier Turnpike Park*. The final phase of the development consists of 2 buildings totaling 178,992 sf at 3021 N.W. 27<sup>th</sup> Avenue.

### **Residential Market**

The Sun Sentinel reported “It was a modest year for growth in housing starts across South Florida as lack of land continues to hamstring homebuilders. The two counties, particularly Broward, face a shortage of available land for development that’s keeping a lid on production.”

Pompano Beach has seen very little development on the single family product front; however, multi-family development seems to be relatively steady with projects such as Vintage Park on the 4600 block of North Federal Highway, the Jefferson on the 4400 block of North Federal Highway and KOI on the 500 block of East Atlantic Boulevard underway or just coming online. The three projects offer a combined total of 839 units along the City's primary transit corridors. More recently a number of oceanfront condominium projects have submitted plans for development.

Metrostudy News reported "Constraints in land availability, labor supply, and the cumulative effect of price increases are all factors in dampening the growth of the starts rate. Restrictive mortgage qualifying standards are also crimping demand." David Cobb, Director of Metrostudy's South Florida region notes, "The supply of vacant developed lots varies across the six-county region. Lots are plentiful and relatively cheap (by South Florida standards) in St. Lucie and Indian River counties. Lot supply is not keeping up with demand in Palm Beach, Broward and Dade counties."

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Residential projects in the City include:

- Vintage Park is close to being completed. The project includes 249 units on 5.328 acres at 4661 North Federal Highway.
- The Jefferson, a 240 apartment complex on 9.11 acres at 4411 N. Federal Hwy. is underway.
- The Myelin Group has started construction on KOI, a 350 unit mixed use development on 8.8 acres along East Atlantic Blvd. The project is to include 7,500 square feet of commercial space, a community center and a 48 slip marina.
- The *New Covenant Homes* development at 3311 N. Andrews Avenue has been granted approval for 108 townhome units on 6.87 acres.
- John Knox Village has submitted plans to construct a 7 story, 144 bed "Green House" development on 3.33 acres of the 68+ acre complex. The \$34 million development project will be a state-of-the-art skilled nursing care center and includes a spa and bistro.
- Palm Aire Associates LP obtained approvals to construct 907 dwelling units on 84.881 acres on a vacant golf course on the north side of Atlantic Blvd. Phase 1 of this development, the *Residences at Palm Aire*, is for 404 multifamily units on 26.77 acres at 3491 W. Atlantic Blvd.
- WH Pompano, LLC obtained a land use plan amendment on 6.4 acres at 1350 S. Ocean Blvd. in order to construct a 303 unit condominium development.
- The Pompano Beach Community Redevelopment Agency (CRA) obtained site plan approval for 33 single family homes on 10.5 acres at NW 8<sup>th</sup> Street and NW 20<sup>th</sup> Avenue in the Hunter's Manor neighborhood.
- 1380 S. Ocean Blvd. FL, LLC obtained site plan approval to construct 134 residential units and 98 apartment/hotel units on 4.3228 acres at 1380 S. Ocean Blvd.

### **Commercial – Office & Retail Markets**

**Office** – According to CBRE MarketView reports, the Pompano Beach office market includes approximately 915,388 sf of space. Unlike the magnitude of Pompano Beach's industrial product, this constitutes merely 3% of the Broward County office market and includes no Class A space.

The CBRE MarketView report for the 3<sup>rd</sup> Quarter 2013 states: "Since 2011, 27 tenants... have relocated to the CBD (meaning downtown Ft. Lauderdale) from the suburbs, leading the way to improved market fundamentals. The momentum in the urban area is driven by a diverse base of business and employment opportunities, apartments and condominiums for a number of different lifestyles and a blend of retail stores and restaurants." It continues, "Total vacancy in the CBD decreased for the 9<sup>th</sup> consecutive quarter to 13.2% during Q3 2014 from 21.7% during Q3 2012." The MarketView report for the 4<sup>th</sup> Quarter 2014 concludes: "Companies seeking prime office space to attract top talent are absorbing space within the CBD... As demand continues to grow with little new product coming online,

the suburban market will continue to experience lower vacancy and higher rental rates.”

These factors more than substantiate Pompano Beach’s investment in its ‘downtown’ area, the area identified as the “Downtown Pompano Beach Overlay District (DPOD)”; Pompano Beach’s once and future downtown. Currently, the City does not have the Class A product to offer potential headquarter operations that Ft. Lauderdale does; however, recent efforts by the City, its Northwest CRA and its redevelopment team have been setting the stage for such future investment and development. The painstaking tasks of assembling land and obtaining the appropriate land use and zoning for the area, as well as, tearing up roadways, diverting traffic and upgrading the infrastructure to support such development is where Pompano Beach is at today. This is clearly the difficult part of redevelopment, but it must be done. As evidenced elsewhere in this Economic Conditions report, you have seen mentioned repeatedly that the availability of land is what has constrained development throughout the tri-county region.

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Today, Pompano Beach continues to act like a suburban community; however, people keep moving to south Florida and Pompano Beach is strategically positioned in the center of South Florida. Over time densities cannot help but to increase and the City has been acting progressively to help identify those areas where it wants to see those densities increase. Transit oriented development(s) and development along the City’s primary corridors makes complete sense and is encouraged by City leaders. There are not very many places in America that have the constraints of the South Florida peninsula. These aforementioned strategies will help to guide our growth and allow us to choose how and where that development occurs.

The old downtown area of the Old Pompano neighborhood has been a major redevelopment focus for the NWCRA and upgrades there have been significant and at the same time trying for the local business owners in the area. Those trying times are coming to an end as there are a number of investors looking at the area and its building stock, infrastructure and streetscapes are in place and what the area can become is now evident.

When the time comes for a full service passenger rail line on the Florida East Coast railroad (Henry Flagler’s railroad that connects all of Florida’s east coast municipalities), that area will be the primary welcoming point for the City just as it was when the City was founded over one hundred years ago. Recently, the All Aboard Florida project has begun development on its few South Florida stations, of which Pompano Beach is not included; however, the City will be positioned properly for a station location when that time occurs. This project is a significant initial step in the need to link South Florida to the rest of the State via passenger rail.

The CBRE MarketView report for the 3<sup>rd</sup> Quarter 2013 states: “The Broward County office market is expected to experience continued improvement in market conditions... The adaptation of efficient new workplace strategies that include consolidation and densification is expected to continue.”

**Retail** – The CBRE MarketView report for the 4<sup>th</sup> Quarter 2014 states: “Plummeting oil prices, low unemployment, record tourism, and low interest rates are fueling consumer spending, which translated into a robust holiday season for retailers.” It continued, “The Broward County retail sector continued to post strong growth through Q4 2014. An improving economy has prompted retailers to invest in new spaces. The most sought-after spaces were located in shopping centers, as tenant activity increased for specialty grocers and luxury brands seeking Broward County’s reasonable lease rates and low unemployment.”

The forecast looks optimistic as well, “Sales activity in Broward County is expected to remain healthy into 2015, with more significant sales activity and development anticipated in well-positioned areas. Increasing confidence in the U.S. and local economies and low-interest-rate debt financing continue to have a positive effect on rising sales prices.”

Record tourism figures reported by the Greater Ft. Lauderdale Convention and Visitors Bureau continue to identify support for local retail, restaurant and hospitality establishments “with an economic impact of over \$11 billion.” These figures are expected to remain strong.

Other commercial development projects include:

- Taco Bell obtained approvals to construct a 2,084 sf restaurant at 2801 W. Atlantic Blvd.
- SPIH Pompano Beach, LLC obtained approvals to construct a 112 unit *Residence Inn* hotel at 2880 Centerport Circle.
- WholeFoods (along with Sports Authority) has almost completed construction at 2341 N. Federal Hwy on a new store, both stores totaling 79,476 sf on 7.81 acres.
- ~~Racetrac has been approved to construct a 2,822 sf gas station on 1.17 acres at 2851 W. Atlantic Blvd. Racetrac also has plans to redevelop its existing gas station on 2.58 acres at 599 W. Atlantic Blvd with a 5,928 sf convenience store.~~
- McDonalds developed a new 5,176 sf store on 1.86 acres at 1490 N.W. 31<sup>st</sup> Avenue.
- Lester’s Diner opened at 1924 E. Atlantic Blvd.

### Major City Initiatives

The City commenced/ completed a number of significant improvements and programs during the year to meet the needs of the community. The most significant programs/ improvements for the fiscal year ended September 30, 2014 were:

- The City is ready to break ground on a new library and cultural center in its Civic Campus location. The project includes 47,816 sf on 4.58 acres.
- The City has developed a new 5,400 sf beach library at 3250 N.E. 2<sup>nd</sup> Street.
- A new beach fire station (#11) is being constructed on the northern portion of the Oceanside Parking lot.
- A new fire station (#103) to serve the annexed areas is under construction in the Highlands at 3721 N.E. 12th Ave. The 13,204 sf project has an estimated cost of \$4.6 million on 0.964 acres.
- The Renaissance Planning Group (RPG) has completed three Corridor Studies for: Atlantic Blvd, US1 (Federal Highway) and Dixie Highway.

The City will continue to construct reclaimed water distribution lines in the residential area between the Intracoastal Waterway and Federal Highway, as well as to schools within the Old Pompano neighborhood. The City continues to budget \$300,000 annually for the project and apply for available grants. The reclaimed water will be used for irrigation of landscaped areas, thus saving our drinking water supplies for household use. In July of 2011, the City launched the IcanWater program. This program has already been successful in adding 600+ residential reuse water customers.

### FINANCIAL POLICIES AND PLANNING

#### Financial Policies:

***Investment Policy*** – The City has adopted a written comprehensive investment policy to help safeguard against the loss of its assets. Oversight for the investment program lies with the Finance Director under the direction of the City Manager. The City’s investment program is established in accordance with the City’s investment policy, which was adopted by resolution of the City Commission, and Florida State Statute Chapter 218.415 (Local Government Investment Policies), which establishes investment plan guidelines for local governments in Florida. The City’s investment guidelines permit the investment of City funds in United States Treasury securities, United States Government Agency securities with the full

faith and credit of the United States Government, Federal Instrumentalities (Government Sponsored Enterprises), Corporate Notes, Commercial Paper, Time Deposits (Certificates of Deposit), Repurchase Agreements, Bankers' Acceptances, State and/or Local Government Taxable and/or Tax-Exempt Debt, Money Market Mutual Funds, Intergovernmental Investment Pools and Savings Accounts of financial institutions that are Qualified Public Depositories in accordance with Florida State Statute Chapter 280.01 (Security for Public Deposits). All securities are purchased on a delivery-versus-payment basis. This requirement assures the City that it has possession of the securities before release of its funds. The investment policy further incorporates additional safeguards, limiting the allocation of the portfolio by sector within each investment type, as well as to the issuer within each sector.

The investments of the pension plans are controlled by the pension boards, who have hired professional money managers responsible for managing the assets of those funds. The pension plan Boards have also adopted formal investment policies.

**Fund Balance/Net Position Policy** – The City Commission has formally adopted a fund balance/net position policy (the "Policy") for the City's General Fund and its Water and Sewer and Stormwater Funds. The objective of the Policy to insure against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. More specifically, the Policy ensures that the City maintains adequate fund balance/net asset reserves to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) offset significant economic downturns and revenue shortfalls, (3) maintain stable tax/fee rates (4) provide funds for unforeseen expenditures related to emergencies, (5) provide for renewal and replacement of long-lived assets and (6) secure and maintain investment grade bond ratings.

**Debt Management Policy** – The City Commission has formally adopted a debt management policy (the "Debt Policy") to assist in improving the quality of the City's decisions governing debt issuance. More specifically, the Debt Policy establishes parameters for issuing debt and managing a debt portfolio that encompass existing legal, economic, financial and capital market conditions, the City's capital improvement needs, and its ability to repay financial obligations as they become due. The policy:

- Assists the City in maintenance, acquisition and replacement of appropriate capital assets for present and future needs;
- Guides the City in policy and debt issuance decisions;
- Provides a framework within which each potential issuance can be evaluated;
- Assists in controlling the types and levels of outstanding obligations;
- Outlines a mechanism to ensure ongoing compliance requirements governing outstanding obligations;
- Ensures that the costs of debt issuance are borne equitably by each generation of taxpayers, rate payers, users, and other beneficiaries; and promotes sound financial management.

**Strategic Planning** – The City has adopted a long-term strategic plan that articulates a clear vision of its future that is integrated with an organizational philosophy to guide elected officials' and employees' actions and the efficient and effective use of resources. The plan is focused on the issues of greatest importance to the City Commission and its citizens. It will provide the framework that will enable the City to make prudent business decisions for its successful operation and the continuing development of the City as a highly desirable location for residents, businesses and visitors. The plan includes benchmarks or milestones that measure the City's progress toward achieving its strategic goals and objectives.

## REPORTING ACHIEVEMENT AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Comprehensive Annual Financial Report for the year ended September 30, 2013. The City has received the GFOA's

prestigious Certificate of Achievement for Excellence in Financial Reporting award for thirty-two years. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized comprehensive annual financial report. This report satisfied both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of only one year. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

The financial responsibility exhibited by the Commission throughout the year is certainly commendable, especially given the current and future challenges faced by the City given continued economic challenges impacting the fiscal affairs of the City and ultimately the residents of the City. Your interest in the fiscal matters of the City combined with a commitment to assume continual sufficient financial capacity is appreciated.

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This report, which conforms to all the latest effective standards of local government financial reporting, could not have been prepared without the extraordinary devotion of the Finance Department team. Their dedication merits special attention. Sincere appreciation is extended to them for their efforts in the preparation of this report. Special thanks to the City's Planner, for his contributions in providing a comprehensive profile of the City, as well as providing readers with a summary of economic conditions and major initiatives impacting the City and to the City's Budget Officer for providing insight into economic factors likely to have an impact on the City's fiscal year 2015 budget.

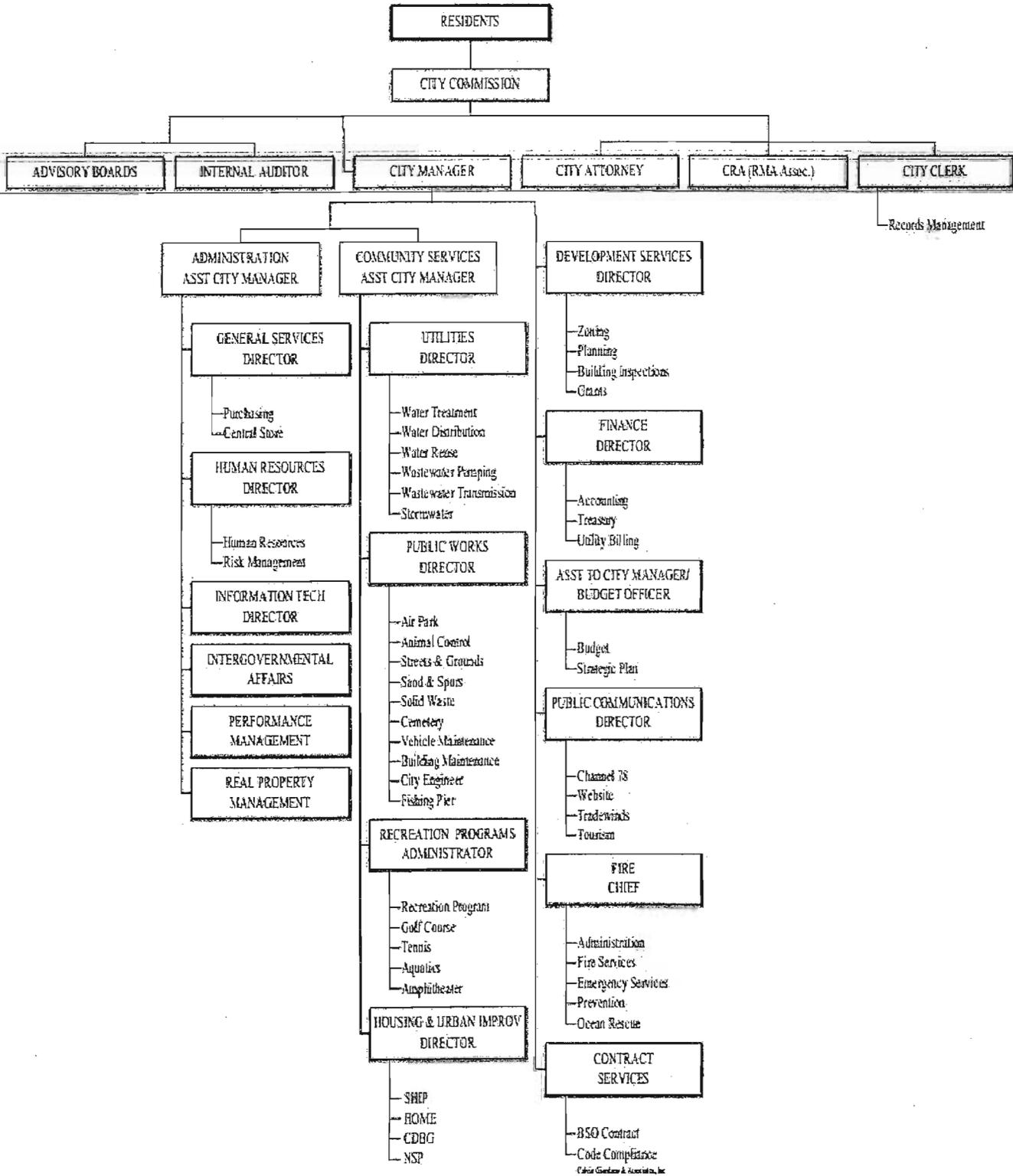
For further information, please refer to the Management's Discussion and Analysis section (Page 4) of this report.

Sincerely,

Suzette Sible  
Finance Director

Dennis Beach  
City Manager

# City of Pompano Beach Organizational Chart





Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**City of Pompano Beach  
Florida**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**September 30, 2013**

Executive Director/CEO

## **FINANCIAL SECTION**

Auditors' Report

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To the citizens of CITY OF POMPANO BEACH, FLORIDA

To be provided by Mcgladrey.

**City of Pompano Beach, Florida**  
**Management Discussion and Analysis for the Fiscal Year Ended September 30, 2014**  
**(Unaudited)**

The City of Pompano Beach, Florida (the "City") offers readers of its financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2014. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages v through xiii of this report.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

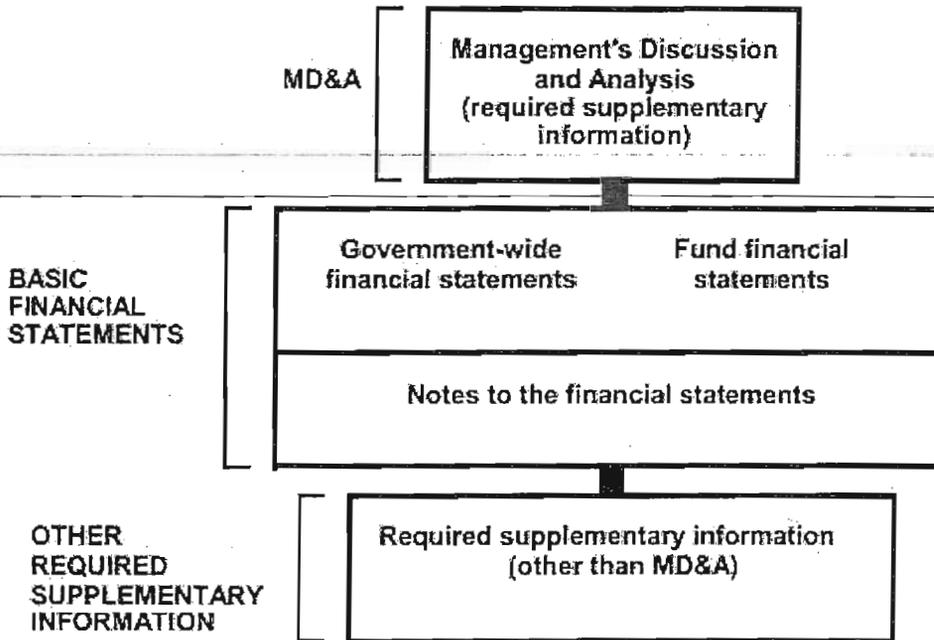
This annual report follows a format consisting of four parts – Management's Discussion and Analysis (this section), the Basic Financial Statements, Required Supplementary Information, and an additional section that presents combining statements for non-major governmental funds, non-major enterprise funds, internal service funds and fiduciary funds. The basic financial statements include two kinds of statements that present different views of the City.

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the City's overall financial status.
- The remaining statements are fund financial statements that focus on individual parts of the City government, reporting the City's operations in more detail than the government-wide statements.
- The governmental fund statements tell how general government services like public safety were financed in the short-term, as well as what remains for future spending.
- Proprietary fund statements offer short and long-term financial information about the activities the government operates like businesses, such as the water and sewer utility.
- Fiduciary fund statements provide information about the financial relationships – such as the retirement plans for the City's employees, in which the City acts solely as trustee or agent for the benefit of others, to whom the resources in question belong.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of Required Supplementary Information that further explains and supports the information in the financial statements. Figure 1 shows how the required parts of this annual report are arranged and relate to one another.

City of Pompano Beach, Florida  
 Management Discussion and Analysis for the Fiscal Year Ended September 30, 2014  
 (Unaudited)

**FIGURE 1**



**FINANCIAL HIGHLIGHTS**

1. The assets and deferred outflows of the City exceeded its liabilities at the close of the fiscal year by \$554.1 million. Of this amount, \$180.3 million (unrestricted net position) may be used to meet the government's on-going obligations to citizens and creditors in accordance with the City's fiscal policies. The City's total net position increased by \$3.8 million.
2. At the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$160.5 million, representing a decrease of \$7.8 million from the previous fiscal year. The following activity in governmental funds primarily accounted for the net decrease noted:
  - A decrease of \$3.0 million in the General Fund balance is primarily due to lower than anticipated receipts for communication service taxes and electric franchise fees and the transfer of unassigned funds to the Capital Projects Fund for the construction of the Public Library/Cultural Center.
  - A decrease of \$7.8 million in the Pompano Beach Community Redevelopment Agency's Northwest District Fund (NW CRA District Fund) balance is the result of increased project capital outlays during the fiscal year, from funds previously committed for those purposes, primarily related to Downtown Pompano, 731 Hammondville Road (MLK), the Bailey Hotel, the Ali Building and the Public Library/Cultural Center Projects.
  - A decrease of \$0.8 million in the Pompano Beach Community Redevelopment Agency's East

**City of Pompano Beach, Florida**  
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District Fund balance is due to outlays for project activity, from funds previously committed for those purposes, primarily related to the Beach Library Relocation Project.

- A decrease of \$0.3 million in the Emergency Medical Service District fund balance is primarily the result of expenses associated with increased staffing of one rescue unit twelve (12) hours a day and increased staffing of two rescue units with a third full time paramedic in the current fiscal year.

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- ~~An increase of \$3.7 million in the Capital Project's fund balance primarily due to the net effect of the spend down of various project funds (such as City Park Amenities, Bridge Replacement & Repairs, General Government Building Improvements, Road Resurfacing, Public Safety Building Improvements, Emergency Power Enhancements, Fire Station 103, Tennis Center Resurfacing, Downtown Pompano Streetscape, the Ali Building, the Bailey Hotel and the Beach Library) and the transfer of funds from the General Fund to finance various capital projects (such as the Public Library/Cultural Center, the Undergrounding of Overhead Utilities and the Restoration and Expansion of Kester Park Restrooms).~~

#### **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business.

The statement of net position presents information on all of the City's assets/deferred outflows and liabilities/deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, transportation, physical environment, and culture and recreation. The business-type activities of the City include utilities, stormwater, sanitation, golf, parking, airpark and pier activities.

The government-wide financial statements includes not only the City itself (the primary government), but also its blended component units, as discussed in the notes to the financial statements. In addition, the City has two defined benefit pension plans and a defined contribution pension plan established for the exclusive benefit of its employees and beneficiaries. The pension plans are reported as fiduciary funds in the fund financial statements of this report, but are not included in the government-wide statements. The government-wide financial statements can be found on pages 18 through 20 of this report.

#### **FUND FINANCIAL STATEMENTS**

The Fund Financial Statements include statements for each of the three fund types- governmental,

**City of Pompano Beach, Florida**  
**Management Discussion and Analysis for the Fiscal Year Ended September 30, 2014**  
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proprietary and fiduciary. The governmental fund financial statements are prepared using the current financial resources measurement focus and modified accrual basis of accounting. The proprietary fund financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. Reconciliations of the Governmental Fund Financial Statements to the Government-wide Financial Statements are provided in the Basic Financial Statements (pages 23 and 26) to explain the differences between the governmental fund financial statements and the government-wide financial statements.

**REPORTING THE CITY AS A WHOLE**

**Governmental-wide Financial Analysis** - Net position may serve over time as a useful indicator of the government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by \$554.1 million at September 30, 2014. The City's net position increased by \$3.8 million during the current fiscal year. The largest portion of the City's net position, 59.7%, reflects its net investment in capital assets. The net investment in capital assets component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in this component of net position. The City uses these capital assets to provide service to citizens; consequently these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves will not be used to liquidate those liabilities. Approximately 7.8% or \$43.2 million of net position is subject to external restrictions for various purposes (e.g. building permitting function, capital projects etc.).

**TABLE 1**  
**SUMMARY OF NET POSITION**  
**SEPTEMBER 30, 2014 and 2013**

	Governmental Activities		Business-Type Activities		Totals	
	2014	2013	2014	2013	2014	2013
Current and other assets	\$ 205,405,775	\$ 207,326,646	\$ 62,994,324	\$ 61,288,002	\$ 268,400,099	\$ 268,614,648
Capital assets	240,935,442	235,257,138	140,641,500	146,536,794	381,576,942	381,793,932
Total assets	446,341,217	442,583,784	203,635,824	207,824,796	649,977,041	650,408,580
Deferred outflows of resources	-	-	340,613	-	340,613	-
Long-term liabilities	52,038,626	54,427,308	28,561,421	31,250,977	80,600,047	85,678,285
Other liabilities	10,906,163	8,511,294	4,756,050	5,857,679	15,662,213	14,368,973
Total liabilities	62,944,789	62,938,602	33,317,471	37,108,656	96,262,260	100,047,258
Net position:						
Net investment in capital assets	215,941,575	207,256,104	114,647,356	117,178,114	330,588,931	324,434,218
Restricted	39,320,526	48,000,383	3,871,104	4,660,462	43,191,630	52,660,845
Unrestricted	128,134,327	124,388,694	52,140,506	48,877,564	180,274,833	173,266,258
Total net position	\$ 383,396,428	\$ 379,645,181	\$ 170,658,966	\$ 170,716,140	\$ 554,055,394	\$ 550,361,321

Note: net position for 2013 has been restated for the effects of adopting GASB Statement No. 65. See note (III)(H).

**City of Pompano Beach, Florida**  
**Management Discussion and Analysis for the Fiscal Year Ended September 30, 2014**  
**(Unaudited)**

At September 30, 2014, the City is able to report positive balances in all three categories of net position, for the government as a whole, as well as for its separate categories-governmental and business-type activities.

**Governmental Activities** – There was a decrease of \$1.9 million in current and other assets for governmental activities, primarily as a result of current year operations, as discussed in detail on pages 8 and 9. There was an increase of \$5.7 million in capital assets. The increase noted was primarily due to the net effect of the purchase and disposal of equipment and vehicles for the EMS, Fire, Police and Public Works Departments, as well as the net effect of current fiscal year construction activity (as discussed in more detail on page 15) and the recognition of current fiscal year depreciation expense.

The decrease of \$2.4 million in long-term liabilities is primarily the result of the satisfaction of annual debt service related to the CRA's Northwest and East District Bonds.

The increase of \$2.4 million in other liabilities is primarily the result of the combination of the timing of vendor payments accrued at fiscal year end compared to prior fiscal year end and increased project activity in the Northwest CRA District and Capital Project Funds in the current fiscal year.

**Business-type Activities** – The increase of \$1.7 million in current and other assets is primarily a result of the change in internal balances activity from the prior year as discussed in Note II(E).

The decrease of \$5.9 million in net capital assets is primarily due to current fiscal year construction activity, (as discussed in more detail on page 15) and the net effect of machinery and equipment acquisitions and recognition of current fiscal year depreciation expense. The increase of \$0.3 in deferred outflows of resources resulted from the first time reporting of these items as required by Government Accounting Standards Statement 65, as discussed in more detail at Note (III)(G). The decrease of \$2.7 million in long-term liabilities is primarily the result of the satisfaction of debt service requirements for the 2006 Water and Sewer Bonds and the satisfaction of the annual rent requirement related to the energy performance equipment lease in the current fiscal year. The decrease of \$1.1 million in other liabilities is primarily the result of the net effect of a decrease in deferred revenue amounts related to a lump sum payment received from a contractor in a prior fiscal year, an increase in accruals for vendor payments at fiscal year end compared to the prior fiscal year end and a decrease in debt service payable from restricted assets.

**City of Pompano Beach, Florida**  
**Management Discussion and Analysis for the Fiscal Year Ended September 30, 2014**  
**(Unaudited)**

**Analysis of the City's Operations**

The following table provides a summary of the City's changes in net position for the fiscal year ended September 30, 2014.

**TABLE 2**  
**CHANGES IN NET POSITION**  
**FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2014 and 2013**

	Governmental Activities		Business-Type Activities		Totals	
	2014	2013	2014	2013	2014	2013
<b>Revenues</b>						
<b>Program Revenues:</b>						
Charges for services	\$ 37,704,596	\$ 35,914,022	\$ 53,624,334	\$ 52,080,253	\$ 91,328,930	\$ 87,994,275
Operating grants & contribs.	3,981,238	3,374,362	-	-	3,981,238	3,374,362
Capital grants and contribs.	5,508,176	4,107,045	1,102,648	2,019,095	6,610,824	6,126,140
<b>General Revenues</b>						
Taxes	78,741,738	72,992,881	-	-	78,741,738	72,992,881
Pari mutuel	2,267,089	2,171,040	-	-	2,267,089	2,171,040
Franchise fees	8,005,447	7,402,812	-	-	8,005,447	7,402,812
State revenue sharing	9,215,154	8,549,198	-	-	9,215,154	8,549,198
Gain from sale of capital assets	49,006	36,906	(145,266)	73,659	(96,260)	110,565
Investment earnings	826,960	426,002	296,748	92,380	1,123,708	518,382
Miscellaneous	1,099,493	1,096,266	446,197	431,101	1,545,690	1,527,367
<b>Total revenues</b>	<b>147,398,897</b>	<b>136,070,534</b>	<b>55,324,661</b>	<b>54,696,488</b>	<b>202,723,558</b>	<b>190,767,022</b>
<b>Expenses</b>						
General government	32,924,493	33,052,054	-	-	32,924,493	33,052,054
Public safety	79,092,062	76,932,640	-	-	79,092,062	76,932,640
Physical environment	19,107,230	17,508,638	-	-	19,107,230	17,508,638
Transportation	3,682,005	3,328,609	-	-	3,682,005	3,328,609
Culture and recreation	8,996,206	8,202,728	-	-	8,996,206	8,202,728
Interest costs	989,882	1,090,325	-	-	989,882	1,090,325
Utility	-	-	40,065,154	38,967,528	40,065,154	38,967,528
Sanitation	-	-	4,315,686	4,225,019	4,315,686	4,225,019
Stormwater	-	-	1,879,494	1,904,435	1,879,494	1,904,435
Pier	-	-	260,103	349,096	260,103	349,096
Airpark	-	-	2,167,927	1,430,544	2,167,927	1,430,544
Golf course	-	-	4,732,472	4,239,802	4,732,472	4,239,802
Parking	-	-	735,163	-	735,163	-
<b>Total expenses</b>	<b>144,791,878</b>	<b>140,114,994</b>	<b>54,155,999</b>	<b>51,116,424</b>	<b>198,947,877</b>	<b>191,231,418</b>
Increase (decrease) in net position before special item and transfers	2,607,019	(4,044,460)	1,168,662	3,580,064	3,775,681	(464,396)
Transfers	1,162,173	1,533,855	(1,162,173)	(1,533,855)	-	-
Increase (decrease) in net position	3,769,192	(2,510,605)	6,489	2,046,209	3,775,681	(464,396)
Net position - beginning, as restated (Note III)(H)	379,627,236	382,155,786	170,652,477	168,669,931	550,279,713	550,825,717
<b>Net position - ending</b>	<b>\$ 383,396,428</b>	<b>\$ 379,645,181</b>	<b>\$ 170,658,966</b>	<b>\$ 170,716,140</b>	<b>\$ 554,055,394</b>	<b>\$ 550,361,321</b>

**Governmental Activities** – Governmental activities increased the City's net position by \$3.8 million.

Charges for services increased by \$1.8 million primarily due to the net effect of an increase in building permit revenues of approximately \$2.0 million due to an increase in construction activity from prior fiscal year, an increase in zoning fees collected, an increase in administrative service charges to enterprise

**City of Pompano Beach, Florida**  
**Management Discussion and Analysis for the Fiscal Year Ended September 30, 2014**  
**(Unaudited)**

funds by the General Fund and a decrease of approximately \$.8 million in parking fee revenues due to the creation of a separate Parking Enterprise Fund in fiscal year 2014. All parking related activity (revenues and expenses) were transferred to this new fund.

Operating grants and contributions increased by approximately \$0.6 million, primarily due to an increase in U.S. Department of Justice COPs grant funds received and the sale by the City of a voluntary cleanup tax credit certificate received from the Florida Department of Environmental Protection, as a result of remediation work performed at the Library/Civic Campus site across from City Hall.

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Capital Grants and Contributions increased by approximately \$1.4 million, primarily due to the net effect of an increase in grant funds recognized related to the Law Enforcement Trust Fund (LETf) Forfeiture Program and grant funds received related to the Assistance to Firefighters Grant (AFG) Program, a decrease in Home Funds activity from the U.S. Department of Housing and Urban Development (HUD) and an increase in activity under the Neighborhood Stabilization Program (NSP), also administered by HUD.

Taxes revenue increased by \$5.7 million primarily due to an increase in communications service taxes (CST) of approximately \$4.7 million. The City received notice in fiscal year 2014 from the Florida Department of Revenue (FDOR) that as a result of a jurisdictional audit of CST provider remittances to FDOR, it was determined that the City was entitled to an additional \$4.6 million in CST distributions, which had been erroneously credited to a neighboring jurisdiction based on direction from a provider. The City will receive this distribution over a six year period (to coincide with the number of years covered by the FDOR audit) as an adjustment to its normal monthly distribution, commencing in March 2015. Additional increases are primarily attributable to an increase in utility taxes received by the City compared to prior fiscal year.

State Revenue Sharing revenue increased by approximately \$0.7 million. This revenue source is primarily a factor of municipal population and municipal sales tax collections.

Public safety expenses increased by \$2.2 million primarily due to the recognition of current fiscal year depreciation expense, an increase in internal service fund charges and an increase in LETf Program expenditures for the current fiscal year.

Physical environment expenses increased by \$1.6 million primarily as a result of an increase in depreciation expense, an increase in internal service fund charges and in NSP activity related to the acquisition, rehabilitation and sale of homes under the program.

Culture and recreation expenses increased by \$0.8 million primarily as a result of an increase in depreciation expense and an increase in professional services expenditures for the Amphitheater Division as the City contracted with an entity to provide programming assistance for the division to expand its cultural activities.

Business-type Activities - The impact on the City's net position attributable to Business-type activities was minimal, with less than a \$.1 million change in net position.

## **REPORTING THE CITY'S MOST SIGNIFICANT FUNDS**

### **Fund Financial Statements**

The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by State law, accounting regulations and by

**City of Pompano Beach, Florida**  
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bond covenants. However, management establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money.

**Governmental Funds**

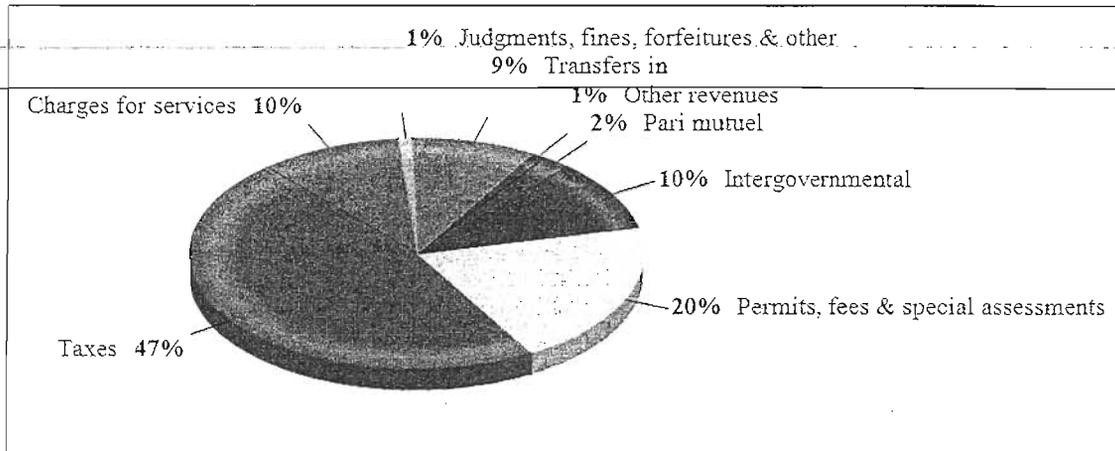
Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. The differences of results in the Governmental Fund financial statements to those of the governmental activities of the Government-wide financial statements are explained in a reconciliation following each Governmental Fund financial statement.

**City of Pompano Beach, Florida**  
**Management Discussion and Analysis for the Fiscal Year Ended September 30, 2014**  
**(Unaudited)**

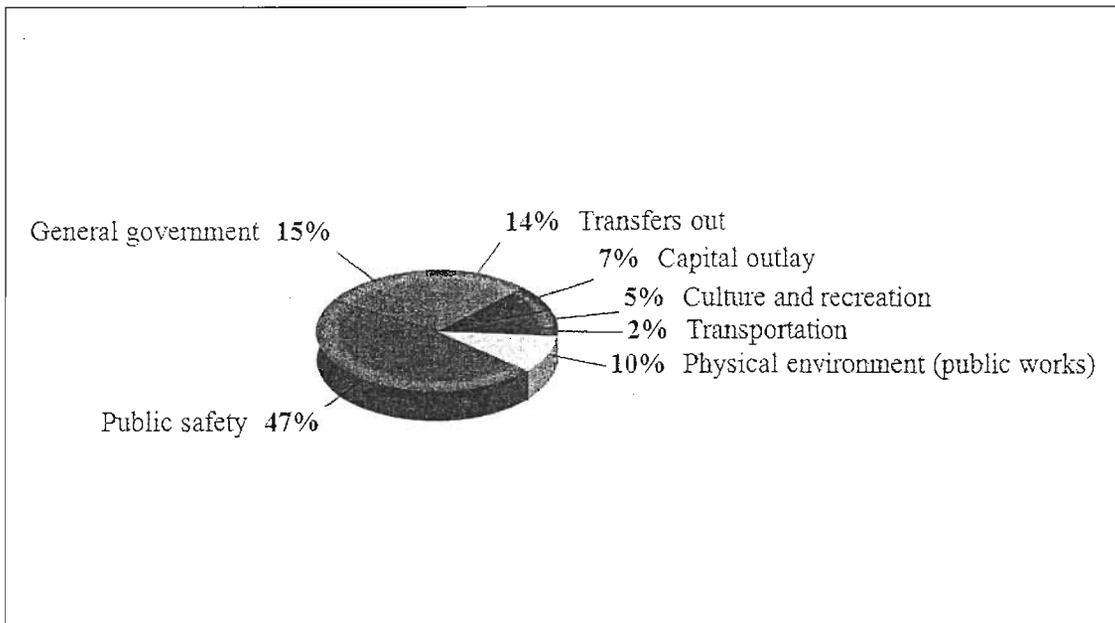
**The General Fund**

The General Fund is the chief operating fund of the City. The following pie charts depict the breakdown of actual receipts by revenue source and expenditures, by function, for the fiscal year ended September 30, 2014:

**Revenues Received by Source**



**Actual Expenditures By Function**



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**(Unaudited)**

At the end of the current fiscal year, unassigned fund balance for the General Fund was \$50.8 million, while total fund balance was \$62.1 million. The fund balance for the City's General Fund decreased by \$3.0 million during the current fiscal year.

Compared to the prior fiscal year, there was an increase of \$0.4 million in taxes revenue, primarily as a result of the net effect of an increase in electric utility taxes and a decrease in communication service taxes and electric franchise fees received compared to prior fiscal year.

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The increase of \$1.9 million in permits, fees and special assessments is primarily due to an increase in building permit fee receipts due to increased construction and build out activity.

The increase of \$1.6 million in intergovernmental revenue is primarily due to an increase in half cent sales tax and state revenue sharing revenue from the State of Florida and an increase in COPs grant program revenue. The half cent sales tax is a function of the City's population compared to Broward County's population and multiplying this factor by total half cent sales taxes collected by the State of Florida within Broward County. State revenue sharing is primarily a function of municipal population and municipal sales tax receipts.

The increase of \$1.1 million in transfers-in is primarily due to an increase in expenditures from the Pompano Beach Community Redevelopment Agency related to improvements made to City owned infrastructure in the current fiscal year.

The increase of \$3.8 million in transfers out is primarily due to the net effect of a decrease in transfers from the General Fund to the Pompano Beach Community Redevelopment Agency East District (funds were transferred in prior fiscal year related to the Beach Library Relocation Project) and an increase in transfers to the Capital Projects Fund, primarily related to the Library/Civic Campus Project.

**The Northwest Community Redevelopment Agency Northwest District Fund**

The fund balance of the Northwest CRA District Fund decreased by \$7.8 million during the current fiscal year. This is primarily the result of increased project outlays during the fiscal year from funds previously committed for these purposes, primarily related to Downtown Pompano, 731 Hammondville Road (MLK), the Bailey Hotel, the Ali Building and the Public Library/Cultural Center Projects.

**The East Community Redevelopment Agency East District Fund**

The fund balance of the East CRA District Fund decreased by \$0.8 million primarily due to project outlays from funds previously committed for these purposes, primarily related to the Beach Library Relocation Project.

**Emergency Management Service Fund**

The fund balance for the EMS Fund decreased by \$0.3 million. This was primarily the result of expenses associated with the staffing of one rescue unit twelve (12) hours a day and the staffing of two rescue units with a third full time paramedic in the current fiscal year.

**Capital Projects Fund**

The fund balance of the Capital Projects Fund increased by \$3.7 million during the current fiscal year primarily due to the net effect of project activity during the current fiscal year and transfers from the

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General Fund, committed for future projects, described in detail on page 5.

**Proprietary Funds**

When the City charges customers for the services it provides – whether to outside customers or to other units of the City – these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The City maintains internal service funds to report activities that provide services for the City's other programs and activities – such as the City's Risk Management Fund. Residual balances for internal service funds are reported with governmental activities in the Government-wide financial statements.

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The approximately \$1.5 million increase in operating revenue for proprietary funds, is primarily the result of the creation of a separate Parking Enterprise Fund in fiscal year 2014. In the prior fiscal year parking related revenues and expenses were accounted for within the General Fund.

The approximately \$2.5 million increase in operating expenses in proprietary funds was primarily as a result of an increase in water and sewer charges in the Golf Fund and the transition of parking related activity from the General Fund to a separate Parking Enterprise Fund in fiscal year 2014.

Capital grants and contributions decreased by approximately \$0.9 million, primarily as a result of the recognition of less grant funds from the Federal Aviation Administration and the Florida Department of Transportation in the current fiscal year for the Taxiway Project at the City's Airpark and a decrease in contribution of capital assets from developers from prior fiscal year.

**General Fund Budgetary Highlights**

**Original budget compared to final budget** – The City made revisions to the original appropriations approved by the City Commission. Overall these changes resulted in an increase from the original budget of \$12.7 million.

The increase of approximately \$1.0 million in the Police expenditure budget was primarily the result of the rollover of grant funds from the prior fiscal year to cover the costs for additional officers under the City's police services contract with the Broward Sheriff's Office (BSO), funded with a COPs Grant. The funds supported the School Resource Officers Program.

The transfers-out budget increased by approximately \$9.7 million primarily related to transfers from the General Fund unassigned fund balance to the Capital Projects Fund to commit funds for various projects, inclusive of the Public Library/Civic Campus, Undergrounding of Overhead Utilities and the Expansion and Restoration of Kester Park Restrooms.

**Final budget compared to actual** – Permits, fees and special assessments revenue was approximately \$2.3 million higher than the final budget primarily as a result of the net effect of greater than anticipated collections for building permit revenues due to an increase in construction and build out activity, an increase in electric utility taxes and a decrease in electric franchise fees receipts.

Non-departmental expenditures were approximately \$0.9 million lower than the final budget primarily due to the budgeting for amortization expense in the General Fund as an offset to record a transfer from the Sanitation Fund related to the pay down of an advance between the funds.

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**Capital Assets**

The City's investment in capital assets for its governmental and business-type activities as of September 30, 2014, amounts to \$381.6 million, net of accumulated depreciation. This investment in capital assets includes land, building, equipment, improvements, infrastructure and construction in progress.

**TABLE 3**  
**CAPITAL ASSETS**  
**(NET OF ACCUMULATED DEPRECIATION)**  
 September 30, 2014

	Governmental Activities		Business-Type Activities		Totals	
	2014	2013	2014	2013	2014	2013
Land	\$ 61,363,386	\$ 61,116,654	\$ 277,365	\$ 277,365	\$ 61,640,751	\$ 61,394,019
Construction in Progress	24,595,705	14,013,066	1,166,346	7,197,281	25,762,051	21,210,347
Buildings	12,593,676	12,137,106	28,090,715	29,594,685	40,684,391	41,731,791
Infrastructure	71,085,864	75,777,322	58,141,517	58,261,815	129,227,381	134,039,137
Improvements	65,165,434	65,203,485	45,235,500	44,608,695	110,400,934	109,812,180
Machinery & Equipment	6,131,377	7,009,505	7,730,057	6,596,953	13,861,434	13,606,458
<b>TOTALS</b>	<u>\$ 240,935,442</u>	<u>\$ 235,257,138</u>	<u>\$ 140,641,500</u>	<u>\$ 146,536,794</u>	<u>\$ 381,576,942</u>	<u>\$ 381,793,932</u>

Major capital assets events during the fiscal year included:

- Capital projects under construction in governmental activities had a net increase of approximately \$10.6 million, primarily as a result of the net effect of activity related to several projects in the current fiscal year, such as Bridge Replacement and Maintenance, City Park Amenities, General Government Buildings, Road Resurfacing, Fire Station #103, Emergency Power Enhancements, Traffic Signal Mastarm, Tennis Center Resurfacing, Downtown Pompano Streetscape, 731 Hammondville Road (MLK), the Bailey Hotel, the Ali Building and the Beach Library.
- Buildings for governmental activities increased by approximately \$0.5 million primarily as a result of the net effect of the capitalization of costs associated with the Bailey and Ali Buildings acquired by the Northwest CRA District and the recognition of current year depreciation expense.
- Infrastructure for governmental activities decreased by approximately \$4.7 million, primarily due to the recognition of current fiscal year depreciation expense.
- Machinery and Equipment decreased by approximately \$0.9 million primarily due to the net effect of the recognition of current fiscal year depreciation expense, the disposal of equipment during the fiscal year and the purchase of machinery and equipment by several City departments.
- Capital projects in business-type activities decreased by approximately \$6.0 million due to the net effect of activity for several projects, to include Airpark Taxiway Replacement, Stormwater Master Plan, Replacement of Utilities Field Operations Building, Lift Station Rehab. and the recognition of current fiscal year depreciation expense.

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**(Unaudited)**

- Buildings for business-type activities decreased by approximately \$1.5 million. This is the result of the recognition of current fiscal year depreciation expense.
- Improvements increased by approximately \$0.6 million due to the net effect of the recognition of current fiscal year depreciation expense and the capitalization of costs related to several projects during the fiscal year, as discussed above.
- The increase of approximately \$1.1 million in machinery and equipment is primarily due to the net effect of the recognition of current fiscal year depreciation expense, the disposal of equipment during the fiscal year and the purchase of equipment and vehicles for the Utility, Stormwater and Golf Funds (golf carts).

Additional information on the City's capital assets can be found in the notes to the financial statements, Note II (C).

**Outstanding Debt**

At the end of the current fiscal year the City had total debt (bonds and notes) of \$50,988,011 outstanding compared to \$57,359,714 last year, an 11% decrease.

**TABLE 4 - OUTSTANDING DEBT**  
**September 30, 2014**

	Governmental Activities		Business-Type Activities		Totals	
	2014	2013	2014	2013	2014	2013
Revenue Bonds	\$ -	\$ -	\$ 17,355,000	\$ 20,127,130	\$ 17,355,000	\$ 20,127,130
Tax increment bonds	22,669,190	25,451,352	-	-	22,669,190	25,451,352
Notes	2,324,677	2,549,682	8,416,881	9,231,550	10,741,558	11,781,232
Capital lease payable	-	-	222,263	-	222,263	-
<b>Total</b>	<b>\$ 24,993,867</b>	<b>\$ 28,001,034</b>	<b>\$ 25,994,144</b>	<b>\$ 29,358,680</b>	<b>\$ 50,988,011</b>	<b>\$ 57,359,714</b>

The City's outstanding debt obligations do not carry a credit rating directly from any of the nationally recognized rating agencies (i.e. Standard and Poor's, Moody's). In addition, none of the City's obligations outstanding were required to carry an insured rating as of fiscal year end.

Required principal, interest and reserves on outstanding debt were provided for during the year. The City's Water & Sewer Bonds are pledged with the revenues from the water and sewer system. The City fully anticipates that it will meet future debt service requirements for both outstanding bond issues based on these pledged revenue sources.

Additional information on the City's long-term debt can be found in the notes to the financial statements, Note II (F).

**ECONOMIC FACTORS AND NEXT YEAR'S BUDGET RATES**

The City's fiscal year runs from October 1<sup>st</sup> to September 30<sup>th</sup>. The City begins its budget cycle in January. From January to May, workshops and meetings are held with department heads to determine the upcoming fiscal needs of the City while ensuring adherence to City policies. Upon establishing a

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fiscal blueprint for the upcoming fiscal year, the City Manager presents the recommended budget to the City Commission and public in May as required by the City Charter and then a second workshop is held in July. If necessary, resources and/or policies are modified by the Commission, and subsequently adopted in September.

Property values are one of the key economic factors that affect local government's finances. Since January 2<sup>nd</sup>, 2013 to January 2<sup>nd</sup>, 2014, the City experienced a 7.1% increase in its assessed taxable value, its second increase since the 2007 assessment. Florida's construction and real estate activity is continuing its path to recovery. However, during the first six months of 2014 the State of Florida remained the leader in number of filings and foreclosure rates (Office of Economic and Demographic Research, 2014). As reported by realtytrac.com, there are currently 6,590 properties in Pompano Beach that are in some stage of foreclosure (default, auction or bank owned). Similar to the State of Florida, the foreclosure rates for the City of Pompano Beach remain high. In October 2014, 1 in every 425 housing units received foreclosure filings.

Located in the Miami-Fort Lauderdale-Pompano Beach Metropolitan area, the City of Pompano Beach has a significant impact on South Florida's economic growth, which during 2013 remained in a positive territory matching the state's revised 2012 growth rate. As for construction and real estate activity, Florida's economic growth rates trends are returning to more typical levels. They continue to show progress and contribute to the rate of growth of Florida's gross domestic product (Office of Economic and Demographic Research, September 2014).

The adopted budget for FY 2015 is \$224 million, which represents a 1.59% or \$3.5 million increase over the FY 2014 adopted budget of \$221 million. The General Fund budget accounts for \$115.5 million of the FY 2015 budget, which represents a 2.47% or \$2.78 million increase compared to the FY 2014 adopted budget of \$112.7 million. The adopted millage rate for Fiscal Year 2015 decreased by 2.31% from the previous fiscal year to 5.2470. Also, the operating millage rate of 4.7470 decreased by 2.55% compared to last fiscal year's rate of 4.8712. This represents a 4.08% increase in property taxes, when compared to the rolled back millage rate of 4.5611.

#### **CONTACTING THE CITY'S FINANCIAL MANAGEMENT**

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have any questions about this report or need any additional financial information, contact the City's Finance Department, at the City of Pompano Beach, 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060.

## **BASIC FINANCIAL STATEMENTS**

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2014**

	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash and cash equivalents	\$ 10,343,769	\$ 4,735,418	\$ 15,079,187
Unrestricted investments	124,635,285	48,397,869	173,033,154
Restricted cash and cash equivalents	4,451,404	1,519,493	5,970,897
Restricted investments	11,590,105	3,477,470	15,067,575
Interest receivable	273,486	96,665	370,151
Accounts receivables (net)	6,320,154	4,249,434	10,569,588
Notes Receivable	-	422,605	422,605
Internal balances	1,509,107	(1,509,107)	-
Due from other governments	7,771,370	1,130,275	8,901,645
Inventories	1,310,311	420,536	1,730,847
Prepays	1,164,559	53,666	1,218,225
Other assets	98,908	-	98,908
Assets held for resale and redevelopment	34,694,991	-	34,694,991
Net pension asset	1,242,326	-	1,242,326
Capital assets:			
Land and construction in progress	85,959,091	1,443,711	87,402,802
Other capital assets net of accumulated depreciation	154,976,351	139,197,789	294,174,140
Total capital assets net of accumulated depreciation	<u>240,935,442</u>	<u>140,641,500</u>	<u>381,576,942</u>
Total assets	<u>446,341,217</u>	<u>203,635,824</u>	<u>649,977,041</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred charge on refunding	-	340,613	340,613
<b>LIABILITIES</b>			
Accounts payable	6,024,862	2,795,696	8,820,558
Accrued expenses	1,607,759	292,313	1,900,072
Accrued interest payable	150,676	33,723	184,399
Due to other governments	-	122,542	122,542
Customer deposits payable	11,552	-	11,552
Unearned revenue	3,077,919	7,071	3,084,990
Liabilities payable from restricted assets:			
Customer deposits payable	-	1,503,144	1,503,144
Accounts payable	33,395	1,561	34,956
Noncurrent liabilities:			
Due within one year:			
Long term obligations	2,802,162	2,915,000	5,717,162
Notes Payable	231,188	837,055	1,068,243
Claims and judgments	3,545,583	-	3,545,583
Compensated absences	359,059	25,044	384,103
Capital lease payable	-	73,002	73,002
Due in more than one year:			
Long term obligations	19,867,028	14,440,000	34,307,028
Notes Payable	2,093,489	7,579,826	9,673,315
Claims and judgments	11,241,417	-	11,241,417
Compensated absences	5,254,715	1,013,203	6,267,918
Net OPEB obligation	6,643,985	1,529,030	8,173,015
Capital lease payable	-	149,261	149,261
Total liabilities	<u>62,944,789</u>	<u>33,317,471</u>	<u>96,262,260</u>
<b>NET POSITION</b>			
Net investment in capital assets	215,941,575	114,647,356	330,588,931
Restricted for:			
Renewal and replacement/rate stabilization	-	3,516,873	3,516,873
Capital projects	-	354,231	354,231
Building permit function	10,778,824	-	10,778,824
Community Redevelopment	27,714,806	-	27,714,806
Cultural Arts	15,615	-	15,615
Transportation	811,281	-	811,281
Unrestricted	128,134,327	52,140,506	180,274,833
Total net position	<u>\$ 383,396,428</u>	<u>\$ 170,658,966</u>	<u>\$ 554,055,394</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF ACTIVITIES**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

**Program Revenues**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Charges for Services</b>	<b>Operating Grants and Contributions</b>	<b>Capital Grants and Contributions</b>
<b>Governmental Activities:</b>				
General government	\$ 32,924,493	\$ 10,269,011	\$ 264,469	\$ 282,556
Public safety	79,092,062	25,504,703	3,380,344	1,064,430
Physical environment	19,107,230	81,640	308,325	4,109,732
Transportation	3,682,005	-	-	25,000
Culture and recreation	8,996,206	1,849,242	28,100	26,458
Interest on long-term debt	989,882	-	-	-
Total governmental activities	<u>144,791,878</u>	<u>37,704,596</u>	<u>3,981,238</u>	<u>5,508,176</u>
<b>Business-Type Activities:</b>				
Utility	40,065,154	39,795,045	-	13,708
Sanitation	4,315,686	5,797,028	-	-
Stormwater	1,879,494	2,621,597	-	5,591
Pier	260,103	99,231	-	-
Airpark	2,167,927	1,032,154	-	1,083,349
Golf course	4,732,472	2,638,276	-	-
Parking	735,163	1,641,003	-	-
Total business-type activities	<u>54,155,999</u>	<u>53,624,334</u>	<u>-</u>	<u>1,102,648</u>
Total government	<u>\$ 198,947,877</u>	<u>\$ 91,328,930</u>	<u>\$ 3,981,238</u>	<u>\$ 6,610,824</u>

**General revenues:**

<b>Taxes:</b>
Property taxes, levied for general purposes
Sales and use taxes
Business tax receipts
Utility taxes
Communication service taxes
Tax increment fees - Community Redevelopment Agency
Pari Mutuel taxes
Franchise fees
State revenue sharing
Gain (loss) on sale of capital assets
Investment earnings
Miscellaneous revenue
<b>Transfers</b>
Total General Revenues and Transfers
Changes in Net Position
Net position-beginning, as restated (Note III)(H)
Net position, ending

The accompanying notes are an integral part of the financial statements.

**Net (Expense) Revenue and Changes in Net Position**

<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
\$ (22,108,457)	\$ -	\$ (22,108,457)
(49,142,585)	-	(49,142,585)
(14,607,533)	-	(14,607,533)
(3,657,005)	-	(3,657,005)
(7,092,406)	-	(7,092,406)
(989,882)	-	(989,882)
<u>(97,597,868)</u>	<u>-</u>	<u>(97,597,868)</u>
-	(256,401)	(256,401)
-	1,481,342	1,481,342
-	747,694	747,694
-	(160,872)	(160,872)
-	(52,424)	(52,424)
-	(2,094,196)	(2,094,196)
-	905,840	905,840
-	570,983	570,983
<u>(97,597,868)</u>	<u>570,983</u>	<u>(97,026,885)</u>
46,147,415	-	46,147,415
1,958,903	-	1,958,903
2,151,110	-	2,151,110
11,209,858	-	11,209,858
9,732,176	-	9,732,176
7,542,276	-	7,542,276
2,267,089	-	2,267,089
8,005,447	-	8,005,447
9,215,154	-	9,215,154
49,006	(145,266)	(96,260)
826,960	296,748	1,123,708
1,099,493	446,197	1,545,690
1,162,173	(1,162,173)	-
<u>101,367,060</u>	<u>(564,494)</u>	<u>100,802,566</u>
3,769,192	6,489	3,775,681
379,627,236	170,652,477	550,279,713
<u>\$ 383,396,428</u>	<u>\$ 170,658,966</u>	<u>\$ 554,055,394</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**SEPTEMBER 30, 2014**

	<u>General</u>	<u>Northwest Community Redevelopment District</u>	<u>East Community Redevelopment District</u>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 2,164,762	\$ 1,911,351	\$ 2,082,356
Restricted cash and cash equivalents	-	-	4,451,404
Restricted investments	8,129,626	-	-
Unrestricted investments	48,998,385	10,675,741	3,813,576
Interest receivable	149,278	6,909	3,908
Accounts receivables, net	2,740,428	-	-
Assets held for resale and redevelopment	-	33,238,565	-
Due from other funds	2,151,896	-	-
Due from other governments	6,339,754	-	-
Inventories	167,054	-	-
Prepays	27,350	5,304	-
Other assets	89,982	-	-
<b>Total assets</b>	<u>\$ 70,958,515</u>	<u>\$ 45,837,870</u>	<u>\$ 10,351,244</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 904,987	\$ 1,143,674	\$ 222,129
Accrued expenditures	1,200,192	-	-
Due to other funds	-	-	-
Deposits	-	11,505	-
Unearned revenue	1,169,140	4,500	-
<b>Total liabilities:</b>	<u>3,274,319</u>	<u>1,159,679</u>	<u>222,129</u>
Deferred inflows of resources:			
Unavailable revenue	<u>5,624,614</u>	-	-
Fund balances:			
Nonspendable	194,404	5,304	-
Restricted	8,129,626	44,672,887	10,129,115
Committed	-	-	-
Assigned	2,933,852	-	-
Unassigned	50,801,700	-	-
<b>Total fund balances</b>	<u>62,059,582</u>	<u>44,678,191</u>	<u>10,129,115</u>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<u>\$ 70,958,515</u>	<u>\$ 45,837,870</u>	<u>\$ 10,351,244</u>

The accompanying notes are an integral part of the financial statements.

<u>Emergency Medical Svc. District</u>	<u>Capital Projects</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ 55,327	\$ 1,824,534	\$ 1,050,995	\$ 9,089,325
-	-	-	4,451,404
-	-	3,460,479	11,590,105
1,125,188	33,190,813	3,835,163	101,638,866
4,090	56,937	4,364	225,486
3,381,993	197,733	-	6,320,154
-	-	1,456,426	34,694,991
-	-	-	2,151,896
-	300,636	1,119,973	7,760,363
238,396	-	-	405,450
-	1,131,905	-	1,164,559
-	-	8,926	98,908
<u>\$ 4,804,994</u>	<u>\$ 36,702,558</u>	<u>\$ 10,936,326</u>	<u>\$ 179,591,507</u>
\$ 90,549	\$ 2,207,114	\$ 327,784	\$ 4,896,237
314,200	-	14,296	1,528,688
-	-	1,110,628	1,110,628
-	-	47	11,552
-	-	1,904,279	3,077,919
<u>404,749</u>	<u>2,207,114</u>	<u>3,357,034</u>	<u>10,625,024</u>
<u>2,861,793</u>	<u>-</u>	<u>-</u>	<u>8,486,407</u>
238,396	1,131,905	-	1,570,009
-	-	5,271,484	68,203,112
1,300,056	-	2,307,808	3,607,864
-	33,363,539	-	36,297,391
-	-	-	50,801,700
<u>1,538,452</u>	<u>34,495,444</u>	<u>7,579,292</u>	<u>160,480,076</u>
<u>\$ 4,804,994</u>	<u>\$ 36,702,558</u>	<u>\$ 10,936,326</u>	<u>\$ 179,591,507</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET**  
**TO THE STATEMENT OF NET POSITION**  
**SEPTEMBER 30, 2014**

Fund Balances - total governmental funds		\$ 160,480,076
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds:		
Governmental capital assets	\$ 374,379,886	
Less accumulated depreciation	<u>(133,839,132)</u>	240,540,754
Net pension asset is not a financial resource and therefore is not reported in the governmental funds.		1,242,326
Net other post employment benefits obligation (OPEB) is not expected to be liquidated with expendable available resources and therefore is not reported in the governmental funds.		(6,315,811)
Revenues in the statement of activities that do not provide current financial resources are reported as unavailable revenue in the governmental funds financial statements:		
EMS transport fees		2,861,793
FEMA-Hurricane Wilma		242,438
Franchise Taxes		830,109
Communication service taxes		4,552,067
Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds:		
Tax increment bonds	(22,669,190)	
Notes payable	(2,324,677)	
Accrued interest payable	(150,676)	
Compensated absences	<u>(5,303,559)</u>	(30,448,102)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds that are reported with governmental activities are as follows:		
	25,609,419	
	<u>(17,166,480)</u>	8,442,939
Adjustment for Internal Service Funds look-back		<u>967,839</u>
Net position of governmental activities		<u>\$ 383,396,428</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>General</u>	<u>Northwest Community Redevelopment District</u>	<u>East Community Redevelopment District</u>
<b>Revenues</b>			
Taxes	\$ 59,482,200	\$ 5,556,429	\$ 1,985,847
Judgments, fines and forfeitures	983,420	-	-
Permits, fees and special assessments	26,596,373	-	-
Intergovernmental	12,912,177	267,098	-
Charges for services	12,579,999	119,850	-
Pari-Mutuel	2,267,089	-	-
Donations	12,617	1,300	-
Program income	-	-	-
Recaptured funds	-	-	-
Investment earnings	439,620	25,926	13,230
Cemetery lot sales	-	-	-
Other revenue	465,368	88,953	300
<b>Total revenues</b>	<u>115,738,863</u>	<u>6,059,556</u>	<u>1,999,377</u>
<b>EXPENDITURES</b>			
Current:			
General government	19,188,232	3,804,769	461,122
Public safety	61,285,587	-	-
Physical environment	12,904,547	-	-
Transportation	2,354,189	-	-
Culture and recreation	6,831,557	-	-
Debt Service:			
Principal	225,005	2,162,162	620,000
Interest	67,069	462,730	479,892
Capital outlay	8,587,099	1,114,326	-
<b>Total expenditures</b>	<u>111,443,285</u>	<u>7,543,987</u>	<u>1,561,014</u>
Excess (deficiency) of revenues over (under) expenditures	<u>4,295,578</u>	<u>(1,484,431)</u>	<u>438,363</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Proceeds from sale of capital assets	54,351	-	-
Transfers in	10,776,753	313,057	179,688
Transfers out	(18,153,438)	(6,623,559)	(1,442,846)
<b>Total other financing sources (uses)</b>	<u>(7,322,334)</u>	<u>(6,310,502)</u>	<u>(1,263,158)</u>
Net change in fund balances	(3,026,756)	(7,794,933)	(824,795)
Fund balances - beginning	65,086,338	52,473,124	10,953,910
Fund Balances - ending	<u>\$ 62,059,582</u>	<u>\$ 44,678,191</u>	<u>\$ 10,129,115</u>

The accompanying notes are an integral part of the financial statements.

<u>Emergency Medical Svc. District</u>	<u>Capital Projects</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
\$ 4,289,597	\$ 2,622,476	\$ 308,663	\$ 74,245,212
-	-	-	983,420
-	598,168	345,960	27,540,501
90,179	275,067	3,811,383	17,355,904
3,201,815	-	226,580	16,128,244
-	-	-	2,267,089
203	-	28,585	42,705
-	-	1,647,617	1,647,617
-	-	1,581	1,581
3,236	174,764	26,585	683,361
-	-	2,641	2,641
-	3,899	835	559,355
<u>7,585,030</u>	<u>3,674,374</u>	<u>6,400,430</u>	<u>141,457,630</u>
-	128,186	30,735	23,613,044
13,334,072	-	598,446	75,218,105
-	-	4,328,939	17,233,486
-	-	313,200	2,667,389
-	61,111	94,456	6,987,124
-	-	-	3,007,167
-	-	-	1,009,691
356,903	10,165,677	488,113	20,712,118
<u>13,690,975</u>	<u>10,354,974</u>	<u>5,853,889</u>	<u>150,448,124</u>
<u>(6,105,945)</u>	<u>(6,680,600)</u>	<u>546,541</u>	<u>(8,990,494)</u>
-	-	-	54,351
5,829,537	10,348,981	-	27,448,016
-	-	(66,000)	(26,285,843)
<u>5,829,537</u>	<u>10,348,981</u>	<u>(66,000)</u>	<u>1,216,524</u>
(276,408)	3,668,381	480,541	(7,773,970)
<u>1,814,860</u>	<u>30,827,063</u>	<u>7,098,751</u>	<u>168,254,046</u>
<u>\$ 1,538,452</u>	<u>\$ 34,495,444</u>	<u>\$ 7,579,292</u>	<u>\$ 160,480,076</u>

**CITY OF POMPANO BEACH, FLORIDA**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

Net change in fund balances - total governmental funds \$ (7,773,970)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets are capitalized and depreciated over their estimated useful lives.

Expenditures for capital assets	\$ 20,712,118	
Less depreciation	<u>(15,288,392)</u>	5,423,726

Some revenues and expenses reported in the statement of activities are not reported in the funds because they have no effect on current financial resources.

Change in unavailable revenue-EMS transport fees	129,502	
Change in unavailable revenue-communication service tax	4,496,526	
Change in unavailable revenue-Neighborhood Stabilization Program Grant	(86,583)	
Change in unavailable revenue-Electric franchise tax	830,109	
Change in unavailable revenue-FEMA-Hurricane Wilma Grant	122,872	
Change in unavailable revenue-Waterway Assistance Program Grant	(43,945)	
Change in unavailable revenue- Broward Boating Improvement Grant	(43,945)	
Change in unavailable revenue-Community Oriented Police Grant	(328,174)	
Change in net pension asset	39,032	
Change in net OPEB Obligation	(180,993)	
Loss on sale of capital assets	(5,776)	
Donation of capital assets	241,357	
Change in compensated absences liability	(227,089)	
Change in accrued interest	19,809	
Broward County Contract Reimbursement - Public Library	<u>(152,750)</u>	4,809,952

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction however, has any effect on net position.

Principal payments		3,007,167
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Internal service funds are used by management to charge the costs of certain activities to individual funds.

The change in net position in the internal service funds is reported with governmental funds in the governmentwide statement of activities.		(2,535,636)
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Adjustment for Internal Service Funds look-back		837,953
Change in Net Position - Governmental Activities		<u>\$ 3,769,192</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**SEPTEMBER 30, 2014**

	Business-type Activities -Enterprise Funds			Governmental
	Utility	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
<b>ASSETS</b>				
Current assets:				
Cash and cash equivalents	\$ 4,177,544	\$ 557,874	\$ 4,735,418	\$ 1,254,444
Restricted cash and cash equivalents	1,503,144	16,349	1,519,493	-
Interest receivable	77,915	18,750	96,665	48,000
Accounts receivables, net	3,318,472	930,962	4,249,434	-
Due from other governments	225,466	904,809	1,130,275	11,007
Notes receivable	-	422,605	422,605	-
Inventories	359,758	60,778	420,536	904,861
Prepays	53,666	-	53,666	-
<b>Total current assets:</b>	<b>9,715,965</b>	<b>2,912,127</b>	<b>12,628,092</b>	<b>2,218,312</b>
Noncurrent assets:				
Unrestricted investments	37,910,207	10,487,662	48,397,869	22,996,419
Restricted investments	3,149,916	327,554	3,477,470	-
Capital assets:				
Land	216,373	60,992	277,365	-
Construction in progress	679,923	486,423	1,166,346	-
Buildings	47,635,353	4,380,273	52,015,626	254,536
Infrastructure	105,908,548	19,418,236	125,326,784	-
Improvements	52,781,415	30,438,242	83,219,657	423,838
Machinery and equipment	21,214,467	2,942,437	24,156,904	5,745,563
Less accumulated depreciation	(123,965,902)	(21,555,280)	(145,521,182)	(6,029,249)
<b>Total capital assets (net of accumulated depreciation)</b>	<b>104,470,177</b>	<b>36,171,323</b>	<b>140,641,500</b>	<b>394,688</b>
<b>Total noncurrent assets:</b>	<b>145,530,300</b>	<b>46,986,539</b>	<b>192,516,839</b>	<b>23,391,107</b>
<b>Total assets</b>	<b>155,246,265</b>	<b>\$ 49,898,666</b>	<b>\$ 205,144,931</b>	<b>\$ 25,609,419</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred charge on refunding	340,613	-	340,613	-
<b>LIABILITIES</b>				
Current liabilities, unrestricted:				
Accounts payable	2,020,463	775,233	2,795,696	1,162,020
Accrued expenses	233,328	58,985	292,313	79,071
Accrued interest payable	33,723	-	33,723	-
Due to other funds	-	541,268	541,268	500,000
Unearned revenue	-	7,071	7,071	-
Due to other governments	-	122,542	122,542	-
Compensated absences	18,769	6,275	25,044	42,805
Claims and judgments	-	-	-	3,545,583
Current portion of long-term debt	2,915,000	-	2,915,000	-
Notes payable	837,055	-	837,055	-
Capital lease payable	-	73,002	73,002	-
<b>Total current liabilities, unrestricted</b>	<b>6,058,338</b>	<b>1,584,376</b>	<b>7,642,714</b>	<b>5,329,479</b>
Current liabilities payable from restricted assets:				
Accounts payable	-	1,561	1,561	-
Customer deposits payable	1,503,144	-	1,503,144	-
<b>Total current liabilities payable from restricted assets</b>	<b>1,503,144</b>	<b>1,561</b>	<b>1,504,705</b>	<b>-</b>
<b>Total current liabilities</b>	<b>7,561,482</b>	<b>1,585,937</b>	<b>9,147,419</b>	<b>5,329,479</b>
Noncurrent liabilities:				
Compensated absences	823,819	189,384	1,013,203	267,410
Net OPEB obligation	1,239,008	290,022	1,529,030	328,174
Claims and judgments	-	-	-	11,241,417
Notes payable	7,579,826	-	7,579,826	-
Revenue bonds payable	14,440,000	-	14,440,000	-
Capital lease payable	-	149,261	149,261	-
<b>Total noncurrent liabilities</b>	<b>24,082,653</b>	<b>628,667</b>	<b>24,711,320</b>	<b>11,837,001</b>
<b>Total liabilities</b>	<b>31,644,135</b>	<b>2,214,604</b>	<b>33,858,739</b>	<b>17,166,480</b>
<b>NET POSITION</b>				
Net investment in capital assets	78,698,296	35,949,060	114,647,356	394,688
Restricted:				
Renewal & replacement/rate stabilization	3,516,873	-	3,516,873	-
Capital Projects	-	354,231	354,231	-
Unrestricted	41,727,574	11,380,771	53,108,345	8,048,251
<b>Total net position</b>	<b>\$ 123,942,743</b>	<b>\$ 47,684,062</b>	<b>\$ 171,626,805</b>	<b>\$ 8,442,939</b>

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
RECONCILIATION OF THE ENTERPRISE FUNDS STATEMENT OF NET POSITION  
TO THE GOVERNMENTWIDE STATEMENT OF NET POSITION  
SEPTEMBER 30, 2014

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Net Position - Enterprise Funds	\$ 171,626,805
Adjustment to Enterprise Funds for Internal Service Funds look-back	<u>(967,839)</u>
Net Position - Business-type Activities	<u>\$ 170,658,966</u>

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The accompanying notes are an integral  
part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	Business-type Activities - Enterprise Funds			Governmental
	Utility	Nonmajor	Total	Activities
		Enterprise Funds		Internal
				Service Funds
<b>OPERATING REVENUES</b>				
Charges for services	\$ 39,795,045	\$ 13,517,666	\$ 53,312,711	\$ 18,722,998
Contract fee extension	-	416,666	416,666	-
Fines and forfeitures	-	311,623	311,623	-
Miscellaneous	-	1,150	1,150	536,423
<b>Total operating revenues</b>	<b>39,795,045</b>	<b>14,247,105</b>	<b>54,042,150</b>	<b>19,259,421</b>
<b>OPERATING EXPENSES</b>				
Personal services	8,068,019	1,812,274	9,880,293	2,552,720
Other current expenses	20,855,187	9,562,975	30,418,162	19,315,843
Depreciation and amortization	9,371,028	2,535,833	11,906,861	115,453
<b>Total operating expenses</b>	<b>38,294,234</b>	<b>13,911,082</b>	<b>52,205,316</b>	<b>21,984,016</b>
Operating income (loss)	1,500,811	336,023	1,836,834	(2,724,595)
<b>NONOPERATING REVENUES (EXPENSES)</b>				
Investment earnings	230,714	66,034	296,748	143,599
Miscellaneous revenue	25,710	2,671	28,381	3,730
Interest expense and fiscal agent fees	(1,108,889)	(3,841)	(1,112,730)	-
Gain or (loss) from disposition of capital assets	15,267	(160,533)	(145,266)	431
<b>Total nonoperating revenue (expenses)</b>	<b>(837,198)</b>	<b>(95,669)</b>	<b>(932,867)</b>	<b>147,760</b>
Income (loss) before contributions and transfers	663,613	240,354	903,967	(2,576,835)
Capital grants and contributions	13,708	1,088,940	1,102,648	41,199
Transfers in	-	1,621,065	1,621,065	-
Transfers out	(68,890)	(2,714,348)	(2,783,238)	-
<b>Change in net position</b>	<b>608,431</b>	<b>236,011</b>	<b>844,442</b>	<b>(2,535,636)</b>
<b>Total net position - beginning</b>	<b>123,397,975</b>	<b>47,448,051</b>	<b>170,846,026</b>	<b>10,978,575</b>
Restatement of net position for GASB 65 implementation	(63,663)	-	(63,663)	-
<b>Total net position - beginning, as restated (Note (III)(H))</b>	<b>123,334,312</b>	<b>47,448,051</b>	<b>170,782,363</b>	<b>10,978,575</b>
<b>Total net position - ending</b>	<b>\$ 123,942,743</b>	<b>\$ 47,684,062</b>	<b>\$ 171,626,805</b>	<b>\$ 8,442,939</b>

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN FUND NET POSITION OF ENTERPRISE FUNDS TO THE  
STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014

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Net change in Net Position - Enterprise Funds	\$ 844,442
Adjustment to Enterprise Funds for Internal Service Funds look-back	<u>(837,953)</u>
Change in Net Position - Business-type Activities	<u>\$ 6,489</u>

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The accompanying notes are an integral part of the financial statements.

**CITY OF POMPAÑO BEACH, FLORIDA**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	Business-type Activities - Enterprise Funds			Governmental Activities
	Utility	Nonmajor Enterprise Funds	Total	Internal Service Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Receipts from other funds for charges for services	\$ -	\$ -	\$ -	\$ 16,078,939
Receipts from customers	40,373,599	13,727,236	54,100,835	3,185,166
Payments to suppliers/Insurer	(20,043,195)	(10,373,521)	(30,416,716)	(13,984,694)
Payments to employees	(8,075,520)	(1,808,571)	(9,884,091)	(2,553,306)
Claims paid	-	-	-	(4,371,010)
Net cash provided (used) by operating activities	<u>12,254,884</u>	<u>1,545,144</u>	<u>13,800,028</u>	<u>(1,644,905)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>				
Advances from other funds	-	831,946	831,946	50,000
Transfers to other funds	(68,890)	(2,714,348)	(2,783,238)	-
Transfers from other funds	-	1,621,065	1,621,065	-
Interest paid on utility deposits	(1,034)	-	(1,034)	-
Net cash provided (used) by noncapital financing activities	<u>(69,924)</u>	<u>(261,337)</u>	<u>(331,261)</u>	<u>50,000</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Acquisition and construction of capital assets	(3,161,111)	(2,954,810)	(6,115,921)	(134,450)
Capital grants and contributions	4,428	1,902,879	1,907,307	-
Proceeds from capital lease	-	294,200	294,200	-
Proceeds from the sale of capital assets	47,017	5,553	52,570	45,354
Principal paid on bonds/notes/capital lease	(3,404,669)	(71,937)	(3,476,606)	-
Payments to fiscal agents	(863)	-	(863)	-
Interest paid on bonds/notes/capital lease	(1,069,535)	(3,841)	(1,073,376)	-
Payment to escrow agent-bond refunding	(802,470)	-	(802,470)	-
Net cash provided (used) by capital and related financing activities	<u>(8,387,203)</u>	<u>(827,956)</u>	<u>(9,215,159)</u>	<u>(89,096)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Calls/maturities of investments	13,846,680	5,285,126	19,131,806	12,231,796
Purchase of investments	(20,119,991)	(6,084,312)	(26,204,303)	(11,307,521)
Interest earnings	222,746	68,209	290,955	147,478
Proceeds from notes receivable	-	96,921	96,921	-
Net cash provided (used) by investing activities	<u>(6,050,565)</u>	<u>(634,056)</u>	<u>(6,684,621)</u>	<u>1,071,753</u>
Net increase (decrease) in cash and cash equivalents	(2,252,808)	(178,205)	(2,431,013)	(612,248)
Cash and cash equivalents, beginning of the year	<u>7,933,496</u>	<u>752,428</u>	<u>8,685,924</u>	<u>1,866,692</u>
Cash and cash equivalents, end of the year	<u>\$ 5,680,688</u>	<u>\$ 574,223</u>	<u>\$ 6,254,911</u>	<u>\$ 1,254,444</u>
Cash and cash equivalents, unrestricted	\$ 4,177,544	\$ 557,874	\$ 4,735,418	\$ 1,254,444
Cash and cash equivalents, restricted	<u>1,503,144</u>	<u>16,349</u>	<u>1,519,493</u>	<u>-</u>
Cash and cash equivalents, end of the year	<u>\$ 5,680,688</u>	<u>\$ 574,223</u>	<u>\$ 6,254,911</u>	<u>\$ 1,254,444</u>
Non-cash transactions (Capital & Related Financing Activities):				
Donation of equipment	\$ 1,029	\$ 5,591	\$ 6,620	\$ 41,199
Acquisition price of old debt (Bond Refunding)	17,945,000	-	17,945,000	-
Less value of old debt	(17,915,353)	-	(17,915,353)	-
Difference	<u>29,647</u>	<u>-</u>	<u>29,647</u>	<u>-</u>
Non-cash transactions (Investing Activities):				
Changes in fair value of investments	<u>6,401</u>	<u>532</u>	<u>6,933</u>	<u>19,214</u>
	<u>\$ 37,077</u>	<u>\$ 6,123</u>	<u>\$ 43,200</u>	<u>\$ 60,413</u>

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	Business-type Activities - Enterprise Funds			Governmental Activities
	Utility	Nonmajor Enterprise Funds	Total	Internal Service Funds
<b>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</b>				
Operating income (loss)	\$ 1,500,811	\$ 336,023	\$ 1,836,834	\$ (2,724,595)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Depreciation and amortization expense	9,371,028	2,535,833	11,906,861	115,453
<b>Changes in assets and liabilities:</b>				
<b>(Increase) decrease in assets:</b>				
Accounts receivables	494,502	(107,063)	387,439	-
Due from other governments	(5,466)	-	(5,466)	4,684
Inventories	(22,482)	(42,347)	(64,829)	(76,607)
Other assets and prepaids	(52,925)	-	(52,925)	-
<b>Increase (decrease) in liabilities:</b>				
Accounts and other payables	835,619	(774,875)	60,744	817,768
Accrued expenses	15,475	(21,575)	(6,100)	7,989
Customer deposits payable	89,518	-	89,518	-
Unearned revenue	-	(412,806)	(412,806)	-
Other Post Employment Benefits (OPEB)	51,780	6,676	58,456	8,978
Compensated absences	(22,976)	25,278	2,302	(8,575)
Estimated claims payable	-	-	-	210,000
<b>Net cash provided (used) by operating activities</b>	<b>\$ 12,254,884</b>	<b>\$ 1,545,144</b>	<b>\$ 13,800,028</b>	<b>\$ (1,644,905)</b>

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**SEPTEMBER 30, 2014**

<b>ASSETS</b>	<b>Employee Retirement Plans</b>	<b>Agency Fund</b>
Cash and cash equivalents	\$ 3,028,104	\$ 654,802
Receivables:		
Accrued interest and dividends	687,428	-
Due from brokers	6,274,120	-
Other	291,195	2,506
Total receivables	<u>7,252,743</u>	<u>2,506</u>
Other assets	<u>2,978</u>	<u>-</u>
Investments:		
Government obligations	26,473,356	-
Mortgage backed securities	14,300,342	-
Municipal obligations	706,675	-
Corporate obligations	34,804,379	-
Equity securities	185,545,443	-
Mutual funds and collective trusts	45,847,442	-
Unit investment trusts	348,666	-
ETF - equity	112,646	-
Hedge funds & private equity funds	53,812,628	-
Real estate funds	17,039,937	-
Money market funds	11,668,781	-
Total investments	<u>390,660,295</u>	<u>-</u>
Property & equipment, net of accumulated depreciation	<u>42,240</u>	<u>-</u>
Total assets	<u>400,986,360</u>	<u>657,308</u>
<b>LIABILITIES</b>		
Accounts payable and accrued expenses	453,710	-
Due to brokers	11,647,642	-
Deposits, sales tax & payroll taxes payable	-	657,308
Total liabilities	<u>12,101,352</u>	<u>\$ 657,308</u>
<b>NET POSITION</b>		
Restricted for pension benefits	<u>\$ 388,885,008</u>	

The accompanying notes are an integral part of the financial statements.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**FIDUCIARY FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Employee Retirement Plans</u>
<b>ADDITIONS</b>	
Contributions:	
Employer	\$ 11,275,782
Broward County Sheriff's Office	5,121,422
Broward County - Library	23,606
Members	3,946,887
State	2,219,537
Total contributions:	<u>22,587,234</u>
Investment income (loss)	
Net appreciation in fair value of investments	29,813,940
Interest and dividends	7,078,979
Other	25,586
Total investment income	<u>36,918,505</u>
Less: investment expenses	<u>2,182,075</u>
Net Investment Income	<u>34,736,430</u>
Total	<u>57,323,664</u>
<b>DEDUCTIONS</b>	
Participant benefit payments	30,696,843
Refunds of participant contributions	421,672
Administrative expenses	1,073,726
Total	<u>32,192,241</u>
Net Increase	25,131,423
<b>Net position restricted for pension benefits</b>	
Beginning of the year	358,965,885
Restatement of liabilities	4,787,700
Beginning of the year, as restated (Note (III)(C)(5))	<u>363,753,585</u>
End of the year	<u>\$ 388,885,008</u>

The accompanying notes are an integral part of the financial statements.

## **Notes to the Financial Statements**

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**FISCAL YEAR ENDED SEPTEMBER 30, 2014**

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**CITY OF POMPANO BEACH, FLORIDA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2014**

**(I) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

This summary of the City of Pompano Beach, Florida's (the "City") Significant Accounting Policies is presented to assist the reader in interpreting the financial statements and other data in this report. These policies are considered essential and should be read in conjunction with the accompanying financial statements.

The accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Component units, although legally separate entities, are in substance part of the City's operations.

Internal service funds of a government (which provide services primarily to other funds of the government) are presented as part of the proprietary fund financial statements. Since the principal users of the internal services are the City's governmental activities, financial statements of internal service funds are included in the governmental column when presented at the government-wide level. The costs of these services are allocated to the appropriate functional activity.

The City's fiduciary funds are presented in the basic financial statements by type (i.e. Pension). Since, by definition, these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

The following is a summary of significant accounting policies of the City.

**(A) The Financial Reporting Entity**

The City, located in Broward County, Florida, was incorporated in 1947. The legal authority by which the City was created and is governed is its charter, which was derived from Chapter 57-1754, Special Acts 1957, as amended. The City is governed by an elected five member district commission and a mayor at large and provides services to residents in many areas, including law enforcement and community enrichment. As required by accounting principles generally accepted in the United States of America, the accompanying financial statements present the reporting entity, which consists of the primary government and its component units. The component units discussed in Note 1 (B) below are included in the City's reporting entity because of the significance of their operational and financial relationships with the City. The City also has the following retirement plans:

- City of Pompano Beach General Employees' Retirement System, established in 1972 by Ordinance 73-3;
- Pompano Beach Police and Firefighter's Retirement System, established in 1973 by Ordinance 73-11; and
- Defined Contribution Retirement System, established in 1996 by Ordinance 96-84.

CITY OF POMPANO BEACH, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2014

**(B) Blended Component Unit Disclosure**

The reporting entity of the City includes the following component units:

The Pompano Beach Community Redevelopment Agency (the "Agency"), comprised of the Northwest and East Districts (the "Districts"), was established in 1988 by Ordinance 89-27 and in 2001 by Resolution 2002-12, respectively, pursuant to the authority set forth in Florida Statutes, Chapter 163, Part III. These Districts are dependent special districts governed by a five member board comprised of the City Commission and a mayor at large. Although legally separate from the City, each District is reported as part of the primary government as a special revenue fund, because each District is governed by the members of the City Commission and management of the City has operational responsibility for the CRA. The Agency does not issue separate financial statements;

The Pompano Beach Emergency Medical Services District (the "EMS District"), established in 1974 by Ordinance 75-18, is a dependent special district created to provide emergency medical care and transportation to the residents of the City. EMS is reported as a blended component unit because it is governed by the City Commission and there is a financial benefit or burden relationship between the City and EMS. EMS is reported as a special revenue fund. The EMS District does not issue separate financial statements; and

Herb Skolnick Cultural Arts Foundation (the "CAF"), established in 1999 by Resolution 99-13, is reported as a blended component unit because it is governed by the City Commission and management of the City has operational responsibility for the CAF. The CAF is reported as a special revenue fund. The CAF does not issue separate financial statements.

The criterion used for including component units in the reporting entity of the City consist of identification of legally separate organizations for which the elected officials of the City are financially accountable. This criterion also includes identification of organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. Under the blended method, component unit balances and transactions are reported in a manner similar to the balances and transactions of the primary government itself. The City has no discretely presented component units.

**(C) Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City and its component units.

For the most part, the effect of interfund activity has been removed from these financial statements to avoid distorted financial results, with the exception of interfund services provided and used. Governmental activities, which primarily are supported by taxes and intergovernmental revenues are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

CITY OF POMPANO BEACH, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2014

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items, which are not classified as program revenues, are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. Activities of non-major governmental funds and non-major enterprise funds are aggregated in the respective fund financial statements.

**(D) Measurement focus, basis of accounting, and financial statement presentation**

The government-wide, proprietary and fiduciary funds (with the exception of the agency fund which has no measurement focus) financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar type items are recognized as revenue as soon as all eligibility requirements have been met. Unbilled service revenue is accrued in the enterprise funds.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, consistent with accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due. Expenditures related to pensions and other post employment benefits are recognized when the City has made a decision to fund those obligations with current available resources.

Property taxes when levied for, and other taxes (such as franchise taxes, utility taxes and sales tax), fees and fines, charges for services, interest and intergovernmental revenue for which eligibility requirements have been met are all considered to be measurable, and accordingly, have been recognized as revenues of the current fiscal period, if available.

All other revenue items are considered to be measurable only when cash is received by the City.

**CITY OF POMPANO BEACH, FLORIDA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2014**

The City reports the following major governmental funds:

The General Fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Northwest Community Redevelopment District Fund accounts for a City agency which uses tax-increment financing to encourage development.

The East Community Redevelopment District Fund accounts for a City agency which uses tax-increment financing to encourage development.

The Emergency Medical Services District Fund (EMS) accounts for ad valorem taxes and emergency transport fees collected for emergency medical services provided by the City.

The Capital Projects Fund accounts for the resources accumulated and expenditures made for the acquisition or construction of long term capital assets other than for amounts accounted for in proprietary funds.

The City reports the following major proprietary fund:

The Utility Fund which accounts for the provision of water and sewer services to residents of the City and surrounding areas.

The City also has certain funds (Special Purpose Fund, Law Enforcement Trust Fund (LETF), State Housing Initiative Partnership Grant Fund (SHIP), Other Grants Fund, Cultural Arts Foundation, Cemetery, Affordable Housing Fund, Pier, Airpark, Parking, Golf, Sanitation and Stormwater) that do not meet the GASB Statement No. 34 criteria for major fund classification.

Additionally, the City reports the following fund types:

The Internal Service Funds account for central stores, information technology, central services, risk management (health), risk management (general) and vehicle services provided to other departments or agencies of the government, on a cost reimbursement basis.

**Fiduciary Funds:**

The General Employees' Retirement System Pension Trust Fund accounts for the accumulation of resources to be used for retirement benefit payments to the majority of City employees. Resources are contributed by employees at rates fixed by contract and by the City at amounts determined by an annual actuarial valuation.

The Police and Firefighters' Retirement System Pension Trust Fund accounts for the accumulation of resources to be used for retirement benefit payments to City police officers and firefighters. Resources are contributed by employees at rates fixed by contract and by the City at amounts determined by an annual actuarial valuation.

**CITY OF POMPANO BEACH, FLORIDA**  
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The Defined Contribution Retirement System Pension Trust Fund accounts for the accumulation of resources to be used for retirement benefit payments to City employees under the provisions of Internal Revenue code Section 401(a). The International City Management Association (ICMA) Retirement Corporation acts as an agent for the City in administering the Plan.

The General Agency Fund accounts for the receipt of monies from various funds for sales tax, payroll taxes, refundable deposits, and unclaimed checks.

The effect of interfund activity has been eliminated from the government-wide financial statements, except for charges between the enterprise funds activity and various other functions of the government.

Amounts reported as program revenues include 1) charges for service, 2) operating grants and contributions, and 3) capital grants and contributions.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the water and sewer system. Operating expenses for the proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

**(E) Cash and Cash Equivalents**

Cash and cash equivalents includes cash on hand, time and demand deposits and short term investments with original maturity dates within three months of the date acquired by the City.

**(F) Investments**

Investments in participating interest-earning contracts that have a remaining maturity at the time of purchase of one year or less are reported at amortized cost. All other investments, including pension trust fund and component unit investments, are reported at fair value. If available, quoted market prices are used to determine fair value. Where quoted market prices are not available, an estimate of fair value is made using market prices of similar investments and the results of valuation techniques, including, but not limited to, discounted cash flow analysis, matrix pricing, option-adjusted spread models and fundamental analysis.

**CITY OF POMPANO BEACH, FLORIDA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2014**

**(G) Inventories/Prepays**

Inventories consist of supplies and equipment replacement parts, valued using the lower of the weighted average cost method or market, which are purchased in one period and consumed in a future period. Prepaid items represent goods and services which are paid for in one period, but benefit a future period. Inventories and prepaid items are recorded as an expenditure/expense in the fund level and government-wide financial statements in the period benefited. Inventories/prepays for governmental fund types are reported as an asset of the fund with a corresponding amount recorded as non-spendable fund balance.

**(H) Due to/from other funds and Advances to/from other funds**

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due to/from other funds" and are expected to be repaid within one year of the balance sheet date. Activities between funds that are representative of long-term lending/borrowing arrangements (not expected to be repaid within one year from the balance sheet date) outstanding at the end of the fiscal year are referred to as "advances to/from other funds."

**(I) Capital Assets**

Capital assets recorded in the government-wide and proprietary fund statements are stated at historical cost or estimated historical cost and include, land, buildings, improvements, equipment, infrastructure and intangible assets (such as right-of-way easements, utility easements, land use rights, computer software etc.). Contributed capital assets are recorded at estimated fair value when received.

In governmental fund financial statements, the cost associated with the acquisition or construction of capital assets are shown as capital outlay expenditures. Capital assets are not shown on the governmental fund balance sheets and no depreciation expense is recognized in the governmental fund statement of revenues, expenditures and changes in fund balances.

Depreciation on all assets meeting the City's capitalization threshold of \$1,000 including those obtained through contributions is charged to operations. A \$25,000 threshold is maintained for additions to infrastructure and intangible capital assets.

Depreciation is provided using the straight-line method over the estimated useful lives of the respective assets. Estimated useful lives are as follows:

Buildings	15-50 Years
Improvements	5-50 Years
Equipment	3-15 Years
Computer Software - Intangible	5-10 Years
Bridges	50 Years
Roads	15-20 Years
Other Infrastructure	15-50 Years

**CITY OF POMPANO BEACH, FLORIDA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
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Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred net of any interest earned on specific bonds during the construction phase of the capital assets of enterprise funds and business-type activities is capitalized as part of the capitalized value of the assets constructed. The total interest expense incurred by the Utility fund during the current fiscal year was \$1,150,565 of which \$43,573 was capitalized.

**(J) Deferred Outflows of Resources**

The statement of net position includes a separate section for deferred outflows of resources. This represents the consumption of net position applicable to future periods and will not be recognized as expenditures until the future period to which it applies. Currently, one item in this category is a deferred charge on refunding reported in both the proprietary funds and the government-wide statement of net position. A deferred charge on refunding is the difference between the reacquisition price and the net carrying amount of the old debt. This amount is reported as a deferred outflow of resources and recognized as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter.

**(K) Risk Management**

The City is self-insured for automobile liability, general liability, including public official's liability and property damage claims pursuant to Florida Statute Section 768.28 (Waiver of Sovereign Immunity in Tort Actions; Recovery Limits; Limitation on Attorney Fees; Statute of Limitations; Exclusions; Indemnification; Risk Management Programs). Per Florida Statute Section 768.28, the City has sovereign immunity up to \$100,000 per person/\$200,000 per occurrence (\$200,000 and \$300,000, respectively effective October 1, 2011). The City is also self-insured for workers' compensation claims, in accordance with Florida Statute Section 440. Workers' compensation claims are self-insured up to \$500,000 per occurrence and property damage (buildings and contents) up to \$100,000, with property damage claims, related to named hurricane/windstorm, having a 5% of total location value deductible. Excess insurance policies apply above these self-insured levels.

The risk management funds charge the operating funds insurance premiums. The accrued liability for estimated insurance claims represents an estimate of the ultimate cost of settling claims arising prior to year end including claims incurred but not yet reported. The City has insurance coverage for health claims with a commercial carrier. The City accounts for its Risk Management activities in the internal service funds.

**(L) Compensated Absences**

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. When terminated, an employee is paid for accumulated vacation leave and a percent of unused sick leave hours, subject to certain limitations. All vacation and sick pay is accrued when earned in the government-wide and proprietary fund financial statements. A liability for those amounts is reported in governmental funds only if they have matured, as a result of employee resignations or retirements.

**CITY OF POMPANO BEACH, FLORIDA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2014**

**(M) Long-term Obligations**

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts and gain/loss on bond refunding are deferred and amortized over the life of the bonds using the straight line method, which is not materially different than the effective interest method. Bonds payable are reported net of the unamortized amount of the applicable bond premium/discount and gain/loss on refunding. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Payments on debt are recorded as expenditures. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**(N) Employee Benefit Plans and Net Pension Asset**

The City provides separate defined benefit pension plans for general employees and for uniformed police and fire department personnel, as well as a defined contribution pension plan created in accordance with Internal Revenue Code Section 401(a) for certain employees. The City also offers an optional deferred compensation plan created in accordance with Internal Revenue Code Section 457. The 457 Plan is not included in the City's financial statements.

The Police and Firefighters' Retirement Plan (PFRP) is a single employer plan with the City being named as the Plan sponsor. In August 1999, the City contracted with the Broward County Sheriff's Office ("BSO") whereby the BSO would provide policing services in Pompano Beach. As a result, all of the City's police officers were employed by the BSO. Participating police officers were given the option to either remain in the Plan or switch to the BSO's retirement plan and the Plan was closed to new police officers. The City contracted with BSO to make annual contributions to the PFRP as actuarially determined. However, the City is ultimately obligated to ensure that the Plan is funded each year, despite its contract with BSO.

At September 30, 2014 the City recorded a net pension asset related to the General Employees Retirement Plan and a net pension asset related to the Police and Firefighters' Retirement Plan in its government-wide statement of net position. The net pension asset is a function of annual required contributions, interest, adjustments to the annual required contribution, annual pension costs and actual employers contributions made to the plan. Please refer to Note (III) for further information.

**CITY OF POMPANO BEACH, FLORIDA**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2014**

**(O) Post Employment Benefits Other Than Pensions (OPEB)**

Pursuant to Section 112.0801, Florida Statutes, the City is mandated to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. Retirees pay 100% of the blended (active and retiree combined) equivalent premium rates. The blended rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees.

The City currently provides these benefits in accordance with the vesting and retirement requirements for its General Employees Retirement System (GERS) and Police and Firefighters Retirement System (PFRS).

The City is financing other post employee benefits on a pay-as-you go basis. As determined by an actuarial valuation, the City records a Net OPEB obligation in its proprietary and government-wide financial statements related to the implicit subsidy. Please refer to Note II (K) for further information.

**(P) Pollution Remediation Obligations**

Once any one of five specified obligating events below occurs, the City is required to estimate the components of expected pollution remediation outlays and determine whether outlays for those components should be accrued as a liability or, if appropriate, capitalized when goods and services are acquired. Components of a liability (for example, legal services, site investigation, or required post-remediation monitoring) should be recognized as they become reasonably estimable. Obligating events include the following:

- The City is compelled to take pollution remediation action because of an imminent endangerment to the public.
- The City violates a pollution prevention-related permit or license.
- The City is named, or evidence indicates that it will be named, by a regulator as a responsible party or potentially responsible party (PRP) for remediation, or as a government responsible for sharing costs.
- The City is named, or evidence indicates that it will be named, in a lawsuit to compel participation in pollution remediation.
- The City commences or legally obligates itself to commence pollution remediation.

The City measures pollution remediation obligations using the expected cash flow technique. Estimates of a pollution remediation liability are adjusted when benchmarks are met or when new information indicates changes in estimated outlays due to, for example, changes in the remediation plan or operating conditions. These changes may include the type of equipment, facilities, and services that will be used, price increases or reductions for specific outlay elements such as ongoing monitoring requirements,

**CITY OF POMPANO BEACH, FLORIDA**

**NOTES TO THE FINANCIAL STATEMENTS  
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changes in technology, and changes in legal or regulatory requirements. The City has adopted a minimum reporting threshold of \$100,000, per obligating event. Therefore only remediation sites with outlays estimated to meet or exceed that amount are reported in the financial statements. The City did not have any such pollution remediation obligations at September 30, 2014.

**(Q) Unearned/Unavailable**

Resources that do not meet revenue recognition requirements (not earned) are recorded as unearned revenue in the government-wide and the governmental and proprietary fund financial statements. In addition, amounts related to governmental fund receivables that are measurable, but not available (not received within 60 days from fiscal year end), are recorded as unavailable (a deferred inflow of resources) in the governmental fund financial statements.

**(R) Fund Equity/Net Position**

In the governmental fund financial statements, fund balance classifications are as follows:

- Nonspendable Fund Balance – amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.
- Restricted Fund Balance - amounts that are restricted to specific purposes when constraints placed on the use of resources are either by (a) externally imposed by creditors (such as debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislations.
- Committed Fund Balance - amounts that can only be used for specific purposes pursuant to constraints imposed by formal City Ordinance by the City Commission, which is the City's highest level of legal authorization. Constraints may only be removed by similar City Commission action.
- Assigned Fund Balance – amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. Assignments are made directly by the City Commission via formal action.
- Unassigned Fund Balance – includes residual positive fund balance within the General Fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The City considers restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed, then assigned, and lastly unassigned

**CITY OF POMPANO BEACH, FLORIDA**

**NOTES TO THE FINANCIAL STATEMENTS  
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amounts of unrestricted fund balance when expenditures are made.

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as follows:

- Net Investment in Capital Assets – consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction, or improvement of those assets or related debt are also included in this component of net position.
- Restricted Net Position – amounts that are restricted to specific purposes when constraints placed on the use of resources are either by (a) externally imposed by creditors (such as debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislations. These amounts are reduced by liabilities and deferred inflows of resources related to those assets
- Unrestricted Net Position – have no third party limitations on their use. While City management may have categorized and segmented portions for various purposes, the City Commission has the unrestricted authority to revisit or alter these managerial decisions.

**(S) Restricted Net Position**

Restricted Net Position consists of amounts restricted to comply with grant contracts and other externally imposed constraints or by legislation that are legally enforceable. At September 30, 2014, the Government-wide statement of net position reports \$43,191,630 in restricted net position. Of this amount, \$39,304,911 is restricted as a result of enabling legislation.

**(T) Accounting Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses/expenditures during the reporting period. Actual results may differ from those estimates.

**(II) DETAILED NOTES ON ALL FUNDS**

**(A) Cash and Cash Equivalents and Investments**

The City maintains pooled cash, cash equivalents and investments that is available for use by all funds except for those in which the cash and investments must be segregated due to bond indenture or other legal restrictions such as the Pension Trust Funds.

**CITY OF POMPANO BEACH, FLORIDA**

**NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2014**

Interest earned on pooled cash, cash equivalents and investments is allocated to funds based on average daily balances.

The following are components of the City's cash, cash equivalents and investments at September 30, 2014:

	Unrestricted		Restricted		Total cash, cash equivalents and investments
	Cash and cash equivalents	Investments	Cash and cash equivalents	Investments	
<b>Governmental activities:</b>					
General	\$ 2,164,762	\$ 48,998,385	\$ -	\$ 8,129,626	\$ 59,292,773
Northwest CRA	1,911,351	10,675,741	-	-	12,587,092
East CRA	2,082,356	3,813,576	4,451,404	-	10,347,336
EMS	55,327	1,125,188	-	-	1,180,515
Capital Projects	1,824,534	33,190,813	-	-	35,015,347
Nonmajor Governmental	1,050,995	3,835,163	-	3,460,479	8,346,637
Internal Service Funds	1,254,444	22,996,419	-	-	24,250,863
Total governmental	<u>10,343,769</u>	<u>124,635,285</u>	<u>4,451,404</u>	<u>11,590,105</u>	<u>151,020,563</u>
<b>Business-type activities:</b>					
Utility	4,177,544	37,910,207	1,503,144	3,149,916	46,740,811
Nonmajor Enterprise	557,874	10,487,662	16,349	327,554	11,389,439
Total business-type	<u>4,735,418</u>	<u>48,397,869</u>	<u>1,519,493</u>	<u>3,477,470</u>	<u>58,130,250</u>
<b>Fiduciary Funds</b>	<u>3,682,906</u>	<u>390,660,295</u>	<u>-</u>	<u>-</u>	<u>394,343,201</u>
Total	<u>\$ 18,762,093</u>	<u>\$ 563,693,449</u>	<u>\$ 5,970,897</u>	<u>\$ 15,067,575</u>	<u>\$ 603,494,014</u>

**Public Deposits:**

At September 30, 2014, the book balance of the City's deposits was \$21,108,157 and the bank balance was \$22,453,689. Deposits whose balance exceeds the limits of federal depository insurance are collateralized pursuant to Florida Statutes, Chapter 280, Florida Security for Public Deposits Act (the Act). Under this Act, financial institutions which are qualified as public depositories place with the State Board of Administration ("SBA"), securities which have a market value equal to 50 percent of the average daily balance for each month of all public deposits in excess of applicable deposit insurance. The Public Deposit Security Trust Funds have a procedure to allocate and recover losses in the event of default or insolvency. When public deposits are made in accordance with Chapter 280, no public depositor shall be liable for any loss thereof. It is the City's practice to ensure that all its public deposits are maintained with a qualified depository and as a result, all City depositories at fiscal year end were designated as qualified public depositories in accordance with Florida Statute.

**Investment Authorization:**

The City's investment program is established in accordance with the City's investment policy, which was adopted via resolution by the City Commission, and Florida State Statute Chapter 218.415, Local Government Investment Policies, which establishes investment plan guidelines for local governments in Florida. The City's investment Funds

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Trust Fund, United States Treasury securities, United States Government Agency securities with the full faith and credit of the United States Government, Federal Instrumentalities (Government Sponsored Enterprises), Corporate Notes, Commercial Acceptances, State and/or Local Government Taxable and/or Tax-Exempt Debt, Money Market Mutual Funds, Intergovernmental Investment Pools and Savings Accounts of financial institutions that are Qualified Public Depositories, in accordance with Florida State Statute Chapter 280.01, Security for Public Deposits.

The City has a General Employees' Retirement Pension Plan and a Police and Firefighters' Retirement Pension Plan (the plans) whose investments are held separately from those of other City funds. The Plan's adopted investment policies (as adopted by the Board of Trustees for each Plan) comply with guidelines stipulated in Florida Statutes, Chapter 280, Florida Security for Public Deposits Act and 218, Local Government Investment Policies and City Code of Ordinances.

The Police and Firefighters' Retirement Plan's investment policy is also governed by Chapter 175, (Firefighter Pensions) and 185 (Municipal Police Pensions), Florida Statutes. Both Plans also apply the "Prudent Person Rule" when executing investment strategies. The City's investment policy stipulates the following maximum portfolio percentages:

<b>Authorized Investments</b>	<b>Maximum % Portfolio Composition</b>	<b>Maximum % Individual Issuers</b>	<b>Maximum % Individual Sectors</b>
Florida Local Government Surplus Funds Trust Fund	25%	NA	NA
U.S. Government Securities	100% (1)	NA	NA
U.S. Government Agencies	50%	10%	NA
U.S. Sponsored Agencies	80%	25%	NA
Interest Bearing Time Deposit	10%	10%	NA
Repurchase Agreements	20% (2)	5%	NA
Commercial Paper	25%	2%	10%
Corporate Notes	25%	2%	10%
Asset Backed Securities	10%	2%	5%
Bankers' Acceptances	15%	5%	NA
State/Local Government Taxable/Tax Exempt general obligation bonds	25%	NA	NA
State/Local Government Taxable/Tax Exempt revenue/excise tax bonds	10%	NA	NA
Money Market Mutual Funds	35%	15%	NA
Intergovernmental Investment Pools	25%	NA	NA

(1) 10% for treasury strips

(2) excludes one (1) business day agreements and overnight sweep agreements

NA-not applicable

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At September 30, 2014 the City held investments in the Florida Municipal Investment Trust (FMIT), which is a local government investment pool authorized under Section 218.415, Florida Statutes, Local Government Investment Policies, for units of local government in Florida. The operation and administration of the FMIT is the responsibility of a Board of Trustees who are selected from the ranks of elected officials of governmental entities participating in the FMIT. The fair value of the City's position in the FMIT is the same as the value of the pool shares.

Florida Statutes and the investment policy authorize the Board of Trustees for the General Employees Retirement Plan to acquire any kind of investment property, real, personal or mixed, and every kind of investment specifically including, but not by way of limitation, bonds, debentures, and other corporate obligations and stocks, preferred or common, which persons of prudence, discretion and intelligence acquire or retain for their own account. The investment policy stipulates the following maximum portfolio percentages:

<b>Authorized Investments</b>	<b>Maximum % Portfolio Composition</b>
Domestic Equities	35-60%
International Equities	10-25%
Fixed Income	10-35%
Real Estate	5-15%
Alternatives	5-20%
Cash and Cash Equivalents	0-10%

Florida Statutes and Plan policy authorize the Board of Trustees for the Police and Firefighters Retirement Plan to invest in marketable debt securities issued or guaranteed by either the United States Government or its agencies, domestic corporations (including industrial and utilities), Israel bonds, asset backed and commercial mortgage backed securities, domestic banks and other financial institutions, exchange traded funds, equity securities listed on the New York, American and principal regional and foreign (for foreign securities) exchanges, over the counter securities for which there is an active market maker regulated by National Association of Securities Dealers, American Depository Receipts, and real estate investment trusts (REIT) listed on the New York, American, and principal regional and foreign exchanges, Funds of Hedge Funds, and private real estate through institution vehicles or direct ownership.

The investment policy establishes asset classes and stipulates the following maximum portfolio percentages:

<b>Authorized Investments</b>	<b>Effective September 26, 2013 Allowable Range %</b>	<b>Target %</b>	<b>Prior to September 26, 2013 Allowable Range %</b>	<b>Target %</b>
Fixed Income Securities	20% - 30%	25.0%	20% - 30%	25.0%
Equity Securities	45% - 60%	52.5%	47.5% - 62.5%	55.0%
Real Estate	2.5% - 10%	7.5%	2.5% - 10%	7.5%
Private Equity	0% - 7.5%	5.0%	0% - 5%	2.5%
Hedge Funds	0% - 10%	10.0%	0% - 10%	10.0%

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**Security:**

The City and the Pension Plans have a third party custodial arrangement with certain financial institutions to accept securities on a delivery vs. payment basis for direct purchase agreements. Securities purchased in the City's or Pension Plan's name are registered in the name of the City or Pension Plans by an agent of these entities and are confirmed with safekeeping statements.

**Risk Disclosures:**

*Interest Rate Risk* – Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates.

The City employs multiple investment duration and investment management strategies which seek to minimize the City's portfolio interest rate risk. The City maintains sixty days or more of liquidity in overnight investments and remaining assets are invested in short term securities with maturity and diversification limitations to further minimize changes in market price, as interest rates change.

The City's overnight investments have an effective duration of 1 day. The City's short term and core portfolios have durations of 0.52 years and 1.59 years, respectively. This multiple portfolio strategy seeks to limit the risk associated with losses associated with interest rate movements, while providing required liquidity. The City's investment in the Florida Municipal Investment Trust Local Government Investment Pool had a duration of 1.59 years at September 30, 2014.

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Information about the sensitivity of the fair values of the City's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity at September 30, 2014:

Investment Type	Fair Value	Remaining Maturity (in years)					
		Less than 1	1 to 2	2 to 3	3 to 4	4 to 5	5+ Years
U.S Agency Notes	\$ 2,363,629	\$ 1,884,512	\$ 479,117	\$ -	\$ -	\$ -	\$ -
U.S. Treasury Notes	62,328,740	4,458,688	41,209,862	16,660,190	-	-	-
U.S. Sponsored Agencies	57,591,025	20,744,095	19,293,824	14,225,248	2,043,381	-	1,284,477
Commercial Paper	2,561,653	2,561,653	-	-	-	-	-
Corporate Notes	51,627,312	12,997,912	12,888,095	17,040,964	1,144,926	7,555,415	-
State/Local Govt. Debt	2,492,553	1,212,959	492,906	-	786,688	-	-
Money Market Mutual Funds	2,924,623	2,924,623	-	-	-	-	-
Intergovernmental Investment Pool	5,890,813	-	-	5,890,813	-	-	-
	<u>\$ 187,780,348</u>	<u>\$ 46,784,442</u>	<u>\$ 74,363,804</u>	<u>\$ 53,817,215</u>	<u>\$ 3,974,995</u>	<u>\$ 7,555,415</u>	<u>\$ 1,284,477</u>
<b>Breakdown Government-wide</b>							
Investments --							
(subject to interest rate risk)	\$ 187,780,348						
Deposits --							
(not subject to interest rate risk)							
Certificate of Deposit	3,245,005						
Money Market Savings	12,527,084						
Cash & Cash Equivs. (other deposits)	6,253,178						
Total Government-wide & Agency Fund	<u>\$ 209,805,615</u>						

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As a means of limiting its exposure to interest rate risk over time, the General Employees Retirement Plan diversifies its investments by security type and durations of maturities. Information about the sensitivity of the fair values of the investments for the plan to market interest rate fluctuations is provided by the following table which shows the distribution of the plan's debt type investments by remaining maturity at September 30, 2014:

Investment Type	Fair Value	Remaining Maturity (in years)			
		Less than 1	1 to 5	6 to 10	More than 10
Corporate Bonds	\$ 13,465,995	\$ 2,249,540	\$ 7,107,547	\$ 2,384,456	\$ 1,724,452
Fixed Income Mutual Funds	4,035,416	2,625	1,145,113	2,852,742	34,936
US Treasuries	3,821,051	-	208,766	3,612,285	-
US Agencies	6,811,327	-	348,615	83,189	6,379,523
	28,133,789	<u>\$ 2,252,165</u>	<u>\$ 8,810,041</u>	<u>\$ 8,932,672</u>	<u>\$ 8,138,911</u>
<b>Investment types not subject to interest rate risk:</b>					
Common Stock	53,993,562				
Unit Investment Trusts	348,666				
ETF Equity	112,646				
Real Estate	14,388,810				
Mutual Funds	40,278,264				
Private Equity	14,660,577				
Total Investments	<u>\$ 151,916,314</u>				

As a means of limiting its exposure to fair value losses, the investment guidelines for the Police and Firefighters' Retirement Plan look to control impacts from interest rate risk in both rising and declining interest rate environments considering such factors as credit quality and duration for losses in rising rate environments, and credit quality in declining rate environments. The benchmarks are monitored and changed when warranted by investment market environment. Debt portfolios are structured and managed to produce returns based on risks inherent in the selected benchmarks.

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Information about the sensitivity of the fair values of the investments for the plan to market interest rate fluctuations is provided by the following table which shows the distribution of the plan's investments by remaining maturity at September 30, 2014:

Investment Type	Remaining Maturity (in years)				
	Fair Value	Less than 1	1 to 5	6 to 10	More than 10
U.S. Treasuries, notes and bonds	\$ 14,047,120	\$ -	\$ 7,704,028	\$ 3,852,906	\$ 2,490,186
U.S. Federal agencies	582,141	-	582,141	-	-
Mortgage backed securities	10,851,129	48	5,312	1,574,163	9,271,606
U.S. Treasury/Inflation protected securities	1,211,717	-	1,211,717	-	-
Municipal obligations	706,675	-	-	-	706,675
Corporate obligations	20,355,476	-	10,083,816	6,651,473	3,620,187
Bond mutual funds	840,606	840,606	-	-	-
Collateralized mortgage obligations	3,449,213	-	-	3,449,213	-
Foreign obligations	142,302	-	-	142,302	-
	<u>52,186,379</u>	<u>\$ 840,654</u>	<u>\$ 19,587,014</u>	<u>\$ 15,670,057</u>	<u>\$ 16,088,654</u>
<b>Investment types not subject to interest rate risk:</b>					
Equity securities	131,551,881				
Hedge funds & private equity	39,152,051				
Real estate	2,651,127				
Money market funds	11,668,781				
Total Investments	<u>\$ 237,210,219</u>				

*Foreign Currency Risk* – Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment or a deposit. Neither the City's nor the Police and Firefighters' Retirement plan portfolios had exposure to foreign currency risk at September 30, 2014.

The General Employees Retirement System plan portfolio had exposure to foreign currency risk. The plan's exposure to foreign currency risk derives mainly from its investments in international equity funds. The plan owns participation in international equity funds as well as individual securities. The plan's exposure to foreign currency risk related to foreign equity funds at September 30, 2014 is as follows:

Country	Fair Value
France	\$ 2,454,948
Germany	2,180,842
Japan	2,304,805
Switzerland	2,756,381
United Kingdom	4,080,086
Other	<u>8,222,656</u>
Total currency risk	<u>\$ 21,999,718</u>

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The investment policy of the plan limits foreign investments to no more than 25% of the plan's investment balance. As of year-end, foreign investments were 15% of total investments.

*Credit Risk* – This is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. One measure of the perceived credit risk of an issuer is the credit rating. The City's investment policy provides strict guidelines and limits investments to highly rated securities with minimum ratings of AAA for money market funds, AA for corporate notes, A-1 for commercial paper and AAA for U.S. Agencies and U.S. Treasuries. To further minimize credit risk the City's investment policy also provides asset allocation limits for each security type. Issuer limits are also provided for certain investment types.

Corporate notes limits (25%) and commercial paper limits (25%) are established with additional asset allocation limits for the sector (10%) and issuer (2%). The following table discloses composite credit ratings by investment type as rated by Moody's (Standard & Poor's for money market funds) at September 30, 2014:

Investment Type	Fair Value	Rating at September 30, 2014			
		AAA <sub>m</sub>	P-1	Aaa/Aa1/Aa2/ Aa3/A1/A2	AAA/V2
U.S. Agency Notes	\$ 2,363,629	\$ -	-	\$ 2,363,629	\$ -
U.S. Treasury Notes	62,328,740	-	-	62,328,740	-
U.S. Sponsored Agencies	57,591,025	-	-	57,591,025	-
Commercial Paper	2,561,653	-	2,561,653	-	-
Corporate Notes	51,627,312	-	-	51,627,312	-
State/Local Govt. Debt	2,492,553	-	-	2,492,553	-
Money Market Mutual Funds	2,924,623	2,924,623	-	-	-
Local Gov't Investment Pool	5,890,813	-	-	-	5,890,813
<b>Total Investments</b>					
<b>with Credit Risk</b>	187,780,348	<u>2,924,623</u>	<u>2,561,653</u>	<u>176,403,259</u>	<u>5,890,813</u>
Certificate of Deposit	3,425,005				
Demand Deposits	18,780,262				
<b>Total City Portfolio</b>	<u>\$ 209,985,615</u>				

The City's General Employees Retirement Plan utilizes portfolio diversification, as well as minimum credit ratings in order to control credit risk. The fixed income portfolio shall be comprised of securities rated "BBB" or higher by Standard and Poor's rating services with no more than 5% of an investment manager's total fixed income portfolio invested in the securities of a single corporate issuer. In addition, the average credit quality of the bond portfolio shall be "A" or higher and the duration of the fixed income portfolio should be less than 135% of the duration of the market index defined as the Barclays U.S. Aggregate Bond Index.

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The following table discloses credit ratings by investment type for the General Employees Retirement Plan at September 30, 2014, as applicable:

	Fair Value	Percentage of Portfolio
U.S. government guaranteed*	\$ 7,110,982	25.28%
Quality rating of credit risk debt securities		
A1	1,273,901	4.53%
A2	1,461,966	5.20%
A3	3,346,138	11.89%
AA1	85,101	0.30%
AA2	704,053	2.51%
AA3	155,752	0.55%
AAA	5,537,303	19.68%
B	2,548,002	9.06%
BAA1	2,263,331	8.04%
BAA2	1,916,245	6.81%
BAA3	243,599	0.87%
BB	1,047,185	3.72%
BBB	31,283	0.11%
CCC	352,404	1.25%
Not rated	56,544	0.20%
Total credit risk debt securities	21,022,807	74.72%
Total fixed income securities	\$ 28,133,789	100.00%

\*Obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk and do not have purchase limitations.

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The City's Police and Firefighters Retirement Plan also utilize portfolio diversification in order to control credit risk. The Plan's investment policy requires all fixed income investments to hold a credit rating in one of the four highest classifications by a major rating service. Commercial paper, if used, must be of only the highest quality (rating of A-1 or P-1). Investments in fixed income securities with a rating of BBB are limited to 15% of the fixed income portfolio. The fixed income investments credit ratings for the fiscal year ended September 30, 2014 ranged between AAA and CCC and below ratings. All of the fixed income investments for the fiscal year ended September 30, 2014 met the ratings requirements of the investment policy or an approved exception thereto.

	<u>Fair Value</u>	<u>Corporate</u>	<u>Bond Fund</u>	<u>Foreign</u>	<u>Municipal</u>	<u>U.S. Government</u>
U.S. government guaranteed*	\$26,109,966	\$ -	\$ -	\$ -	\$ -	\$ 26,109,966
Quality rating of credit risk debt securities						
AAA	1,108,162	1,030,033	-	-	78,129	-
AA	3,682,467	2,531,028	-	-	569,298	582,141
A	8,736,662	8,628,456	-	48,958	59,248	-
BBB	8,624,163	8,530,819	-	93,344	-	-
BB	153,992	153,992	-	-	-	-
CCC and below	103,011	103,011	-	-	-	-
Not rated	3,667,956	2,827,350	840,606	-	-	-
Total credit risk debt securities	<u>26,076,413</u>	<u>23,804,689</u>	<u>840,606</u>	<u>142,302</u>	<u>706,675</u>	<u>582,141</u>
Total fixed income securities	<u>\$52,186,379</u>	<u>\$23,804,689</u>	<u>\$ 840,606</u>	<u>\$ 142,302</u>	<u>\$ 706,675</u>	<u>\$ 26,692,107</u>

\*Obligations are backed by the full faith and credit of the U.S. Government

*Concentration of Credit Risk* – Concentration of credit risk is defined as the risk of loss attributed to the magnitude of an investment in a single issuer. The investment policy of the City includes limitations on the amount that can be invested in any one issuer as stated in the maximum portfolio percentages stated earlier. There were no individual investments that represent 5% or more of the City's total investments (excluding investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) at September 30, 2014. The investment policy of the General Employees Retirement Plan includes limitations on the amount that can be invested in any one issuer, as well as maximum portfolio allocation percentages. There were no individual investments that represent 5% or more of plan net position (excluding investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds, external investment pools, and other pooled investments) at September 30, 2014. The investment policy of the Police and Firefighters Retirement Plan utilizes limitations on securities of a single issuer to manage this risk. The System's investment policy limits investments in the fixed income portion of the portfolio to 10% of a given issuer and limits equity investments in any one company to 10% of the equity portion of each portfolio manager (at market). There were no individual investments that represent 5% or more of plan net position (excluding investments issued or explicitly guaranteed by the U.S. government and investments in mutual funds,

CITY OF POMPANO BEACH, FLORIDA

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external investment pools, and other pooled investments) at September 30, 2014.

*Custodial Credit Risk* – This is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are held by the counterparty. It is the City's policy that all investments purchased by the City be designated as an asset of the City in the City's name, despite being held in safekeeping by the City's custodial bank or a third party custodial institution, chartered by the United States Government or the State of Florida. Consistent with the Plans' investment policies, investments are held by the Plans' custodial bank and registered in the Plans' name. Investments in mutual funds and external investment pools are not subject to custodial credit risk.

**(B) Receivables and Other Assets, net**

Receivables at fiscal year-end for the City's governmental individual major funds, non-major governmental funds in the aggregate and internal service funds, including the applicable allowances for uncollectible accounts of \$1,177,170, are as follows:

Governmental	General	EMS	Capital Projects	Non-Major Gov't'l	Internal Service	Total
Receivables:						
Electric franchise tax	\$ 1,606,748	\$ -	\$ -	\$ -	\$ -	\$ 1,606,748
Electric utility tax	790,931	-	197,733	-	-	988,664
EMS transport fees	-	3,381,993	-	-	-	3,381,993
Utility tax	149,017	-	-	-	-	149,017
Slot machine revenue	155,593	-	-	-	-	155,593
Other	38,139	-	-	-	-	38,139
Total governmental receivables	\$ 2,740,428	\$ 3,381,993	\$ 197,733	\$ -	\$ -	\$ 6,320,154
Due from other governments:						
State half cents sales tax	513,248	-	-	-	-	513,248
State local option gas tax	86,102	-	-	-	-	86,102
State revenue sharing	226,083	-	-	-	-	226,083
Motor fuel tax	-	-	50,569	10,951	11,007	72,527
Communications service tax	4,976,547	-	-	-	-	4,976,547
Broward County court fines	31,312	-	-	-	-	31,312
Broward County - OES	22,685	-	-	-	-	22,685
FPL Eclectic	11,470	-	-	-	-	11,470
FEMA - Hurricane Wilma Grant	242,438	-	-	-	-	242,438
Neighborhood Stabilization Program - HUD	-	-	-	276,776	-	276,776
FDOT - Highway Lighting Project	180,007	-	-	-	-	180,007
LETf - BSO	-	-	-	842	-	842
CDBG - HUD	-	-	-	626,993	-	626,993
Home - HUD	-	-	-	204,411	-	204,411
COPS - US Dept of Justice	49,862	-	-	-	-	49,862
Sherman Williams VCTC	-	-	250,067	-	-	250,067
Total due from other governments	\$ 6,339,754	\$ -	\$ 300,636	\$ 1,119,973	\$ 11,007	\$ 7,771,370

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<b>Business-type</b>	<b>Utility</b>	<b>Nonmajor Enterprise</b>	<b>Total</b>
Receivables:			
Water /sewer customer charges	\$ 3,347,338	\$ -	\$ 3,347,338
Solid waste service charges	-	632,221	632,221
Stormwater customer charges	-	593,847	593,847
Parking Fees	-	104,255	104,255
Less: Allowance for uncollectibles	(28,866)	(399,361)	(428,227)
Total business-type receivables (net)	<u>\$ 3,318,472</u>	<u>\$ 930,962</u>	<u>\$ 4,249,434</u>
Due from other governments:			
Broward County Environment Protection	\$ 220,000	\$ -	\$ 220,000
FDOT Aviation Development Grant	-	332,748	332,748
FAA - Air Park Improvement Grant	-	393,735	393,735
FAA - Reimbursement for Utility Expenses	-	6,288	6,288
Broward County Office of Environmental Services	5,466	172,038	177,504
Total due from other governments	<u>\$ 225,466</u>	<u>\$ 904,809</u>	<u>\$ 1,130,275</u>

**Mortgages**

The Northwest Community Redevelopment District (the Northwest District) provided qualified individuals with loans/grants to build new homes at the Canal Point (10 year amortization period), Sabal Chase (30 year amortization period), and Ortanique Estates (30 year amortization period) subdivisions which were reported as community redevelopment expenses/expenditures. In addition, the Northwest District also provided similar grants for various infill housing projects during the current fiscal year. The Northwest District has placed a mortgage lien on these new homes with a covenant that the owner must reside at the property for the respective period of time in order to remain eligible for the grant. The Northwest District's reasonable assumption is that the homeowner will reside at the home for the stipulated period. The Northwest District maintains a memorandum record of the outstanding mortgage amounts related to these grants. These amounts are reduced ratably over the ten year period as it relates to the grants for the Canal Point subdivision and the infill housing projects. Should the homeowner move, sell or refinance, the Northwest District is paid a prorated amount of the initial grant. As it relates to the Sabal Chase and Ortanique Estates grants, these amounts are not amortized over the 30 year period, as they are required to be repaid in full at the end of the 30 year period. During fiscal year 2014, no one defaulted on the terms of the grants and consequently, the Northwest District did not receive any repayments related to these grants. At September 30, 2014 the unamortized amount outstanding related to these grants was \$2,867,127. Due to the uncertainty of collections regarding this amount a receivable has not been recorded.

CITY OF POMPANO BEACH, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2014

**Notes Receivable**

On April 23, 2013 the City sold equipment related to its golf course for \$575,000 to Cypress Golf Management, LLC. Payment is to be made in 5 equal annual installments of \$115,000. The loan is non-interest bearing with an implicit interest of 3.48%.

The loan payments are as follows:

<b>Fiscal Year Ending</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2015	\$ 100,293	\$ 14,707	\$ 115,000
2016	103,784	11,216	115,000
2017	107,395	7,605	115,000
2018	111,133	3,867	115,000
Total payments	<u>\$ 422,605</u>	<u>\$ 37,395</u>	<u>\$ 460,000</u>

**Assets Held for Resale for Development**

The City and the Agency acquires and develops property in economically depressed areas, for the intention of rendering the property suitable for economic development and then reselling it to private sector purchasers meeting certain criteria. Since these properties are acquired with the express intent of resale and development, they are reported at lower of cost/donated value or net realizable value. Assets donated from the City or other related entities are recorded at the carrying value of the donor entity. Donated assets from other sources are recorded at fair value at the date of donation. The cost basis of assets held for resale and development include costs incurred to acquire the asset and prepare the asset for resale and development, such as purchase price, closing fees, surveys, lot clearing, demolition, judgments levied through suits, costs of construction, permits etc. These assets include land, land improvements and buildings. Upon the sale of these assets, a gain or loss is recognized. When the net realizable amount is less than the carrying amount a loss would be recognized. Gains are recorded as charges for services in the government-wide statements and miscellaneous revenue in the fund financial statements and losses are recorded as general government expenses/expenditures.

Additionally the City participates in the Neighborhood Stabilization Program (NSP) funded by the United States Department of Housing and Urban Development (HUD). The Housing and Economic Recovery Act signed into law on July 30, 2008 provided Neighborhood Stabilization funds to assist local governments to acquire foreclosed, vacant and abandoned properties to address neighborhood decline. HUD awarded NSP funds to the City to stabilize City neighborhoods through the purchase of foreclosed properties. Through this program, the City purchases foreclosed homes in targeted neighborhoods with the intention of rehabilitating and selling back to the public. The homes are available for purchase by eligible residents meeting certain income requirements. The cost basis of assets held for resale and development in this category include all costs incurred by the City to acquire and redevelop or rehabilitate the homes or properties up to a marketable, safe, and habitable condition. These assets are recorded at the lower of cost or net realizable value.

**CITY OF POMPANO BEACH, FLORIDA**  
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Assets held for resale and development activity for the year ended September 30, 2014 was as follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Deletions</b>	<b>Ending Balance</b>
Assets held for resale & development	\$ 34,850,896	\$ 1,590,852	\$ 1,746,757	\$ 34,694,991

**(C) Capital Assets and Construction Commitments**

Capital asset activity for the year ended September 30, 2014 was as follows:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Deletions</b>	<b>Ending Balance</b>
<b>Governmental activities:</b>				
Capital assets, not being depreciated				
Land	\$ 61,116,654	\$ 246,732	\$ -	\$ 61,363,386
Construction in progress	14,013,066	19,341,600	8,758,961	24,595,705
Total capital assets, not being depreciated	75,129,720	19,588,332	8,758,961	85,959,091
Capital assets, being depreciated:				
Buildings	36,477,394	1,475,645	-	37,953,039
Infrastructure	116,400,548	785,813	-	117,186,361
Improvements other than buildings	101,710,906	6,053,062	-	107,763,968
Machinery and equipment	31,318,818	1,944,036	1,321,489	31,941,365
Total capital assets being depreciated	285,907,666	10,258,556	1,321,489	294,844,733
Less accumulated depreciation for:				
Buildings	24,340,288	1,019,075	-	25,359,363
Infrastructure	40,623,226	5,477,271	-	46,100,497
Improvements other than buildings	36,507,421	6,091,113	-	42,598,534
Machinery and equipment	24,309,313	2,816,387	1,315,712	25,809,988
Total accumulated depreciation	125,780,248	15,403,846	1,315,712	139,868,382
Total capital assets being depreciated, net	160,127,418	(5,145,290)	5,777	154,976,351
<b>Governmental activities capital assets, net</b>	<b>\$ 235,257,138</b>	<b>\$ 14,443,042</b>	<b>\$ 8,764,738</b>	<b>\$ 240,935,442</b>

**CITY OF POMPANO BEACH, FLORIDA**

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	Beginning Balance	Increases	Decreases	Ending Balance
<b>Business-type activities:</b>				
<b>Utility Fund:</b>				
Capital assets, not being depreciated:				
Land	\$ 216,373	\$ -	\$ -	\$ 216,373
Construction in progress	3,683,123	2,601,903	5,605,103	679,923
Total capital assets, not being depreciated	<u>3,899,496</u>	<u>2,601,903</u>	<u>5,605,103</u>	<u>896,296</u>
Capital assets, being depreciated:				
Buildings	47,635,353	-	-	47,635,353
Infrastructure	105,908,548	-	-	105,908,548
Improvement other than buildings	49,646,916	3,134,499	-	52,781,415
Machinery and equipment	18,449,946	3,072,516	307,995	21,214,467
Total capital assets being depreciated	<u>221,640,763</u>	<u>6,207,015</u>	<u>307,995</u>	<u>227,539,783</u>
Less accumulated depreciation for:				
Buildings	20,003,040	1,363,094	-	21,366,134
Infrastructure	58,765,727	781	-	58,766,508
Improvements other than buildings	23,834,582	5,740,169	-	29,574,751
Machinery and equipment	12,310,285	2,256,219	307,995	14,258,509
Total accumulated depreciation	<u>114,913,634</u>	<u>9,360,263</u>	<u>307,995</u>	<u>123,965,902</u>
Utility Fund capital assets, being depreciated, net	<u>106,727,129</u>	<u>(3,153,248)</u>	<u>-</u>	<u>103,573,881</u>
<b>Utility Fund capital assets, net</b>	<b><u>\$ 110,626,625</u></b>	<b><u>\$ (551,345)</u></b>	<b><u>\$ 5,605,103</u></b>	<b><u>\$ 104,470,177</u></b>
<b>Nonmajor Enterprise Funds:</b>				
Capital assets, not being depreciated				
Land	\$ 60,992	\$ -	\$ -	\$ 60,992
Construction in progress	3,514,158	2,211,600	5,239,335	486,423
Total capital assets, not being depreciated	<u>3,575,150</u>	<u>2,211,600</u>	<u>5,239,335</u>	<u>547,415</u>
Capital assets, being depreciated:				
Buildings	4,380,273	-	-	4,380,273
Infrastructure	19,411,788	6,448	-	19,418,236
Improvements other than buildings	25,176,161	5,262,081	-	30,438,242
Machinery and equipment	2,712,898	719,608	490,069	2,942,437
Total capital assets being depreciated	<u>51,681,120</u>	<u>5,988,137</u>	<u>490,069</u>	<u>57,179,188</u>
Less accumulated depreciation for:				
Buildings	2,417,901	140,876	-	2,558,777
Infrastructure	8,292,794	125,965	-	8,418,759
Improvements other than buildings	6,379,800	2,029,606	-	8,409,406
Machinery and equipment	2,255,606	239,386	326,654	2,168,338
Total accumulated depreciation	<u>19,346,101</u>	<u>2,535,833</u>	<u>326,654</u>	<u>21,555,280</u>
Nonmajor Enterprise Funds capital assets, being depreciated, net	<u>32,335,019</u>	<u>3,452,304</u>	<u>163,415</u>	<u>35,623,908</u>
<b>Nonmajor Enterprise Funds capital assets, net</b>	<b><u>35,910,169</u></b>	<b><u>5,663,904</u></b>	<b><u>5,402,750</u></b>	<b><u>36,171,323</u></b>
<b>Business-type activities capital assets, net</b>	<b><u>\$ 146,536,794</u></b>	<b><u>\$ 5,112,559</u></b>	<b><u>\$ 11,007,853</u></b>	<b><u>\$ 140,641,500</u></b>

**CITY OF POMPANO BEACH, FLORIDA**  
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Depreciation expense was charged to functions/programs of the primary government as follows:

**Governmental activities:**

General government	\$ 8,817,785
Public safety	2,790,559
Transportation	1,014,616
Physical environment	1,060,896
Culture and recreation	1,719,990
Total depreciation expense - governmental activities	<u>\$ 15,403,846</u>

**Business-type activities:**

Utilities	\$ 9,360,263
Pier	73,664
Airpark	1,065,631
Golf	479,492
Sanitation	39,182
Stormwater	877,864
Total depreciation expense - business-type activities	<u>\$ 11,896,096</u>

The City has active construction projects as of September 30, 2014. Significant projects that were ongoing as of September 30, 2014 for governmental activities with significant commitments, were as follows:

<u>Project</u>	<u>Expended through September 30, 2014</u>	<u>Committed</u>
Major Bridge Repair/Rehab	\$ 423,834	\$ 1,525,674
Public Safety Bldg Improvement Project	4,575,765	554,783
Rebuild Fire Station 11	3,140,033	1,023,035
Emergency Power Enhancement	1,696,795	210,066
Library - Cultural Center	825,173	17,627,725
A1A Underground Electric	537,391	824,570
Cresthaven Fire Station #103	1,316,495	2,728,644
Third Floor City Hall Renovation	278,255	1,316,732
Tennis Center Court Refurbishment	404,726	319,409
Overhead Utility Conversion Downtown Pompano	150,211	1,503,970
Downtown Pompano Streets	7,868,597	4,358,626
Ali Building Phase II	-	1,527,925
Beach Library Rehab/ Relocation	1,408,980	405,861
CRA Atlantic and ICW Bridge	145,101	1,354,900
	<u>\$ 22,771,356</u>	<u>\$ 35,281,920</u>

**CITY OF POMPANO BEACH, FLORIDA**

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Significant projects that were ongoing as of September 30, 2014 for business-type activities with significant commitments were as follows:

<u>Project</u>	<u>Expended through September 30, 2014</u>	<u>Committed</u>
Replace Utility Field Operations Building	\$ 568,193	\$ 2,360,116

**(D) Unearned/Unavailable Revenue**

Unearned/Unavailable revenue at fiscal year end for the City's governmental individual major funds and non-major governmental funds in the aggregate are as follows:

<u>Governmental Activities</u>	<u>General Fund</u>	<u>N.W. CRA</u>	<u>EMS Fund</u>	<u>Capital Projects</u>	<u>Non Major Govt'l Funds</u>	<u>Total</u>
Unearned revenue:						
Local Business Taxes	\$ 1,169,140	\$ -	\$ -	\$ -	\$ -	\$ 1,169,140
Law Enforcement Trust Fund	-	-	-	-	1,904,279	1,904,279
Prepaid Rent	-	4,500	-	-	-	4,500
<b>Total unearned revenue</b>	<b>\$ 1,169,140</b>	<b>\$ 4,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,904,279</b>	<b>\$ 3,077,919</b>
Unavailable revenue:						
FEMA-Hurricane Wilma Grant	242,438	-	-	-	-	242,438
Electric Franchise Tax	830,109	-	-	-	-	830,109
Communications Service Tax	4,552,067	-	-	-	-	4,552,067
EMS Transport Fees	-	-	2,861,793	-	-	2,861,793
<b>Total unavailable revenue</b>	<b>\$ 5,624,614</b>	<b>\$ -</b>	<b>\$ 2,861,793</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,486,407</b>

Unearned revenue at fiscal year end for the City's non-major enterprise funds is as follows:

<u>Business-Type Activities</u>	<u>Non-Major Enterprise Funds</u>
Unredeemed Gift Cards	<u>\$ 7,071</u>

**(E) Interfund Loans and Transfers**

The composition of interfund balances as of September 30, 2014, is as follows:

<u>Due to/from other funds:</u>	<u>Payable</u>	<u>Amount</u>
Receivable		
General Fund	Internal Service Fund	\$ 500,000 (a)
General Fund	Airpark Fund	541,268 (b)
General Fund	Other Grants Fund	1,110,628 (b)
		<u>\$ 2,151,896</u>

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- (a) This is a short-term non-interest bearing receivable and payable to cover a negative cash balance at fiscal year end in the central stores fund.
- (b) This amount represents a short-term non-interest bearing receivable and payable to cover negative cash balances related to cost reimbursement grants for which the City has not yet received reimbursement from the grantor at fiscal year end.

In the government-wide statement of net position, interfund balances between governmental activities and business-type activities have been consolidated and reported on a single line called "internal balances" (net amount of \$1,509,107), which includes a short-term loan from the General Fund to the Sanitation Fund and the internal service fund look-back adjustment to enterprise funds.

**Transfers in/out are as follows:**

Transfers out	Transfers In:						Total
	General Fund	EMS	NW CRA	East CRA	Capital Projects	Nonmajor Enterprise Funds	
General Fund	\$ -	\$ 5,829,537	\$ 313,057	\$ 179,688	\$ 10,210,091	\$ 1,621,065	\$ 18,153,438
East District Fund	1,442,846	-	-	-	-	-	1,442,846
NW District fund	6,623,559	-	-	-	-	-	6,623,559
Nonmajor							
Gov't'l Funds	-	-	-	-	66,000	-	66,000
Utility Fund	-	-	-	-	68,890	-	68,890
Nonmajor Enterprise Funds	2,710,348	-	-	-	4,000	-	2,714,348
	<u>\$ 10,776,753</u>	<u>\$ 5,829,537</u>	<u>\$ 313,057</u>	<u>\$ 179,688</u>	<u>\$ 10,348,981</u>	<u>\$ 1,621,065</u>	<u>\$ 29,069,081</u>

The transfer from the General Fund to the Emergency Management Services (EMS) Fund was required to support operating costs, as the General Fund subsidizes the EMS Fund. Transfers from the General Fund to the Capital Projects Fund were to support capital projects, including the Library/Cultural Center and the Undergrounding of Overhead Utilities in Old Pompano. Transfers from the General Fund to the Nonmajor Enterprise Funds were required to support operating costs in the Golf Fund. Transfers from the NW and East CRA District Funds to the General Fund pertain to capital improvements made in the respective districts to city owned assets.

Transfers from the Nonmajor Enterprise Funds to the General Fund were related to an administrative charge to garbage customers to cover support services provided by the Public Works Department, the transfer of the annual rebate received from Waste Management as part of the agreement with the vendor whereby funds are utilized for general purposes and the recognition of deferred amounts related to a lump sum settlement with the same vendor, whereby amounts are recognized over the life of the agreement with the vendor and amounts received are to be utilized for general purposes.

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**(F) Long-term Obligations**

Summarized below are the City's debt issued to finance the acquisition of properties for community development and construction of capital facilities, which were outstanding at September 30, 2014.

**Governmental Activities Debt:**

- On December 16, 2003, the Pompano Beach Community Redevelopment Agency (the Agency) authorized the issuance of Tax Increment Bond – Series 2003A in an original principal amount not to exceed \$10,000,000, with Wachovia Bank, National Association (the Bank) being the registered holder of the bond. On December 22, 2003, the Agency also entered into a non-revolving line of credit agreement (line of credit) with the Bank, not to exceed \$10,000,000, which represents the Bank's obligation to fund advances of principal of the Series 2003A Bond. The Series 2003A Bond represent the Agency's obligation to reimburse the Bank for up to \$10,000,000 of drawings made under the line of credit. The line of credit is secured by a senior lien on all tax increment revenues generated within the Agency's Northwest District's Redevelopment Area boundaries on a parity with the lien of the Agency's Series 2004A Bond as discussed below. At September 30, 2014 the Agency had \$4,594,595 outstanding related to this line of credit. Proceeds of these draws were used to finance the current refunding of the Agency's Special Obligation Bonds – Series 1999, the cost of redevelopment projects in the Northwest District Redevelopment Area and costs of issuance. Interest on the 2003A Bond is at a fixed rate of 4.39%, with a final maturity date of November 1, 2018. Principal and interest on the Series 2003A Bond is due and payable quarterly.
- On January 21, 2004, the Agency authorized the issuance of Tax Increment Bonds – Series 2004A in an original principal amount not to exceed \$10,000,000, with Wachovia Bank, National Association (the Bank) being the registered holder of the Series 2004A Bond. On January 21, 2004, the Agency also entered into a non-revolving line of credit agreement (line of credit) with Wachovia Bank, National Association (the Bank), in an amount not to exceed \$10,000,000, representing the Bank's obligation to fund advances of principal of the Series 2004A Bond. The Series 2004A Bond represents the Agency's obligation to reimburse the Bank for up to \$10,000,000 of drawings made under the line of credit. The line of credit is secured by a senior lien on all tax increment revenues generated within the Agency's Northwest District Redevelopment Area boundaries, on a parity with the Agency's Series 2003A Bond, as discussed above. At September 30, 2014 the Agency had \$4,594,595 outstanding related to this line of credit. Proceeds of these draws were used to finance the cost of redevelopment projects in the Northwest District Redevelopment Area. Interest on

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the Series 2004A Bond is at a fixed rate of 4.39%, with a final maturity date of November 1, 2018. Principal and interest on the Series 2004A Bond is due and payable quarterly.

For the Series 2003A & 2004A bonds, principal and interest paid for the current fiscal year and total tax increment revenues were \$2,624,892 and \$5,556,429, respectively. At September 30, 2014, total principal and interest remaining on the bonds is \$10,096,852 payable through November 2018.

- On April 23, 2013 the Pompano Beach Community Redevelopment Agency Board authorized the issuance of tax increment revenue bonds – Series 2013A and B (collectively known as the Series 2013 bonds). The Series 2013 bonds were subsequently issued on June 20, 2013. The Series 2013A bonds were issued at a fixed rate of 3.48%, with a final maturity of February 1, 2030, for the purpose of refunding and redeeming the Agency's outstanding tax increment revenue bonds, Series 2010A, which bore an interest rate of 5.13% and had outstanding balance of \$9,055,000. As a result of the refunding the Series 2010A bonds are considered fully refunded and the outstanding balance has been removed from the financial statements. The Series 2013B bonds were issued at a fixed interest rate of 2.83% and a final maturity of February 1, 2030, to finance the cost of community projects in the East District Redevelopment Area and to cover related costs of issuance in the original aggregate principal amount of \$5,000,000.

At September 30, 2014, the City had \$13,480,000 outstanding related to this obligation. Principal and interest paid for the current fiscal year and total tax increment revenues were \$1,099,892 and \$1,985,847, respectively. At September 30, 2014, total principal and interest remaining on the bonds is \$17,578,396 payable through February 2030.

**Business-type Activities Debt:**

On June 14, 2005, the City Commission authorized the issuance of Water and Sewer Revenue Bonds – Series 2006A and B (collectively known as the Series 2006 bonds), per City Ordinance No. 2005-57. The Series 2006 bonds were subsequently issued on May 3, 2006. The Series 2006A bonds were issued for the purpose of providing funds sufficient to accomplish the current refunding of all of the City's outstanding Water and Sewer Bonds, Series 1993, which had an outstanding balance in the amount of \$5,845,000. The Series 2006B bonds were issued for the purpose of providing funds sufficient to accomplish the advance refunding of the City's outstanding Water and Sewer Revenue Bonds, Series 2000, which had an outstanding balance in the amount of \$36,030,000.

The City has pledged future water and sewer customer gross revenues, net of specified operating expenses (net revenues), to repay the Series 2006 bonds. The bonds are payable solely from water and sewer customer net revenues and are payable through 2020. Interest on the Series 2006A bonds range from 3.60% to 3.94% through July 1, 2013, the scheduled maturity of the bonds. Interest on the Series 2006B bonds range

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from 3.74% to 4.58% through July 1, 2020, the scheduled maturity of the bonds. Principal and interest paid for the current fiscal year and total water and sewer customer net revenues were \$21,411,219 and \$15,413,639 respectively.

On September 23, 2014, the City Commission authorized the issuance of Water and Sewer Revenue Refunding Bonds – Series 2014 (Series 2014 bonds), per City Ordinance No. 2014-50. The Series 2014 bonds were subsequently issued on September 26, 2014. The Series 2014 bonds were issued for the purpose of providing funds sufficient to accomplish the current refunding of the City's outstanding Water and Sewer Revenue Bonds, Series 2006B, which had an outstanding balance in the amount of \$17,945,000.

The Series 2014 bonds were issued as a current refunding as the bonds will be called and paid off within 90 days of the issuance of the refunding bonds. The Series 2006 Series bonds are considered defeased for accounting and financial reporting purposes and the outstanding balance has been removed from the financial statements.

The refunding of the 2006B bonds decreased total debt service payments by \$1,621,703 over 6 years and resulted in an economic gain (difference between the present value of the old and new debt service payments) of \$1,494,368.

The City has pledged future water and sewer customer gross revenues, net of specified operating expenses (net revenues), to repay the Series 2014 bonds. The bonds are payable solely from water and sewer customer net revenues and are payable through 2020. The interest on the Series 2014 bonds is 1.68% through July 1, 2020, the scheduled maturity of the bonds.

Principal and interest payments on the Series 2014 bonds are due semi-annually through maturity. Annual principal and interest payments on the Series 2014 bonds are expected to require less than 4 percent of net revenues. The total principal and interest remaining to be paid on the bonds is \$18,313,899.

**Governmental/Business-type Activities Obligation:**

The City contracted with Siemens Industry, Inc. (Siemens) under an energy performance contract to perform an audit of City facilities in order to identify energy performance projects which, if implemented, would result in energy savings to the City. As a mechanism to finance the projects identified by Siemens, the City entered into a loan agreement with Chase Equipment Finance on November 12, 2010 for the purchase of energy efficiency equipment for various City facilities. It is anticipated that the savings from these projects will be utilized to cover the obligation for the note. At September 30, 2014, total principal and interest related to Governmental Activities was \$2,628,671 and \$9,517,540 was related to Business-type Activities. Interest on the loan is fixed at 2.72%, with a final maturity date of August 12, 2023. Principal and interest is due and payable quarterly.

**Conduit Debt:**

- On December 9, 2008, the City Commission authorized the issuance of special facility airport revenue bonds in an aggregate principal amount not to exceed

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\$8,000,000, for the purpose of loaning funds to Sheltair Pompano Beach, LLC (Sheltair) in order to finance the costs of the acquisition, renovation, construction and equipping of certain general aviation facilities located at the Pompano Beach Airpark, to be leased by Sheltair. The bonds were subsequently issued on December 22, 2008. The bonds are limited obligations of the City payable from lease payments required to be made by Sheltair. The City is not obligated to pay the principal or interest of the bonds except from payments made by Sheltair, and neither the faith and credit nor the taxing power of the City is pledged to the payment of the principal and interest on the bonds. At September 30, 2014, total principal and interest outstanding related to this debt issue was \$6,880,000 and \$2,046,847 respectively.

- On December 14, 2010 the City Commission authorized the issuance of Health Facilities Revenue Refunding Bonds, Series 2010, in an amount not exceeding \$30 million, for the purpose of loaning the proceeds to John Knox of Village, Inc. (the Village), as borrower, to be applied to (I) refund and defease all of the Broward County Health Facilities Authority Revenue and Revenue Refunding bonds, Series 2002, outstanding as of the date of issuance of the Series 2010 Bonds, and (II) pay costs of issuance of the Series 2010 Bonds. The 2010 Series bonds were subsequently issued on December 30, 2010 in the amount of \$29,045,000. The bonds are limited obligations of the City payable from the loan payments due from the Village. The City is not obligated to pay the principal or interest on the bonds except from the loan payments made by the Village, and neither the faith and credit nor the taxing power of the City is pledged to the payment of the principal and interest on the bonds. At September 30, 2014, total principal and interest outstanding related to this debt issue was \$25,285,000 and \$3,877,731, respectively.

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**Changes in long-term liabilities**

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
<b>Governmental activities:</b>					
Bonds payable:					
Tax increment bonds-East District	\$ 14,100,000	\$ -	\$ 620,000	\$ 13,480,000	\$ 640,000
Tax increment bonds-NW District	11,351,352	-	2,162,162	9,189,190	2,162,162
Total bonds payable	25,451,352	-	2,782,162	22,669,190	2,802,162
Claims and judgments	14,577,000	4,581,010	4,371,010	14,787,000	3,545,583
Net OPEB obligation	6,454,014	409,718	219,747	6,643,985	-
Notes payable	2,549,682	-	225,005	2,324,677	231,188
Compensated absences	5,395,260	4,742,856	4,524,342	5,613,774	359,059
Governmental activity Long-term liabilities	<u>54,427,308</u>	<u>9,733,584</u>	<u>12,122,266</u>	<u>52,038,626</u>	<u>6,937,992</u>
<b>Business-type activities:</b>					
Bonds payable:					
Water & sewer revenue bonds	20,535,000	17,355,000	20,535,000	17,355,000	2,915,000
Less: bond discount	(42,824)	-	(42,824)	-	-
Total bonds payable	20,492,176	17,355,000	20,492,176	17,355,000	2,915,000
Net OPEB obligation	1,470,574	76,600	18,144	1,529,030	-
Notes payable	9,231,550	-	814,669	8,416,881	837,055
Capital lease payable	-	294,200	71,937	222,263	73,002
Compensated absences	1,035,945	674,197	671,895	1,038,247	25,044
Business-type activity Long-term liabilities	<u>32,230,245</u>	<u>18,399,997</u>	<u>22,068,821</u>	<u>28,561,421</u>	<u>3,850,101</u>
Total long-term liabilities	<u>\$ 86,657,553</u>	<u>\$ 28,133,581</u>	<u>\$ 34,191,087</u>	<u>\$ 80,600,047</u>	<u>\$ 10,788,093</u>

Internal service funds predominantly serve the governmental funds. Accordingly, long-term liabilities for them are included as part of the above totals for governmental activities.

For the governmental activities, compensated absences and OPEB liabilities are generally liquidated by the General Fund and EMS Funds.

Bond indentures for the water and sewer bonds contain provisions relating to annual debt service payments, restricted account transactions, minimum sinking fund requirements, and minimum revenue levels. The City believes that it is in compliance with all bond provisions and maintained reserves totaling \$3,516,873 at September 30, 2014.

The City Charter limits the amount of net general obligation bonded debt to 15% of the assessed property valuation. At September 30, 2014, the statutory limit for the City was approximately \$1.3 billion, providing a legal debt margin of approximately \$1.3 billion, as the City had no general obligation debt outstanding at September 30, 2014.

The Tax Reform Act of 1986 arbitrage rebate regulations require earnings from investment of tax-exempt debt proceeds which exceed the yield on the debt to be remitted to the federal government every five years. As of September 30, 2014 the City had negative arbitrage related

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to all outstanding bond issues. Amounts to be rebated, if any, depend on net results of arbitrage calculations in future years.

The annual requirements to pay principal and interest on bonds and notes at September 30, 2014 are as follows:

**Bonds:**

	<b>Governmental Activities</b>						
	<b>Northwest (NW) CRA District</b>			<b>East CRA District</b>			<b>Total Governmental Activities</b>
	<b>Principal</b>	<b>Interest</b>	<b>Subtotal NW District</b>	<b>Principal</b>	<b>Interest</b>	<b>Subtotal East District</b>	
2015	\$2,162,162	\$ 367,811	\$ 2,529,973	\$ 640,000	\$ 457,968	\$ 1,097,968	\$ 3,627,941
2016	2,162,162	272,892	2,435,054	665,000	435,261	1,100,261	3,535,315
2017	2,162,162	177,973	2,340,135	685,000	411,771	1,096,771	3,436,906
2018	2,162,162	83,054	2,245,216	710,000	387,498	1,097,498	3,342,714
2019	540,542	5,932	546,474	735,000	362,355	1,097,355	1,643,829
2020 - 2024	-	-	-	4,095,000	1,401,135	5,496,135	5,496,135
2025 - 2029	-	-	-	4,870,000	623,616	5,493,616	5,493,616
2030 - 2034	-	-	-	1,080,000	18,792	1,098,792	1,098,792
	<u>\$9,189,190</u>	<u>\$ 907,662</u>	<u>\$ 10,096,852</u>	<u>\$13,480,000</u>	<u>\$4,098,396</u>	<u>\$ 17,578,396</u>	<u>\$ 27,675,248</u>

	<b>Business-type Activities</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2015	\$ 2,915,000	\$ 222,723	\$ 3,137,723
2016	2,790,000	242,592	3,032,592
2017	2,835,000	195,720	3,030,720
2018	2,890,000	148,092	3,038,092
2019	2,935,000	99,540	3,034,540
2020 - 2024	2,990,000	50,232	3,040,232
	<u>\$ 17,355,000</u>	<u>\$ 958,899</u>	<u>\$ 18,313,899</u>

**DEFEASANCE OF LONG-TERM DEBT** – The City has defeased its 2006B Series Water and Sewer Revenue Refunding Bonds by placing a sufficient portion of the 2014 Water and Sewer Revenue Refunding bond proceeds together with other funds of the City into an irrevocable trust fund to provide for all future debt service payments on the bonds. The assets, liabilities and financial transactions of these trust funds are not reflected in the financial statements of the City. Defeased bonds outstanding at September 30, 2014 are as follows:

<b>Series</b>	<b>Issue</b>	<b>Amount</b>
2006B	Water & Sewer Revenue Refunding Bonds	<u>\$ 17,945,000</u>

**Notes:**

On November 12, 2010 the City entered into a loan agreement which allows the City to be

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reimbursed for the purchase of equipment up to a maximum of \$13,500,000. At September 30, 2014, the City's obligation under the note, inclusive of accrued interest was \$10,741,558 and allocated between Governmental and Business-type Activities was as follows:

	Governmental Activities			Business-type Activities		
	Principal	Interest	Total	Principal	Interest	Total
2015	\$ 231,188	\$ 60,886	\$ 292,074	\$ 837,055	\$ 220,449	\$ 1,057,504
2016	237,541	54,534	292,075	860,056	197,448	1,057,504
2017	244,068	48,006	292,074	883,690	173,815	1,057,505
2018	250,775	41,300	292,075	907,972	149,532	1,057,504
2019	257,666	34,409	292,075	932,922	124,582	1,057,504
2020 - 2024	1,103,439	64,859	1,168,298	3,995,186	234,833	4,230,019
	<u>\$ 2,324,677</u>	<u>\$ 303,994</u>	<u>\$ 2,628,671</u>	<u>\$ 8,416,881</u>	<u>\$ 1,100,659</u>	<u>\$ 9,517,540</u>

OTHER UNAMORTIZED AMOUNTS ON BOND REFUNDING – Deferred charges (difference between carrying value of old debt and reacquisition price of new debt) on the bond refunding of the 1993, 2000 and 2006 Water and Sewer Revenue Bonds are being amortized over the life of the latest refunding (Water and Sewer Revenue Refunding Bonds, Series 2014) in the Utility Fund and the government-wide financial statements using the effective interest method. The deferred charge was \$340,613 at September 30, 2014. This amount is reported as a deferred outflows of resources at September 30, 2014.

**Capital Lease obligation**

On September 27, 2013 the City entered into a master lease agreement as lessee for financing the acquisition of golf carts in the amount of \$294,200. The lease is for four (4) years, with annual payments being subject to annual appropriations by the City. The annual interest rate on the lease is 1.47%. The lease agreement qualifies as a capital lease for accounting purposes and therefore has been recorded at the present value of the future minimum lease payments as of the inception date.

Future minimum lease obligations are as follows:

Year Ending September 30,	Business-type Activities
2015	\$ 75,779
2016	75,779
2017	75,778
Total minimum lease payments	227,336
Less: Amount representing interest	5,073
Present value of minimum lease payments	<u>\$ 222,263</u>

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**(G) Lease**

**Operating Lease**

The City is a lessee in a long-term land lease in order to receive access to a tract of land at the Hillsboro Inlet. The lease expires in 59 years and is adjusted for changes in the Consumer Price Index every three years.

The lease payments are as follows:

<b>Fiscal Year Ending</b>	<b>Governmental Activities</b>
2015	\$ 139,160
2016	139,160
2017	139,160
2018	139,160
2019	139,160
2020 - 2024	695,800
2025 - 2029	695,800
2030 - 2034	695,800
2035 - 2039	695,800
2040 - 2044	695,800
2045 - 2049	695,800
2050 - 2054	695,800
2055 - 2059	695,800
2060 - 2064	695,800
2065 - 2069	695,800
Total lease payments	<u>\$ 7,653,800</u>

**(H) Governmental Fund - Fund Balance**

Fund balances for governmental funds are reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Please refer to Note (I)(Q) for a description of these categories.

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Below is a table of fund balance categories and classifications at September 30, 2014 for the City's governmental funds:

	General	NW CRA District	East CRA District	Emergency Medical Services	Capital Projects	Non-major Gov't Funds
<b>Fund Balances:</b>						
<b>Non-spendable</b>						
Inventory	\$ 167,054	\$ -	\$ -	\$ 238,396	\$ -	\$ -
Prepays	27,350	5,304	-	-	-	-
Broward County Reimbursement-Library	-	-	-	-	1,131,905	-
<b>Restricted:</b>						
Building Permit Function	8,129,626	-	-	-	-	2,649,198
Transportation	-	-	-	-	-	811,281
Cultural Arts	-	-	-	-	-	15,615
Community Redevelopment	-	44,672,887	10,129,115	-	-	1,795,390
<b>Committed:</b>						
Cemetery Care	-	-	-	-	-	926,882
Disaster Relief	-	-	-	-	-	380,290
Affordable Housing	-	-	-	-	-	109,626
Tree Canopy Landscape/ Tricentennial/Nautica Flea Mkt.	-	-	-	-	-	545,935
Beach Area Parking	-	-	-	-	-	319,637
Emergency Medical Services	-	-	-	1,300,056	-	25,438
<b>Assigned:</b>						
Fire Stations	-	-	-	-	4,670,776	-
Culture & Recreation	-	-	-	-	4,757,983	-
Civic Campus - Public Library	-	-	-	-	8,103,210	-
ADA Compliance	-	-	-	-	321,609	-
Seawall Repairs	-	-	-	-	661,385	-
Public Safety Bldg. Improvs.	-	-	-	-	508,656	-
General Government Bldg. Improvs.	-	-	-	-	2,515,356	-
City Landscaping/Signage/Lighting	-	-	-	-	1,817,416	-
Traffic Signals	-	-	-	-	131,898	-
Bridge Repairs\Enhancements	-	-	-	-	2,499,387	-
Tree Replacement	-	-	-	-	37,441	-
Traffic Calming	-	-	-	-	289,317	-
City Sidewalks	-	-	-	-	610,019	-
Underground Utilities	-	-	-	-	4,200,392	-
Railroad Crossing Repairs	-	-	-	-	378,297	-
Road Resurfacing/Reconstruction	-	-	-	-	666,637	-
Parking Lot Improvements	-	-	-	-	269,838	-
Art in Public Places	-	-	-	-	414,541	-
Capital Reserves	-	-	-	-	509,381	-
General Government (Encumbrances)	111,640	-	-	-	-	-
Public Safety (Encumbrances)	707,858	-	-	-	-	-
Physical Environment (Encumbrances)	286,054	-	-	-	-	-
Culture & Recreation (Encumbrances)	193,699	-	-	-	-	-
Subsequent Year's Expenditures	1,634,601	-	-	-	-	-
<b>Unassigned</b>						
General Government	50,801,700	-	-	-	-	-
<b>Total Fund Balances</b>	<b>\$ 62,059,582</b>	<b>\$ 44,678,191</b>	<b>\$ 10,129,115</b>	<b>\$ 1,538,452</b>	<b>\$ 34,495,444</b>	<b>\$ 7,579,292</b>

(I) Property Taxes

The City levies property taxes each October 1, which becomes a lien on real and personal property located in the City. Property taxes are based on the assessed values

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determined by the Broward County Property Appraiser as of the prior January 1. The current year's levy is based on assessed property values totaling approximately \$9.0 billion. Taxes are collected directly by Broward County and remitted to the City as collected.

The State of Florida permits the City to levy taxes up to 10 mills of assessed property valuation for the General Fund. The City levied taxes at 4.9700 mills for the General Fund and .5000 mills for the EMS District for the fiscal year ended September 30, 2014.

All taxes are due from property owners on March 31. Taxes become delinquent on April 1 and are subject to the issuance of tax sale certificates if unpaid by June 1. Gross tax collections for the year ended September 30, 2014 were approximately 96.6% of the total tax levy.

**(J) Other Commitments**

The City currently has a contract with the Broward Sheriff's Office ("BSO") to provide policing servicing. The current contract has a current monthly commitment of \$2,991,353 and the contract period extends through January 31, 2015.

There were no other significant encumbrances at September 30, 2014.

**(K) Post Employment Benefits Other Than Pensions**

**Plan Description** - The City as a single employer, maintains a Post Employment Benefits Plan, for benefits other than pension (OPEB). Pursuant to Section 112.0801, Florida Statutes, the City is mandated to permit participation in the health insurance program by eligible retirees (as defined in the City's pension plans as discussed in more detail at Note III) and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. Retirees pay 100% of the blended (active and retiree combined) equivalent premium rates. The blended rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. The OPEB Plan does not issue a separate stand alone financial report.

**Funding Policy** - The City is financing the post employee benefits on a pay-as-you go basis. For fiscal year 2014, 55 retirees received health care benefits. Annual required contributions amounted to \$854,666 for the current fiscal year, towards which the City made a contribution of \$237,891. Retiree contributions totaled \$1,061,744 for the fiscal year ended September 30, 2014. At September 30, 2014 the City recorded a net OPEB obligation of \$6,643,985 for governmental activities and \$1,529,030 for business-type activities in its government-wide statement of net position. The Utility Fund reported a net OPEB obligation of \$1,239,008, while the non-major enterprise funds reported \$290,022. Internal Service Funds reported a net OPEB obligation of \$328,174. The OPEB obligation is a function of annual required contributions, interest, adjustments to the annual required contribution, annual pension costs and actual employers' contributions made to the plan.

**Annual OPEB Cost and Net OPEB Obligation** - The City's annual OPEB cost (expense) is

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calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the City's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the City's net OPEB obligation to the retiree health plan:

Annual Required Contribution	\$	854,666
Interest on Net OPEB Obligation		316,985
Adjustment to Annual Required Contribution		<u>(685,333)</u>
Annual OPEB Cost (Expense)		486,318
Implied Employer Contribution		<u>(237,891)</u>
Increase in Net OPEB Obligation		248,427
Net OPEB Obligation-beginning of year		<u>7,924,588</u>
Net OPEB Obligation-end of year	\$	<u><u>8,173,015</u></u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation as of September 30, 2014 was as follows:

<b>Fiscal Year Ended</b>	<b>Annual OPEB Cost</b>	<b>Percentage of Annual OPEB Cost Contributed</b>	<b>Net OPEB Obligation</b>
September 30, 2014	\$ 486,318	49%	\$ 8,173,015
September 30, 2013	\$ 469,085	50%	\$ 7,924,588
September 30, 2012	\$ 1,213,739	23%	\$ 7,690,949

Funded Status and Funding Progress - As of July 1, 2013 the most recent actuarial valuation date, the actuarial accrued liability for benefits was \$5,627,873 and the actuarial value of assets was \$0, resulting in an unfunded actuarial accrued liability of \$5,627,873. The covered payroll (annual payroll of active employees covered by the plan) was \$39,688,921, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 14 percent. The projection of future benefit payments for an ongoing plan involves estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Methods and Assumptions - Projections of benefits for financial reporting purposes are

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based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the actuarial valuation as of July 1, 2013 the Projected Unit Credit method (PUC) was used to determine all liabilities, with the liability for each active employee assumed to accrue over his working lifetime based on elapsed time from his date of hire until retirement. The unfunded actuarial accrued liability is being amortized over a fifteen year open period, utilizing the level dollar payment method.

The following simplifying assumptions were made:

***Eligibility***

For firefighters and police officers – Age 47 with at least 20 years of service, or age 55 with at least 10 years of service.

For general employees – Age 55 with at least 20 years of service, or age 62 with at least three years of service.

***Disability***

Sex-distinct disability rates set forth in the Wyatt 1985 Disability Study were used. Class 4 rates were used for police officers and firefighters, while class 2 rates were used for general employees.

***Permanent Withdrawal from Active Status***

Sex-distinct withdrawal rates set forth in the Scale 155 table were used.

***Investment Rate of Return***

A discount rate of 4% per annum was utilized (includes inflation at 2.75% per annum).

***Healthcare Cost Trend Rates***

The cost of covered medical services, based on market place knowledge, was assumed to increase or decrease in accordance with the following rates, compounded annually:

2013/14-4.00%  
2014/15-4.00%  
2015/16-4.00%  
2016/17-7.50%  
2017/18-7.00%  
2018/19-6.50%  
2019/20-6.00%  
2020/21-5.50%2021/22 & later-5.00%  
2021/22 & later-5.00%

***Implied Subsidy***

The implied subsidy for a 65-year old retiree for the period July 1, 2013 through June 30,

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2014 is assumed to be \$3,600 per year under the HMO plan and \$4,200 per year PPO plan. Upon the attainment of Medicare eligibility, the subsidy is assumed to disappear.

***Age Related Morbidity***

The cost of covered medical services has been assumed to increase with age at the rate of 2.50% per annum.

***Retiree Contributions***

Retirees electing post-employment healthcare coverage have been assumed to make monthly contributions equal to the premium charged to the active employees.

***Cost of Living Increases***

Retiree contributions have been assumed to increase in accordance with the healthcare cost trend assumption.

***Medical Plan Choice***

Both current and future retirees have been assumed to continue coverage in accordance with their current plan election.

***Future Participation Rates***

Fifty percent (50%) of eligible employees were assumed to elect coverage upon retirement or disability. Coverage for retirees and their dependents was assumed to continue for the life of the retiree only, with coverage for all dependents ending upon the retiree's death.

***Marriage and Dependent Assumption***

Both current and future retirees were assumed to continue single or family coverage in accordance with their current election.

***COBRA Assumption***

Future healthcare coverage provided solely pursuant to COBRA was not included in the OPEB valuation. As the COBRA premium is determined periodically based on plan experience, it was assumed that the COBRA premium to be paid by the participant fully covers the cost of providing healthcare coverage during the relevant period.

***Retiree Age Assumption***

All current retirees were assumed to be an average age 61 years, based on actual retirees' data.

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(III) OTHER INFORMATION

(A) Employee Retirement System  
Police and Firefighters' Retirement System

1. Summary of Significant Accounting Policies

*Basis of accounting* – The PFRS's financial statements are prepared using the accrual basis of accounting. Contributions from the Plan's members are recognized as revenue in the period in which the contributions are due. Contributions from the City and the Broward Sheriff's Office (BSO), as calculated by the System's actuary, are recognized as revenue when due and when the entities have made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

*Method used to value investments* – Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Short-term investments, which consist of money market funds, are reported at cost, which is fair value. Securities traded on national or international exchanges are valued at the last reported sales price or current exchange rates. Real estate investment is reported at its fair value based on an independent appraisal of underlying property. The PFRS has investments in funds of hedge funds which hold a variety of different investment vehicles that do not have readily available market quotations. The PFRS's fair value is based on its proportionate share of the value of the funds of hedge funds as determined by the fund managers. That value is based on what the hedge fund can reasonably expect to receive as its interest in the various investment vehicles based on input from fund managers, independent valuation consultants and independent auditors. Net appreciation in fair value of investments includes realized and unrealized gains and losses. Realized gains and losses are determined on the basis of specific cost. Interest and dividends are recorded as earned. Purchases and sales of investments are recorded on a trade date basis. Dividends are recorded on the ex-dividend date.

*Use of estimates* – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the plan administrator to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

2. Plan Description and Contribution Information

The following brief description of the Plan is provided for general information purposes only. Participants should refer to City ordinances for more complete information.

*Plan description* – The Pompano Beach Police and Firefighters' Retirement System ("PFRS") was established by ordinance of the City of Pompano Beach, Florida ("City") on August 15, 1972 (effective October 1972), to account for the financial activity of the Pompano Beach Police and Firefighters' Retirement Plan ("Plan"). The PFRS is a single-employer defined benefit pension plan, which is administered by a nine member

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Board of Trustees comprised of three members appointed by the City Commission, three members elected by/from the Firefighter members, and three members elected by/from the Police members. The Board of Trustees has the sole and exclusive responsibility for the administration and operation of the PFRS.

All full time employees of the police and fire departments, who are classified as sworn police officers and firefighters are covered by this single employer defined benefit pension plan. In August 1999, the City contracted with the Broward County Sheriff's Office ("BSO") whereby the BSO would provide policing services in Pompano Beach. As a result, all of the City's police officers were employed by the BSO. Participating police officers were given the option to either remain in the Plan or switch to the BSO's retirement plan and the Plan was closed to new police officers. The PFRS is an integral part of the primary government of the City and is included as a pension trust fund in the City's basic financial statements. However, the PFRS also issues a stand alone financial report that may be obtained by writing to the Pension Board, P.O. Box 610489, Pompano Beach, Florida 33061-0489.

The PFRS provides retirement, death and disability benefits for its members. Benefit provisions are established and may be amended by the City of Pompano Beach, in conjunction with the members' collective bargaining units. A member may retire with normal benefits after reaching age 47 and accumulating 20 or more years of credited service or age 55 and accumulating 10 or more years of credited service. Pursuant to Ordinance 2014-61, firefighters hired on or after May 27, 2014, may retire with normal benefits after reaching age 50 and accumulating 20 or more years of credited service or age 55 and accumulating 10 or more years of credited service. Pursuant to Ordinance 2008-54, a police officer with 25 years of credited service may elect to purchase unreduced normal retirement benefits regardless of age. Normal retirement benefits are stipulated in Section 34.055 of the City's Code of Ordinances and are contingent upon a member's employment classification, separation date, length of service and average monthly earnings. In general, normal retirement benefits are the member's average monthly earnings times the number of years of service multiplied by a factor ranging from 2.0% to 4.0%. Members with 20 or more years of service may receive an early retirement benefit at age 47 or an immediate benefit at a reduced amount. Members who have attained age 50 and have completed 10 years of service are also eligible for an early retirement benefit.

Each October 1, an automatic cost of living adjustment (COLA) of 2% is provided to those who have been retired at least 5 years. An additional increase of up to 1% may be paid to those same retirees under certain circumstances.

A member attaining age 47 with 20 or more years of credited service is eligible for delayed retirement. These benefits begin upon application and are computed in the same manner as the normal retirement benefit.

Disability benefits for service related disabilities are paid to the member for at least 10 years or until recovery. Benefits are calculated as 75% of the member's final earnings in effect at the date the benefit is approved. Disability benefits for non-service related disabilities for members with 10 or more years of credited service are paid to a member for at least 10 years or until recovery. Benefits are calculated as 3% of the

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member's average monthly earnings times the number of credited service years, up to a maximum of 60% of the member's salary, plus 2% of average monthly earnings times the number of credited service years in excess of 25 years.

Pre-retirement death benefits for service related deaths are payable to the member's surviving spouse until death or remarriage (for life if the member was killed in the line of duty). Benefits are calculated as \$5,000 lump sum payment plus 75% of the member's final earnings. In addition, eligible children each receive 7.5% of the member's final earnings. If no eligible surviving spouse exists, eligible children each receive 15% of the member's final earnings not to exceed 50%. Pre-retirement death benefits for non-service related deaths of members with more than 10 years of credited service are payable to a designated beneficiary. The designated beneficiary may elect to receive a return of the member's contribution plus interest or an accrued benefit payable at normal retirement or early retirement. In addition, the designated beneficiary may elect the pre-retirement death benefit for non-service related deaths of members with 5 to 10 years of credited service. Pre-retirement death benefits for non-service related deaths of members with 5 to 10 years of credited service are paid to the member's surviving spouse for life. Benefits are computed as a \$5,000 lump sum plus 65% of the member's accrued benefits at the date of death, subject to a minimum of 20% of the member's average monthly salary. In addition, eligible children each receive 7.5% of the member's final earnings. If no eligible surviving spouse exists, eligible children each receive 15% of the member's final earnings. The pre-retirement death benefit for members with 1 to 5 years of credited service is a \$5,000 lump sum payment to the member's designated beneficiary. Post retirement death benefits are payable to the member's beneficiary in accordance with the terms of the payment method selected.

A member with less than 10 years of credited service who terminates employment is refunded his or her contributions, plus interest of 3%. A member with 10 or more years who terminates employment may receive his or her accrued benefit or a refund of contributions plus 3% interest.

Membership consisted of the following at October 1, 2014, the date of the latest actuarial valuation:

Retirees and beneficiaries currently receiving benefits	393
Inactive plan members entitled but not yet receiving benefits	2
Active plan members	163
Total	<u>558</u>

*Deferred Retirement Option Plan (Drop) Plan* - Any member who is eligible to receive a normal retirement pension and prior to attaining 25 years of service may elect to participate in a deferred retirement option plan ("DROP") while continuing his or her active employment as a police officer or firefighter. A member with 25 years of credited service, who is not yet eligible for normal retirement may elect to participate in the DROP upon reaching normal retirement. Upon participation in the DROP, the member becomes a retiree for all PFRS purposes so that he or she ceases to accrue

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any further benefits under the pension plan. Normal retirement payments that would have been payable to the member as a result are accumulated and invested in the DROP plan to be distributed to the member upon his or her termination of employment. Participation in the DROP plan ceases for a member after 5 years of participation. As of September 30, 2014, the balance in the Drop account was \$19,913,608, with 67 DROP participants. These amounts are included in the total investment balance presented on the statement of fiduciary net position.

*Drop Loan Program* - Effective June 22, 2010, the PFRS allowed participants (Police officers only) to borrow from their DROP account. The loan limit is up to 50% of participant's account balance, subject to a minimum of \$5,000 and a maximum of \$50,000. The interest rate charged is the "prime rate" in effect on the day of loan application and the repayment schedule and maturity date may not exceed five years. At September 30, 2014, the balance of DROP loans outstanding was \$81,971.

*Share Plan* - A Supplemental Retirement Benefit Plan was established for firefighter members who were employed on October 1, 2010. Firefighters who were actively employed on that date were given a share, based on completed months of service, of the existing Chapter 175 reserves. Annually thereafter, Chapter 175 contributions exceeding \$821,230 are also allocated to members who are employed at the end of each fiscal year. In addition, earnings are posted to the share plan accounts each January 1. Firefighters become vested in their accounts at the rate of 50% after 10 years of service, 75% after 15 years of service and 100% after 20 years of service. As of September 30, 2014, the balance in the share plan account was \$4,098,621. This amount is included in the total investment balance presented on the statement of fiduciary net position.

*Contributions* - Contribution requirements are established and may be amended by the City in conjunction with the Broward County Police Benevolent Association and the Pompano Beach Professional Firefighters Local 1549. The contribution requirements are determined based on the benefit structure established by the City. The City is required to contribute amounts necessary to finance the benefits through periodic contributions at actuarially determined rates. Police officers are required to contribute 8.6% and firefighters 11.6% of their annual covered salary.

The City also has a contract with BSO to provide annual contributions to the Plan on behalf of police officers, as actuarially determined. Pursuant to chapters 175 and 185 of the Florida Statutes, a premium tax on certain property and casualty insurance contracts written on Pompano Beach properties is collected by the State and is remitted to the PFRS. Administrative costs are financed through investment earnings.

In accordance with Florida Statutes, additional premium tax revenues received by the PFRS are reserved to provide future minimum or extra benefits and may not be used to reduce or offset the contribution requirements of the City. As of the October 1, 2014 actuarial valuation, the cumulative balance of additional premium tax revenues reserved to provide future benefit improvements total \$651,182 of which \$215,163 pertains to the police members (Chapter 185 funds) and \$436,019 pertains to the firefighter members (Chapter 175 funds).

*Real Estate Investment* - The Plan (in its capacity as Pompano Beach Investors, LLC)

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purchased a property located at 2335 East Atlantic Boulevard (purchased in 2007 for approximately \$4.4 million) within the City limits. The intent of the purchase was to generate rental income through leasing agreement for office space. As required by accounting standards, the property is reported at fair market value (\$2.7 million) at September 30, 2014.

#### **3. Due to Brokers**

Pending trades payable amounting to \$10,458,698 at September 30, 2014 account for amounts due to the PFRS's broker for investment purchases made with trade dates prior to the fiscal year end and settlement dates after the fiscal year end. The trades will be settled by receiving or liquidating cash equivalents.

#### **(B) Employee Retirement System General Employees' Retirement System**

##### **1. Summary of Significant Accounting Policies**

*Basis of Accounting* – The GERS's financial statements are prepared using the accrual basis of accounting. Member contributions are recognized as revenues in the period in which employee contributions are due. City and County contributions are recognized as revenues when due pursuant to actuarial valuations. Benefits and refunds are recognized when due and payable in accordance with the terms of the Plan. Interest and dividend income are recorded as earned and dividend income is recorded as of the ex-dividend date.

*Cash Equivalents* – The GERS considers all highly liquid investment with a maturity of three months or less when purchased, to be cash equivalents.

*Investments* – Plan investments are reported at fair value. Quoted market prices, when available, have been used to value investments. The fair value of quoted investments is based on the closing sales price or bid price as reported by recognized security exchanges. The market values for securities that have no quoted market price represent estimated fair value. Many factors are considered in arriving at that value. International equities are valued based upon quoted foreign market prices and translated into U.S. dollars at the exchange rate in effect at September 30, 2014. In general, corporate debt securities have been valued at quoted market prices or, if not available, values are based on yields currently available on comparable securities of issuers with similar credit ratings. The fair value of real estate investment securities is based on appraisals plus fiscal year-to-date capital expenditures.

Private equity partnerships are valued using their respective net asset value ("NAV") and are audited annually. The most significant input into the NAV of such an entity is the fair value of its investment holdings. These holdings are valued by the general partners on a quarterly or semi-annual basis, in conjunction with management and investment advisors. The management assumptions are based upon the nature of the investment and the underlying business. Because of the inherent uncertainty of the valuation for these private equity investments, the estimated fair value may differ from the values that would have been used had a ready market existed.

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Unrealized gains and losses are presented as net appreciation (depreciation) in fair value of investments on the statement of changes in plan net position along with gains and losses realized on sales of investments. Purchases and sales of investments are recorded on a trade-date basis.

*Property and Equipment* - Property and equipment is stated at cost. The cost of property and equipment is depreciated over the estimated useful lives of the related assets. The costs of leasehold improvements are depreciated (amortized) over the lesser of the length of the related leases or estimated useful lives of the assets. Depreciation is computed using the straight-line method.

*Use of Estimates* – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

## **2. Plan Description**

*Organization* – The City of Pompano Beach General Employees' Retirement System (the GERS) is a single employee defined benefit pension plan established by the City of Pompano Beach, Florida (the City), on September 25, 1972. The GERS reflects the provisions and requirements of Ordinance Section No. 34.010 through 34.040, as amended. In September 1991, the City contracted with Broward County for the operation of the Pompano Beach Public Library. As part of this agreement, all City employees who chose to remain in the library system became employees of Broward County. These employees were given the option of remaining in the GERS, in which case Broward County would make the required annual employer contributions as determined by the Plan actuary. In August 1999, the City also contracted with the Broward County Sheriff's Office ("BSO") whereby the BSO would provide policing services in Pompano Beach. As a result, certain code enforcement officers were employed by the BSO. Participating code enforcement officers were given the option to either remain in the Plan or switch to the BSO's retirement plan.

The GERS is administered by a board of seven trustees comprised of three persons elected directly by the members, three persons who are not members appointed by the City Commission and one person elected by the other six trustees.

Since the GERS is sponsored by the City, the GERS is included as a pension trust fund in the City's comprehensive annual financial report, as part of the City's financial reporting entity. The GERS issues a stand alone financial report that may be obtained by writing to the Pension Board, 555 S. Andrews Avenue, Suite 106, Pompano Beach, Florida 33069.

The following brief description of the GERS is provided for general information purposes only. Participants should refer to the Plan document for more detailed and comprehensive information.

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*Participants*

Participants are all general employees with full-time status, elected officials and appointees and senior managers of the City of Pompano Beach who have met the requirements of the City's merit system. Members are further divided in the following two tiers:

Tier One members are those members hired prior to June 8, 2011.

Tier Two members are those members hired on or after June 8, 2011.

*Membership*

As of October 1, 2014, the date of the latest actuarial valuation, membership in the Plan consisted of:

Retirees and Beneficiaries currently receiving benefits and Drop and Terminated Employees entitled to benefits, but not receiving them	388
Current Employees:	
Fully vested, partially vested and non-vested active employees covered by the Plan	479
Total	<u>867</u>

*Pension Benefits*

The GERS provides retirement benefits as well as death and disability benefits for all regular full time employees employed at least twenty hours per week and five months per year. Several benefit options are available to employees, which should be elected at time of retirement. Early retirement, disability, death and other benefits are also provided. Employees must have ten years of service and be unable to be gainfully employed before becoming eligible for non-service connected disability benefits. General employees have vested benefits after 10 years of creditable service in accordance with qualifications under the Plan. Elected officials, appointees and senior management have vested benefits after 5 years of creditable service in accordance with qualifications under the Plan.

Employees who retire at age fifty-five with twenty years of continuous service or age sixty-two with at least three years of continuous service are entitled to an annual retirement benefit payable monthly for life in accordance with the following parameters. Employees with twenty years of continuous service who have not yet reached age fifty-five may retire and receive immediate reduced benefits.

Tier One members

Normal retirement benefit is calculated using 2.75% of the Average Monthly Salary multiplied by the years of credited service. Average Monthly Salary is the average of the highest completed 78 biweekly pay periods times 1.0048.

Tier Two members

Normal retirement benefit is calculated using 2.00% of the Average Monthly Salary

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multiplied by the years of credited service. Average Monthly Salary is the average of the highest completed 130 biweekly pay periods times 1.0048.

*Deferred Retirement Option Plan (DROP)*

Any member who is eligible to receive a normal retirement pension may freeze their accrued benefits and elect to participate in a DROP while continuing their active employment. For members electing participation in the DROP, an individual DROP account shall be created. Payment shall be made by the Plan into the employee's DROP account in an amount equal to the regular monthly retirement benefit which the participant would have received had the participant separated from service and commenced receipt of pension benefits plus interest. Interest shall be at the same rate as the investment earnings assumption for the Plan. Participation in the DROP is limited to sixty months.

*Cost of Living Adjustment (COLA)*

Tier One members

The Plan allows for an annual guaranteed Cost of Living Adjustment (COLA) equal to two percent (2%) payable on October 1, plus an additional variable COLA equal to up to one percent (1%) if Plan earnings are sufficient (as certified by the Plans actuary). The COLA is payable to each Retiree who has been retired for at least one year at the time of COLA payment (October 1). All retirees and their beneficiaries are eligible for the COLA once they have been retired for one year.

Tier Two members

The Plan allows for an annual guaranteed Cost of Living Adjustment (COLA) for eligible Retirees over the age of 55, payable to each Retiree who has been retired for five years at the time of the COLA payment (October 1). The amount is determined by the Retirees' age on October 1. The COLA amount is one percent (1%) for Retirees between the ages of 55 and 64. For Retirees age 65 and older, the COLA amount is two percent (2%). In addition, eligible Retirees may receive an additional variable COLA equal to up to one percent (1%) if Plan earnings are sufficient (as certified by the Pan's actuary).

*Funding Requirements and Funding Status of Plan*

Member Contributions:

Tier One members are required to contribute 10% of their earnings to the Plan. Tier Two members are required to contribute 7% of their earnings to the Plan. If a member terminates their employment before they become eligible to receive benefits, the accumulated contributions will be returned to the members plus interest at 3% per year.

City Contributions:

The City is to contribute such amounts as are necessary to maintain the actuarial soundness of the Plan and to provide the Plan with assets sufficient to meet the benefits to be paid to the participants.

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County Contributions:

The County is to contribute such amounts as determined by the actuary to cover Broward Sheriff's Office employees.

*Investments*

The Plan contracts with investment managers who supervise and direct the investment of equity and fixed income securities. In addition, the Plan utilizes an investment advisor who monitors the investing activity. The investments owned are held in the name of the GERS.

**(C) Other Pension Information**

**1. Contribution Rates and Actual Contributions**

	<u>Police and Firefighters'</u>	<u>General Employees</u>
Contributions:		
Contribution rates:		
City:		
General Employees		25.71%
Police	404.42%	-
Fire	33.58%	-
Plan members:		
General Employees		10.00% <sup>(1)</sup>
Police	8.60%	-
Fire	11.60%	-
Annual pension costs	\$ 9,716,096	\$ 6,665,682
Contributions made:		
Employer	\$ 9,722,948	\$ 6,697,862
Plan members	1,422,685	2,515,665
State	2,219,537 <sup>(2)</sup>	-

<sup>(1)</sup> 7% for employees hired on or after June 8, 2011

<sup>(2)</sup>The Police and Firefighters Plan is also funded by contributions from the State of Florida under Chapters 175 (Firefighter Pensions) and 185 (Municipal Police Pensions) of Florida Statutes. This contribution consists of excise taxes collected on fire and casualty insurance premiums on policies written within the City.

Prior to fiscal year 1998, in calculating the net pension asset (net pension obligation), the City was allowed to take a credit for actual premium taxes received in relation to the Police and Firefighters Pension Plan, thereby reducing the City's annual required contribution. However, beginning in fiscal year 1998, the State, by passage of Chapters 175 and 185 of Florida Statutes, limited the allowable premium tax credit to

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the base amount received by the Plan in 1997 plus any fire supplemental payments received from the State subsequent to 1997.

In addition, the City is allowed to take an additional credit for any improved benefits (approved by City Ordinance) provided to the firefighters resulting in additional costs to the Plan. The annual credit taken, which is equal to the sum of the 1997 base amount plus additional fire supplemental payments received and additional costs incurred from improved benefits cannot exceed the actual premium taxes received for that fiscal year. For the fiscal year ended September 30, 2014 the Plan received \$2,219,537 for the Police and Firefighters Plan. This amount is recorded as intergovernmental revenue and public safety expenditures (on behalf payments) in the City's General Fund and as operating grants and contributions and public safety expenses for governmental activities in the government-wide financial statements.

The maximum allowable credit for fiscal year 2014 was \$1,549,172. Any excess premium taxes received from the State for which a credit is not taken goes into Plan assets for the Plan. For the fiscal year ended September 30, 2014 excess premium taxes amounted to \$670,365 (actual amount received less maximum allowable premium tax credit).

**2. Annual Pension Cost and Net Pension Asset (Obligation)**

Annual pension cost is a measure of the periodic cost of an employer's participation in a defined benefit pension plan. The annual pension cost for the Police and Firefighters and the General Employees Plans for the three most recent fiscal periods available is shown below:

	Police and Firefighters			General Employees		
	2012	2013	2014	2012	2013	2014
Annual Pension Cost	\$ 5,552,754	\$ 8,108,819	\$ 9,716,096	\$ 5,770,843	\$ 6,302,760	\$ 6,665,682
Percentage of annual pension cost contributed	99.5%	100.1%	100.1%	100.5%	100.5%	100.5%
Net Pension Asset (Obligation) at the end of the year	\$ 619,555	\$ 631,177	\$ 638,029	\$ 542,146	\$ 572,117	\$ 604,297

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The City's annual pension cost and net pension asset (NPA) or net pension obligation (NPO) related to the Police and Firefighters and General Employees Plans for the fiscal year ended September 30, 2014 is as follows:

	<u>Police and Firefighters'</u>	<u>General Employees</u>
Annual required contribution ("ARC")	\$ 9,722,948	\$ 6,674,256
Interest on NPO/(NPA)	(47,338)	(45,769)
Adjustment to ARC	40,486	37,195
Annual pension cost	9,716,096	6,665,682
Actual contributions	(9,722,948)	(6,697,862)
Increase (decrease) in NPA (NPO)	6,852	32,180
NPA at beginning of year	631,177	572,117
NPA at end of year	<u>\$ 638,029</u>	<u>\$ 604,297</u>

**3. Actuarial Methods and Assumptions**

Additional information as of the latest actuarial valuation follows:

	<u>Police and Firefighters' Retirement System</u>	<u>General Employees' Retirement System</u>
Valuation date	October 1, 2014	October 1, 2014
Actuarial cost method	Entry Age Normal	Entry Age Normal
Amortization method	Level percent - closed	Level percent - closed
Asset valuation method	20% phase-in method	5 year smoothed
remaining amortization period	30 years	30 years
Actuarial assumptions:		
Investment discount/investment return*	7.5%, compounded annually, net of investment expenses	8.00%
Projected salary increases	2.5%	4.25%-7.50%
Includes inflation at		3.50%
Cost of living adjustments	2.00%	2.00%

**4. Funded Status and Funding Progress - Pension Plans**

As of September 30, 2014, the actuarial accrued liability for benefits was \$200,747,000. and the actuarial value of assets was \$144,640,000 resulting in an unfunded actuarial accrued liability of \$56,107,000 and a funded ratio of 72.1%, for the General Employees' Retirement Plan. The covered payroll (annual payroll of active employees covered by the plan) was \$26,048,000, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 215.4%. As of September 30, 2014, the actuarial accrued liability for benefits was \$279,277,722 and the actuarial value of assets was \$197,436,713 resulting in an unfunded actuarial accrued liability of \$81,841,009 and a funded ratio of 71.0%, for the Police and Firefighters' Retirement Plan. The covered payroll (annual payroll of active employees covered by the plan) was \$13,296,423 and the ratio of the unfunded actuarial accrued liability to the covered payroll was 616.0%.

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The Schedule of Funding Progress immediately following the notes to the financial statements as required supplementary information presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

**5. Restatement of Prior Year Balances**

Beginning net position was restated to correctly reflect amounts previously classified as liabilities to net position restricted for pensions.

	<b>General Employees' Retirement System</b>	<b>Fiduciary Funds</b>
Net position-beginning	\$ 138,735,030	\$ 358,965,885
Reclassification of liabilities	4,787,700	4,787,700
Net position-beginning, as restated	<u>\$ 143,522,730</u>	<u>\$ 363,753,585</u>

**(D) Employee Retirement System  
Defined Contribution Retirement System (Contribution Plan)**

*Plan Description* – The defined contribution retirement system (“DCRS”) is a defined contribution pension plan established by the City to provide benefits at retirement to certain professional and managerial employees of the City. At September 30, 2014, there was 1 plan member. Contribution Plan provisions and contribution requirements are established and may be amended by City Commission Ordinance. The International City Management Association Retirement Corporation acts as agent for the City in administering the Contribution Plan. The DCRS does not issue a stand alone financial report.

*Contributions* – The following is a detail of individual DCRS contribution percentages:

<b>Plan Name</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>
City Attorney	5%	-%

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The City does not incur an actuarial liability related to the sponsorship of the DCRS. For the fiscal year ended September 30, 2014, employer contributions totaled \$0 and employee contributions totaled \$8,537. Financial information for the DCRS at and as of September 30, 2014 is shown below:

<b>ASSETS</b>	
Investments, at fair value:	
Mutual funds	\$ 1,533,762
Total assets	<u>1,533,762</u>
<b>NET POSITION</b>	
Held in trust for pension benefits	<u>\$ 1,533,762</u>
 <b>ADDITIONS</b>	
Members contributions	\$ 8,537
Investment income	90,090
Total additions	<u>98,627</u>
 <b>DEDUCTIONS</b>	
Participant benefit payments	<u>30,149</u>
Total deductions	<u>30,149</u>
Net increase (decrease)	68,478
<b>NET POSITION HELD IN TRUST FOR PENSION BENEFITS</b>	
Beginning of the year	1,465,284
End of year	<u>\$ 1,533,762</u>

**(E) Risk Management**

The City is exposed to various risks and losses related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees and group health. The City is self-insured except for commercial insurance purchased for airport liability and group health insurance, and purchases of excess commercial insurance beyond the self-insured retention for general liability, auto liability, property damage and workers' compensation and has not incurred a reduction in insurance coverage. No workers' compensation settlements exceeded the City's self-insured retention in fiscal year 2014.

There have been no settlements in excess of insurance coverage for the past three years.

All funds, except for the capital projects fund, participate in the program and make premium payments to the risk management fund based on actuarial estimates of the amounts needed to ultimately settle claims. The total estimated claims payable at September 30, 2014 reflect management's loss estimate of \$14,577,000, which includes reported claims and claims incurred but not reported (IBNR).

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Changes in the fund's estimated claims payable amount in fiscal years 2014 and 2013 were:

Fiscal Year	Liability October 1	New Claims and Changes in Estimates	Claims Payments	Liability September 30
2014	\$ 14,577,000	\$ 4,581,010	\$ 4,371,010	\$ 14,787,000
2013	\$ 14,792,000	\$ 2,606,489	\$ 2,821,489	\$ 14,577,000

(F) **Contingencies/Risks/Uncertainties**

There are several pending claims and lawsuits in which the City is involved. The estimated liabilities related to all known pending claims have been accrued in the City's risk management fund. In the opinion of City management, the ultimate resolution of these claims will not materially exceed the amounts recorded in the financial statements. Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, might constitute a liability of the applicable funds. It is Management's opinion that there are not any significant contingent liabilities relating to these grants.

The City's pension plans (PFRS and GERS-the Plans) invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of the investment securities will occur in the near term, and those changes could materially affect the amounts reported in the statement of plan net position for each Plan. The Plans, through investment advisors, monitors plan investments and the risks associated therewith on a regular basis, which the Plans believe serve to minimize these risks.

The Plans contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimate and assumptions in the near term could be material to the Plans financial statements.

(G) **New Accounting Pronouncements**

**GASB 65, *Items Previously Reported as Assets and Liabilities***, is effective for financial statements for periods beginning after December 15, 2012. This Statement establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities and recognizes, as outflows of resources or inflows of resources, certain items that were previously reported as assets and liabilities. This statement specifically addresses the calculation of a deferred outflow or inflow for the refunding of debt. This statement requires that debt issuance costs be expensed in the period in which that debt was issued and amounts reported as assets be presented as a

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reduction of beginning net position. This statement also requires that amounts related to governmental fund receivables that are measurable, but not available, are recorded as unavailable (a deferred inflow of resources). Changes to the government-wide and enterprise fund financial statements, schedules and related disclosures are included in Note I(J), Deferred Outflows of Resources and Note III(H), Restatement of Prior Year Balances.

**GASB 66, *Technical Corrections – 2012 An Amendment of GASB Statements No. 10 and No. 62***, is effective for financial statements for periods beginning after December 15, 2012. The objective of this Statement is to improve accounting and financial reporting for a governmental financial reporting entity by resolving conflicting guidance that resulted from the issuance of two pronouncements, Statements No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, and No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements. This Statement amends Statement No. 10, Accounting and Financial Reporting for Risk Financing and Related Insurance Issues, by removing the provision that limits fund-based reporting of an entity's risk financing activities to the general fund and the internal service fund type. As a result, governments should base their decisions about fund type classification on the nature of the activity to be reported, as required in Statement 54 and Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments. This Statement also amends Statement 62 by modifying the specific guidance on accounting for (1) operating lease payments that vary from a straight-line basis, (2) the difference between the initial investment (purchase price) and the principal amount of a purchased loan or group of loans, and (3) servicing fees related to mortgage loans that are sold when the stated service fee rate differs significantly from a current (normal) servicing fee rate. These changes clarify how to apply Statement No. 13, Accounting for Operating Leases with Scheduled Rent Increases, and result in guidance that is consistent with the requirements in Statement No. 48, Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues, respectively. The implementation of GASB 66 did not have a material impact on the City's financial statements.

**GASB 67, *Financial Reporting for Pension Plans – An Amendment of GASB Statement No. 25***, is effective for financial statements for periods beginning after June 15, 2013. The objective of this Statement is to improve financial reporting by state and local governmental pension plans. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. This Statement replaces the requirements of Statements No. 25, Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans. For defined benefit pension plans, this Statement establishes standards of financial reporting for separately issued financial reports and specifies the required approach to measuring the pension liability of employers and non-employer contributing entities for benefits provided through the pension plan (the net pension liability), about which information is required to be presented. The City's pension plans have implemented this pronouncement for the fiscal year ended September 30, 2014.

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NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2014

**GASB 68, *Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement No. 27***, is effective for financial statements for periods beginning after June 15, 2014. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by state and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency. This Statement replaces the requirements of Statement No. 27, Accounting for Pensions by State and Local Governmental Employers. Statement No. 67, Financial Reporting for Pension Plans, revises existing standards of financial reporting for most pension plans. This Statement and Statement 67 establish a definition of a pension plan that reflects the primary activities associated with the pension arrangement—determining pensions, accumulating and managing assets dedicated for pensions and paying benefits to plan members as they come due. This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about pensions also are addressed. The City is in process of assessing the impact of this pronouncement. The unfunded pension obligations, which are material to the City's financial statements, will be recognized as a liability and will reduce the City's total net position.

**GASB 69, *Government Combinations and Disposals of Government Operations***, is effective for financial statements for periods beginning after December 15, 2013. The objective of this Statement is to establish accounting and financial reporting standards related to government combinations and disposals of government operations. The City is aware of this requirement and will assess its impact to ensure timely implementation.

**GASB 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees***, is effective for financial statements for periods beginning after June 15, 2013. The objective of this Statement is to establish accounting and financial reporting standards for financial guarantees that are nonexchange transactions (nonexchange financial guarantees) extended or received by a state or local government. As used in this Statement, a nonexchange financial guarantee is a guarantee of an obligation of a legally separate entity or individual, including a blended or discretely presented component unit, which requires the guarantor to indemnify a third-party obligation holder under specified conditions. The implementation of GASB 70 did not have a material impact on the City's financial statements as the City does not have any nonexchange financial guarantees in place as of September 30, 2014.

**GASB 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68***, is effective for financial statements for periods beginning after June 15, 2014. The objective of this Statement is to address an issue regarding application of the transition provisions of Statement No. 68, Accounting and Financial Reporting for Pensions. The issue relates to

CITY OF POMPANO BEACH, FLORIDA

NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2014

amounts associated with contributions, if any, made by a state or local government employer or nonemployer contributing entity to a defined benefit pension plan after the measurement date of the government's beginning net pension liability. The City is aware of this requirement and will assess its impact to ensure timely implementation.

(H) **Restatement of GASB Statement No. 65**

The October 1, 2013 beginning net position of the following fund/activity was restated due to the implementation of GASB Statement 65, *Items Previously Reported as Assets and Liabilities*. This accounting change required the City to expense unamortized debt issuance costs previously recorded as an asset. The impact of this restatement is as follows:

	<u>Governmental Activities</u>	<u>Business-type Activities</u>
Net position-beginning	\$ 379,645,181	\$ 170,716,140
Expensing of unamortized debt issuance costs	<u>(17,945)</u>	<u>(63,663)</u>
Net position-beginning, as restated	<u>\$ 379,627,236</u>	<u>\$ 170,652,477</u>
	<u>Utility</u>	<u>Total Enterprise Funds</u>
Net position-beginning	\$ 123,397,975	\$ 170,846,026
Expensing of unamortized debt issuance costs	<u>(63,663)</u>	<u>(63,663)</u>
Net position-beginning, as restated	<u>\$ 123,334,312</u>	<u>\$ 170,782,363</u>

The implementation of GASB 65 also required the reclassification of the deferred charge on refunding from long-term liability to deferred outflow of resources. The deferred outflow of resources balance as of September 30, 2014 was \$340,613.

## REQUIRED SUPPLEMENTARY INFORMATION

**CITY OF POMPANO BEACH, FLORIDA**  
**Required Supplementary Information - Unaudited**  
**September 30, 2014**

Defined Benefit Pension Plans - An analysis of funding progress for the Unfunded Actuarial Accrued Liability (UAAL) for the three most recent actuarial valuation dates available is presented as follows:

**Police and Firefighters' Retirement System**  
**Schedule of Funding Progress - Unaudited**  
**(Dollars in Thousands)**

Actuarial Valuation Date	Actuarial Value of Assets (1)	Actuarial Accrued Liability (AAL)-Entry Age (2)	Unfunded AAL (UAAL) (2)-(1)	Funded Ratio (1):(2)	Covered Payroll (3)	UAAL as a Percentage of Covered Payroll [(2)-(1):(3)]
October 1, 2014	\$ 197,437	\$ 279,278	\$ 81,841	70.7%	\$ 13,296	615.5%
October 1, 2013	\$ 186,095	\$ 271,582	\$ 85,487	68.5%	\$ 13,137	650.7%
October 1, 2012	\$ 179,510	\$ 271,408	\$ 91,898	66.1%	\$ 14,433	636.7%

**General Employees' Retirement System**  
**Schedule of Funding Progress - Unaudited**  
**(Dollars in Thousands)**

Actuarial Valuation Date	Actuarial Value of Assets (1)	Actuarial Accrued Liability (AAL)-Entry Age (2)	Unfunded AAL (UAAL) (2)-(1)	Funded Ratio (1):(2)	Covered Payroll (3)	UAAL as a Percentage of Covered Payroll [(2)-(1):(3)]
October 1, 2014	\$ 144,640	\$ 200,747	\$ 56,107	72.1%	\$ 26,048	215.4%
October 1, 2013	\$ 132,248	\$ 191,554	\$ 59,306	69.0%	\$ 25,923	228.8%
October 1, 2012	\$ 123,425	\$ 185,014	\$ 61,589	66.7%	\$ 25,833	238.4%

**Other Post Employment Benefits**  
**Schedule of Funding Progress - Unaudited**  
**(Dollars in Thousands)**

An analysis of funding progress for the Unfunded Actuarial Accrued Liability (UAAL) for the most recent actuarial valuation date available is presented as follows:

Actuarial Valuation Date	Actuarial Value of Assets (1)	Actuarial Accrued Liability (AAL)-Entry Age (2)	Unfunded AAL (UAAL) (2)-(1)	Funded Ratio (1):(2)	Covered Payroll (3)	UAAL as a Percentage of Covered Payroll [(2)-(1):(3)]
July 1, 2013	\$ -	\$ 5,628	\$ 5,628	0.0%	\$ 39,689	14.2%
July 1, 2011	\$ -	\$ 9,281	\$ 9,281	0.0%	\$ 39,640	23.4%
July 1, 2009	\$ -	\$ 16,354	\$ 16,354	0.0%	\$ 39,035	41.9%

**CITY OF POMPANO BEACH, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**BUDGETARY COMPARISON SCHEDULE (UNAUDITED) - BUDGETARY BASIS**  
**GENERAL FUND**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Budgeted Amounts</u>		<u>Actual (Budgetary Basis)</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Taxes	\$ 58,821,372	\$ 58,821,372	\$ 59,482,200	\$ 660,828
Judgments, fines and forfeitures	843,000	843,000	983,420	140,420
Permits, fees and special assessments	23,796,234	24,313,204	26,596,373	2,283,169
Intergovernmental	10,677,403	11,981,812	12,912,177	930,365
Charges for services	13,489,025	13,489,613	12,579,999	(909,614)
Pari-mutuel	2,025,000	2,025,000	2,267,089	242,089
Donations	20,000	28,000	12,617	(15,383)
Investment earnings	460,000	460,000	439,620	(20,380)
Other revenue	477,400	801,164	465,368	(335,796)
Total revenues	<u>110,609,434</u>	<u>112,763,165</u>	<u>115,738,863</u>	<u>2,975,698</u>
<b>EXPENDITURES</b>				
Current:				
General government	8,979,315	8,447,592	7,975,934	471,658
Finance	2,328,993	2,427,004	2,407,080	19,924
Development services	8,755,233	8,900,733	8,827,679	73,054
Police	36,176,822	37,135,337	35,773,986	1,361,351
Fire department	19,798,921	20,479,895	20,413,855	66,040
Public works	15,172,383	15,729,220	15,601,796	127,424
Non departmental	6,015,738	6,424,416	5,486,221	938,195
Culture and recreation	6,472,492	6,790,351	6,679,516	110,835
Capital outlay	9,230,219	9,652,145	9,284,390	367,755
Debt Service:				
Principal	225,006	225,006	225,006	-
Interest & other charges	67,070	67,070	67,070	-
Total expenditures	<u>113,222,192</u>	<u>116,278,769</u>	<u>112,742,533</u>	<u>3,536,236</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(2,612,758)</u>	<u>(3,515,604)</u>	<u>2,996,330</u>	<u>6,511,934</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Proceeds from sale of capital assets	20,000	20,000	54,351	34,351
Transfers in	10,776,753	10,776,753	10,776,753	-
Transfers out	(8,493,050)	(18,153,438)	(18,153,438)	-
Total other financing sources (uses)	<u>2,303,703</u>	<u>(7,356,685)</u>	<u>(7,322,334)</u>	<u>34,351</u>
Net change in fund balances	<u>\$ (309,055)</u>	<u>\$ (10,872,289)</u>	<u>(4,326,004)</u>	<u>\$ 6,546,285</u>
<b>FUND BALANCE - BEGINNING</b>			<u>65,086,338</u>	
<b>FUND BALANCE - ENDING</b>			<u>\$ 60,760,334</u>	

The above schedule reflects certain adjustments to actual expenditures to present data on a basis comparable to the adopted budget. See notes to required supplementary information.

**CITY OF POMPANO BEACH, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**BUDGETARY COMPARISON SCHEDULE (UNAUDITED) - BUDGETARY BASIS**  
**NORTHWEST COMMUNITY REDEVELOPMENT DISTRICT FUND**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Budgeted Amounts</u>		<u>Actual (Budgetary Basis)</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Taxes	\$ 5,641,813	\$ 5,556,429	\$ 5,556,429	\$ -
Intergovernmental	-	619,930	267,098	(352,832)
Charges for services	96,432	96,432	119,850	23,418
Investment earnings	39,000	39,000	25,926	(13,074)
Other revenue	100,029	100,029	90,253	(9,776)
Total revenues	<u>5,877,274</u>	<u>6,411,820</u>	<u>6,059,556</u>	<u>(352,264)</u>
<b>EXPENDITURES</b>				
Current:				
General government	4,399,295	5,234,287	4,158,928	1,075,359
Capital outlay	281,968	10,874,337	8,940,234	1,934,103
Debt service:				
Principal	2,162,163	2,162,162	2,162,162	-
Interest & other charges	800,229	462,730	462,730	-
Total expenditures	<u>7,643,655</u>	<u>18,733,516</u>	<u>15,724,054</u>	<u>3,009,462</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,766,381)</u>	<u>(12,321,696)</u>	<u>(9,664,498)</u>	<u>2,657,198</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	313,057	313,057	313,057	-
Transfers out	-	(6,623,559)	(6,623,559)	-
Total other financing sources (uses)	<u>313,057</u>	<u>(6,310,502)</u>	<u>(6,310,502)</u>	<u>-</u>
Net change in fund balances	<u>\$ (1,453,324)</u>	<u>\$ (18,632,198)</u>	<u>(15,975,000)</u>	<u>\$ 2,657,198</u>
<b>FUND BALANCE - BEGINNING</b>			<u>52,473,124</u>	
<b>FUND BALANCE - ENDING</b>			<u>\$ 36,498,124</u>	

The above schedule reflects certain adjustments to actual expenditures to present data on a basis comparable to the adopted budget. See notes to required supplementary information.

**CITY OF POMPANO BEACH, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**BUDGETARY COMPARISON SCHEDULE (UNAUDITED) - BUDGETARY BASIS**  
**EAST COMMUNITY REDEVELOPMENT DISTRICT FUND**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Budgeted Amounts</u>		<u>Actual (Budgetary Basis)</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Taxes	\$ 2,015,290	\$ 2,015,290	\$ 1,985,847	\$ (29,443)
Investment earnings	10,000	10,000	13,230	3,230
Other revenue	-	-	300	300
Total Revenues	<u>2,025,290</u>	<u>2,025,290</u>	<u>1,999,377</u>	<u>(25,913)</u>
<b>EXPENDITURES</b>				
Current:				
General government	1,161,845	3,553,163	533,484	3,019,679
Debt service:				
Principal	-	620,000	620,000	-
Interest & other charges	-	479,892	479,892	-
Capital outlay	<u>(1,442,846)</u>	<u>3,821,275</u>	<u>1,783,016</u>	<u>2,038,259</u>
Total expenditures	<u>(281,001)</u>	<u>8,474,330</u>	<u>3,416,392</u>	<u>5,057,938</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,306,291</u>	<u>(6,449,040)</u>	<u>(1,417,015)</u>	<u>5,032,025</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	179,688	179,688	-
Transfers out	<u>(2,542,738)</u>	<u>(1,442,846)</u>	<u>(1,442,846)</u>	<u>-</u>
Total other financing sources (uses)	<u>(2,542,738)</u>	<u>(1,263,158)</u>	<u>(1,263,158)</u>	<u>-</u>
Net Change in Fund Balances	<u>\$ (236,447)</u>	<u>\$ (7,712,198)</u>	<u>(2,680,173)</u>	<u>\$ 5,032,025</u>
<b>FUND BALANCE - BEGINNING</b>			<u>10,953,910</u>	
<b>FUND BALANCE - ENDING</b>			<u>\$ 8,273,737</u>	

The above schedule reflects certain adjustments to actual expenditures to present data on a basis comparable to the adopted budget. See notes to required supplementary information.

**CITY OF POMPANO BEACH, FLORIDA**  
**REQUIRED SUPPLEMENTARY INFORMATION**  
**BUDGETARY COMPARISON SCHEDULE (UNAUDITED) - BUDGETARY BASIS**  
**EMERGENCY MEDICAL SERVICES DISTRICT FUND**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Budgeted Amounts</u>		<u>Actual (Budgetary Basis)</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Taxes	\$ 4,379,525	\$ 4,379,525	\$ 4,289,597	\$ (89,928)
Intergovernmental	96,997	96,997	90,179	(6,818)
Charges for services	3,100,000	3,100,000	3,201,815	101,815
Donations	-	-	203	203
Investment earnings	39,500	39,500	3,236	(36,264)
Other revenue	-	-	-	-
Total revenues	<u>7,616,022</u>	<u>7,616,022</u>	<u>7,585,030</u>	<u>(30,992)</u>
<b>EXPENDITURES</b>				
Current:				
Public safety	13,095,959	13,374,550	13,357,144	17,406
Capital outlay	<u>349,600</u>	<u>614,524</u>	<u>605,180</u>	<u>9,344</u>
Total expenditures	<u>13,445,559</u>	<u>13,989,074</u>	<u>13,962,324</u>	<u>26,750</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(5,829,537)</u>	<u>(6,373,052)</u>	<u>(6,377,294)</u>	<u>(4,242)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	<u>5,829,537</u>	<u>5,829,537</u>	<u>5,829,537</u>	<u>-</u>
Total other financing sources (uses)	<u>5,829,537</u>	<u>5,829,537</u>	<u>5,829,537</u>	<u>-</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ (543,515)</u>	<u>(547,757)</u>	<u>\$ (4,242)</u>
<b>FUND BALANCE - BEGINNING</b>			<u>1,814,860</u>	
<b>FUND BALANCE - ENDING</b>			<u>\$ 1,267,103</u>	

The above schedule reflects certain adjustments to actual expenditures to present data on a basis comparable to the adopted budget. See notes to required supplementary information.

CITY OF POMPANO BEACH, FLORIDA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
(Unaudited)

SEPTEMBER 30, 2014

**Budgetary Information**

The City Commission adopted these procedures to establish the budgetary data reflected in the financial statements.

Prior to July 10, the City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them.

The City Commission holds public workshops on the proposed budget. In September, formal public hearings are conducted to obtain taxpayers' comments. Prior to October 1, the budget is legally adopted.

Expenditures may not exceed the budget and are controlled at the departmental level. The City Manager can approve budget transfers within operating departments and divisions of the same fund. Individual transfers exceeding \$10,000 are reported to the City Commission on a quarterly basis. Unencumbered balances of appropriations lapse at year end. Purchase orders outstanding at year end are carried forward.

Supplemental appropriations of \$765,023 including \$228,396 for capital outlay expenses in the General Fund and \$273,670 for capital outlay expenses in the Utility Fund were approved during the year and included in the revised budget.

Budgets have been legally adopted for all governmental and proprietary fund types except for the Cultural Arts Foundation special revenue fund and the Capital Projects funds. Budgets are adopted for capital outlay expenditures on a project basis. Presentation of this information on an annual basis is not considered meaningful.

Budgets have been adopted on a basis consistent with accounting principles generally accepted in the United States of America, except for the inclusion of encumbrances as the equivalent of expenditures. Budgets for the general fund, special revenue and debt service funds are disclosed in the financial statements except for the Cultural Arts Foundation special revenue fund. The reported budgetary data represents the final approved budget after amendments adopted by the City Commission.

The City does not budget for revenue and expenditures related to State contributions to the Police and Firefighters Retirement Plan (the Plan), recorded in the General Fund, as these payments are on behalf of the City and are received by the Plan directly.

CITY OF POMPANO BEACH, FLORIDA

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
(Unaudited)

SEPTEMBER 30, 2014

Adjustments necessary to convert the general fund and the major special revenue fund results of operations and change in fund balances at September 30, 2014 from the accounting principles generally accepted in the United States of America basis of accounting to the budget basis are as follows:

	<u>Revenues/ Other Financing Sources</u>	<u>Expenditures/ Other Financing Uses</u>	<u>Change in Fund Balances</u>
<b><u>General Fund</u></b>			
GAAP Basis	\$ 126,569,967	\$ 129,596,723	\$ (3,026,756)
State contribution for Fire and Police Pension Funds	-	-	-
Encumbrances	-	1,299,248	(1,299,248)
Budgetary Basis	<u>\$ 126,569,967</u>	<u>\$ 130,895,971</u>	<u>\$ (4,326,004)</u>
<b><u>Northwest Community Redevelopment District</u></b>			
GAAP Basis	\$ 6,372,613	\$ 14,167,546	\$ (7,794,933)
Encumbrances	-	8,180,067	(8,180,067)
Budgetary Basis	<u>\$ 6,372,613</u>	<u>\$ 22,347,613</u>	<u>\$ (15,975,000)</u>
<b><u>East Community Redevelopment District</u></b>			
GAAP Basis	\$ 2,179,065	\$ 3,003,860	\$ (824,795)
Encumbrances	-	1,855,378	(1,855,378)
Budgetary Basis	<u>\$ 2,179,065</u>	<u>\$ 4,859,238</u>	<u>\$ (2,680,173)</u>
<b><u>EMS</u></b>			
GAAP Basis	\$ 13,414,567	\$ 13,690,975	\$ (276,408)
Encumbrances	-	271,349	(271,349)
Budgetary Basis	<u>\$ 13,414,567</u>	<u>\$ 13,962,324</u>	<u>\$ (547,757)</u>

**Excess of Expenditures Over Appropriations**

For the year ended September 30, 2014, expenditures did not exceed appropriations in any governmental fund departments (the legal level of budgetary control).

**COMBINING AND INDIVIDUAL FUND  
STATEMENTS**

## **NONMAJOR GOVERNMENTAL FUNDS**

**Special Purpose Fund** - accounts for specific revenues that are restricted to particular purposes per City Ordinance, such as tree canopy landscaping, beach area master parking, nautical flea market, disaster recovery, emergency medical service, tri-centennial celebration and building certification/education maintenance.

**Law Enforcement Trust Fund (LETf) Fund** - accounts for confiscated monies and property awarded to the City for law enforcement related expenditures in accordance with Florida Statutes and Federal guidelines.

**SHIP Fund** - accounts for the activities of the State Housing Initiative Partnership Grant Program.

**Other Grants Fund** - accounts for federal, state and local government program grants and other restricted sources.

**Affordable Housing Fund** - accounts for various fees and contributions for the preservation of the existing affordable housing neighborhoods.

**Cultural Arts Foundation Fund** - accounts for gifts and contributions to provide for the promotion of diverse cultural arts in the City.

**Cemetery Perpetual Care Fund** - accounts for the proceeds from the sale of certain cemetery plots and certain service charges. Capital improvements expenditures are not allowed.

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING BALANCE SHEET**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**SEPTEMBER 30, 2014**

**Special Revenue Funds**

	<u>Special Purpose</u>	<u>LETF</u>	<u>SHIP</u>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 237,553	\$ 98,360	\$ 98,669
Restricted investments	3,460,479	-	-
Unrestricted investments	1,062,018	1,895,874	-
Interest receivable	-	4,364	-
Assets held for resale and redevelopment	-	-	-
Due from other governments	10,951	842	-
Other assets	-	-	-
Total assets	<u>\$ 4,771,001</u>	<u>\$ 1,999,440</u>	<u>\$ 98,669</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	39,225	95,161	98,669
Accrued expenditures	-	-	-
Due to other funds	-	-	-
Unearned revenue	-	1,904,279	-
Deposits	-	-	-
Total liabilities	<u>39,225</u>	<u>1,999,440</u>	<u>98,669</u>
Fund balances:			
Restricted	3,460,479	-	-
Committed	1,271,297	-	-
Total fund balances	<u>4,731,776</u>	<u>-</u>	<u>-</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 4,771,001</u>	<u>\$ 1,999,440</u>	<u>\$ 98,669</u>

**Special Revenue Funds**

<u>Other Grants</u>	<u>Affordable Housing</u>	<u>Cultural Arts Foundation</u>	<u>Cemetery</u>	<u>Total Non-major Governmental Funds</u>
\$ 440,519	\$ 110,668	\$ 15,615	\$ 49,611	\$ 1,050,995
-	-	-	-	3,460,479
-	-	-	877,271	3,835,163
-	-	-	-	4,364
1,456,426	-	-	-	1,456,426
1,108,180	-	-	-	1,119,973
8,926	-	-	-	8,926
<u>\$ 3,014,051</u>	<u>\$ 110,668</u>	<u>\$ 15,615</u>	<u>\$ 926,882</u>	<u>\$ 10,936,326</u>
93,690	1,039	-	-	327,784
14,296	-	-	-	14,296
1,110,628	-	-	-	1,110,628
-	-	-	-	1,904,279
47	-	-	-	47
<u>1,218,661</u>	<u>1,039</u>	<u>-</u>	<u>-</u>	<u>3,357,034</u>
1,795,390	-	15,615	-	5,271,484
-	109,629	-	926,882	2,307,808
<u>1,795,390</u>	<u>109,629</u>	<u>15,615</u>	<u>926,882</u>	<u>7,579,292</u>
<u>\$ 3,014,051</u>	<u>\$ 110,668</u>	<u>\$ 15,615</u>	<u>\$ 926,882</u>	<u>\$ 10,936,326</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

**Special Revenue Funds**

	<u>Special Purpose</u>	<u>LETF</u>	<u>SHIP</u>
<b>REVENUES</b>			
Taxes	\$ 308,663	\$ -	\$ -
Permits, fees and special assessments	230,960	-	-
Intergovernmental	-	764,526	271,300
Charges for services	222,095	-	-
Donations	485	-	-
Program income	-	-	36,033
Recaptured funds	-	-	-
Investment earnings	3,094	13,880	375
Cemetery lot sales	-	-	-
Other revenue	-	-	-
Total revenues	<u>765,297</u>	<u>778,406</u>	<u>307,708</u>
<b>EXPENDITURES</b>			
Current:			
General government	-	-	-
Public safety	39,277	534,369	-
Physical environment	-	-	307,708
Transportation	313,200	-	-
Culture and recreation	94,456	-	-
Capital outlay	-	244,037	-
Total expenditures	<u>446,933</u>	<u>778,406</u>	<u>307,708</u>
Excess (deficiency) of revenues over (under) expenditures	<u>318,364</u>	-	-
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers out	<u>(66,000)</u>	-	-
Total other financing sources (uses)	<u>(66,000)</u>	-	-
Net change in fund balances (deficit)	252,364	-	-
Fund balances - beginning	4,479,412	-	-
Fund balances - ending	<u>\$ 4,731,776</u>	<u>\$ -</u>	<u>\$ -</u>

**Special Revenue Funds**

<u>Other Grants</u>	<u>Affordable Housing</u>	<u>Cultural Arts Foundation</u>	<u>Cemetary</u>	<u>Total Non-major Governmental Funds</u>
\$ -	\$ -	\$ -	\$ -	\$ 308,663
-	115,000	-	-	345,960
2,775,557	-	-	-	3,811,383
-	-	-	4,485	226,580
-	-	28,100	-	28,585
1,611,584	-	-	-	1,647,617
1,581	-	-	-	1,581
9,221	13	2	-	26,585
-	-	-	2,641	2,641
835	-	-	-	835
<u>4,398,778</u>	<u>115,013</u>	<u>28,102</u>	<u>7,126</u>	<u>6,400,430</u>
-	-	30,735	-	30,735
24,800	-	-	-	598,446
4,015,847	5,384	-	-	4,328,939
-	-	-	-	313,200
-	-	-	-	94,456
244,076	-	-	-	488,113
<u>4,284,723</u>	<u>5,384</u>	<u>30,735</u>	<u>-</u>	<u>5,853,889</u>
<u>114,055</u>	<u>109,629</u>	<u>(2,633)</u>	<u>7,126</u>	<u>546,541</u>
-	-	-	-	(66,000)
-	-	-	-	(66,000)
114,055	109,629	(2,633)	7,126	480,541
1,681,335	-	18,248	919,756	7,098,751
<u>\$ 1,795,390</u>	<u>\$ 109,629</u>	<u>\$ 15,615</u>	<u>\$ 926,882</u>	<u>\$ 7,579,292</u>

**CITY OF POMPANO BEACH, FLORIDA**

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
SHIP FUND - NONMAJOR  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014

	Budgeted Amounts		Actual	Variance with Final
	Original	Final		Budget - Positive (Negative)
<b>REVENUES</b>				
Intergovernmental	\$ -	\$ 473,304	\$ 271,300	\$ (202,004)
Program income	-	36,408	36,408	-
Total revenues	-	509,712	307,708	(202,004)
<b>EXPENDITURES</b>				
Current:				
Physical environment	-	716,068	307,708	408,360
Total expenditures	-	716,068	307,708	408,360
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ (206,356)	-	\$ (610,364)
FUND BALANCE - BEGINNING			-	
FUND BALANCE - ENDING			\$ -	

**CITY OF POMPANO BEACH, FLORIDA**

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

CEMETERY FUND - NONMAJOR

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>REVENUES</b>				
Charges for services	\$ -	\$ -	\$ 4,485	\$ 4,485
Cemetary lots	50,000	50,000	2,641	(47,359)
Total revenues	<u>50,000</u>	<u>50,000</u>	<u>7,126</u>	<u>(42,874)</u>
<b>EXPENDITURES</b>				
Current:				
General government	-	-	-	-
Total expenditures	-	-	-	-
Excess of revenues over (under) expenditures	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>7,126</u>	<u>\$ (42,874)</u>
<b>FUND BALANCE - BEGINNING</b>			<u>919,756</u>	
<b>FUND BALANCE - ENDING</b>			<u>\$ 926,882</u>	

## **NONMAJOR ENTERPRISE FUNDS**

**Pier Fund** - accounts for the operation and maintenance of the City's pier.

**Airpark Fund** - accounts for administration, operation, and maintenance of the City's airpark.

**Parking Fund** - accounts for parking operation activities throughout the City.

**Golf Fund** - accounts for the operation of the City's golf course.

**Sanitation Fund** - accounts for the provision of solid waste disposal services to City residents.

**Stormwater Fund** - accounts for the provision of stormwater maintenance and capital improvements to City residents.

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF NET POSITION**  
**NONMAJOR ENTERPRISE FUNDS**  
**SEPTEMBER 30, 2014**

	<u>Pier</u>	<u>Airpark</u>	<u>Parking</u>
<b>ASSETS</b>			
Current Assets			
Cash and cash equivalents	\$ 107,727	\$ 2,573	\$ 41,346
Restricted cash and cash equivalents	-	16,349	-
Interest receivable	4,332	2	1,064
Accounts receivables, net	-	-	68,073
Due from other governments	-	732,771	-
Notes receivable	-	-	-
Inventories	46,051	-	-
Total current assets	<u>158,110</u>	<u>751,695</u>	<u>110,483</u>
Noncurrent Assets			
Unrestricted investments	2,060,451	-	769,349
Restricted investments	-	327,554	-
Capital assets:			
Land	60,058	934	-
Construction in progress	66,644	13,597	46,609
Buildings	-	1,656,670	-
Infrastructure	2,433,574	3,413,974	-
Improvements	-	16,506,397	-
Machinery and equipment	1,525	487,676	-
Less accumulated depreciation	(1,439,009)	(6,929,006)	-
Total capital assets (net of accumulated depreciation)	<u>1,122,792</u>	<u>15,150,242</u>	<u>46,609</u>
Total noncurrent assets	<u>3,183,243</u>	<u>15,477,796</u>	<u>815,958</u>
Total assets	<u>3,341,353</u>	<u>16,229,491</u>	<u>926,441</u>
<b>LIABILITIES</b>			
Current liabilities, unrestricted:			
Accounts payable	7,310	19,241	10,641
Accrued expenses	1,071	11,145	-
Unearned revenue	-	-	-
Due to other governments	-	-	-
Compensated absences	-	2,874	-
Due to other funds	-	541,268	-
Capital lease payable	-	-	-
Total current liabilities, unrestricted	<u>8,381</u>	<u>574,528</u>	<u>10,641</u>
Current liabilities payable from restricted assets:			
Accounts payable	-	1,561	-
Total current liabilities payable from restricted assets	<u>-</u>	<u>1,561</u>	<u>-</u>
Noncurrent liabilities:			
Compensated absences	-	34,241	-
Net OPEB obligation	-	86,599	-
Capital lease payable	-	-	-
Total noncurrent liabilities	<u>-</u>	<u>120,840</u>	<u>-</u>
Total liabilities	<u>8,381</u>	<u>696,929</u>	<u>10,641</u>
<b>NET POSITION</b>			
Net investment in capital assets	1,122,792	15,150,242	46,609
Capital Projects	-	354,231	-
Unrestricted	2,210,180	28,089	869,191
Total net position	<u>\$ 3,332,972</u>	<u>\$ 15,532,562</u>	<u>\$ 915,800</u>

<u>Golf</u>	<u>Sanitation</u>	<u>Stormwater</u>	<u>Total</u>
\$ 28,022	\$ 42,221	\$ 335,985	\$ 557,874
-	-	-	16,349
580	-	12,772	18,750
-	625,334	237,555	930,962
-	120,425	51,613	904,809
422,605	-	-	422,605
6,178	-	8,549	60,778
<u>457,385</u>	<u>787,980</u>	<u>646,474</u>	<u>2,912,127</u>
516,336	741,746	6,399,780	10,487,662
-	-	-	327,554
-	-	-	60,992
14,816	-	344,757	486,423
2,723,603	-	-	4,380,273
5,025,450	-	8,545,238	19,418,236
4,653,772	-	9,278,073	30,438,242
373,776	278,343	1,801,117	2,942,437
<u>(5,896,415)</u>	<u>(249,307)</u>	<u>(7,041,543)</u>	<u>(21,555,280)</u>
<u>6,895,002</u>	<u>29,036</u>	<u>12,927,642</u>	<u>36,171,323</u>
<u>7,411,338</u>	<u>770,782</u>	<u>19,327,422</u>	<u>46,986,539</u>
<u>7,868,723</u>	<u>1,558,762</u>	<u>19,973,896</u>	<u>49,898,666</u>
38,457	638,697	60,887	775,233
22,925	6,433	17,411	58,985
7,071	-	-	7,071
122,542	-	-	122,542
3,401	-	-	6,275
-	-	-	541,268
73,002	-	-	73,002
<u>267,398</u>	<u>645,130</u>	<u>78,298</u>	<u>1,584,376</u>
-	-	-	1,561
-	-	-	1,561
98,072	34,716	22,355	189,384
111,491	10,538	81,394	290,022
149,261	-	-	149,261
<u>358,824</u>	<u>45,254</u>	<u>103,749</u>	<u>628,667</u>
<u>626,222</u>	<u>690,384</u>	<u>182,047</u>	<u>2,214,604</u>
6,672,739	29,036	12,927,642	35,949,060
-	-	-	354,231
569,762	839,342	6,864,207	11,380,771
<u>\$ 7,242,501</u>	<u>\$ 868,378</u>	<u>\$ 19,791,849</u>	<u>\$ 47,684,062</u>

**CITY OF POMPANO BEACH, FLORIDA**

**COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION  
NONMAJOR ENTERPRISE FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Pier</u>	<u>Airpark</u>	<u>Parking</u>
<b>OPERATING REVENUES</b>			
Charges for services	\$ 99,231	\$ 1,032,154	\$ 1,329,380
Contract fee extension	-	-	-
Fines and forfeitures	-	-	311,623
Miscellaneous	-	-	1,150
Total operating revenues	<u>99,231</u>	<u>1,032,154</u>	<u>1,642,153</u>
<b>OPERATING EXPENSES</b>			
Personal services	31,780	381,949	-
Other current expenses	112,030	660,345	727,469
Depreciation	73,664	1,065,631	-
Total operating expenses	<u>217,474</u>	<u>2,107,925</u>	<u>727,469</u>
Operating income (loss)	<u>(118,243)</u>	<u>(1,075,771)</u>	<u>914,684</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Investment earnings	12,742	(8,818)	2,316
Miscellaneous revenue	-	2,671	-
Interest expense	-	-	-
Gain or (loss) from disposition of capital assets	-	1,672	-
Total nonoperating revenues (expenses)	<u>12,742</u>	<u>(4,475)</u>	<u>2,316</u>
Income (loss) before contributions and transfers	(105,501)	(1,080,246)	917,000
Capital grants and contributions	-	1,083,349	-
Transfers in	32,295	-	-
Transfers out	-	-	(1,200)
Change in net position	(73,206)	3,103	915,800
Total net position - beginning	3,406,178	15,529,459	-
Total net position - ending	<u>\$ 3,332,972</u>	<u>\$ 15,532,562</u>	<u>\$ 915,800</u>

<u>Golf</u>	<u>Sanitation</u>	<u>Stormwater</u>	<u>Total</u>
\$ 2,638,276	\$ 5,797,028	\$ 2,621,597	\$ 13,517,666
-	416,666	-	416,666
-	-	-	311,623
-	-	-	1,150
<u>2,638,276</u>	<u>6,213,694</u>	<u>2,621,597</u>	<u>14,247,105</u>
731,986	249,116	417,443	1,812,274
3,490,197	4,002,768	570,166	9,562,975
479,492	39,182	877,864	2,535,833
<u>4,701,675</u>	<u>4,291,066</u>	<u>1,865,473</u>	<u>13,911,082</u>
<u>(2,063,399)</u>	<u>1,922,628</u>	<u>756,124</u>	<u>336,023</u>
13,201	9,961	36,632	66,034
-	-	-	2,671
(3,841)	-	-	(3,841)
<u>(163,415)</u>	<u>-</u>	<u>1,210</u>	<u>(160,533)</u>
<u>(154,055)</u>	<u>9,961</u>	<u>37,842</u>	<u>(95,669)</u>
(2,217,454)	1,932,589	793,966	240,354
-	-	5,591	1,088,940
1,588,770	-	-	1,621,065
<u>(800)</u>	<u>(2,523,639)</u>	<u>(188,709)</u>	<u>(2,714,348)</u>
<u>(629,484)</u>	<u>(591,050)</u>	<u>610,848</u>	<u>236,011</u>
<u>7,871,985</u>	<u>1,459,428</u>	<u>19,181,001</u>	<u>47,448,051</u>
<u>\$ 7,242,501</u>	<u>\$ 868,378</u>	<u>\$ 19,791,849</u>	<u>\$ 47,684,062</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF CASH FLOWS**  
**NONMAJOR ENTERPRISE FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Pier</u>	<u>Airpark</u>	<u>Parking</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from customers	\$ 99,231	\$ 1,032,154	\$ 1,574,080
Payments to suppliers	(148,273)	(1,793,136)	(716,830)
Payments to employees	(32,220)	(381,007)	-
Net cash provided (used) by operating activities	<u>(81,262)</u>	<u>(1,141,989)</u>	<u>857,250</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Advances from (to) other funds	-	(1,388)	-
Transfers to other funds	-	-	(1,200)
Transfers from other funds	32,295	-	-
Net cash provided (used) by noncapital financing activities	<u>32,295</u>	<u>(1,388)</u>	<u>(1,200)</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Acquisition and construction of capital assets	(66,644)	(1,535,182)	(46,607)
Proceeds from capital lease	-	-	-
Capital grants and contributions	-	1,902,879	-
Proceeds from the sale of capital assets	-	4,343	-
Principal paid on capital lease	-	-	-
Interest paid on capital lease	-	-	-
Net cash provided (used) by capital and related financing activities	<u>(66,644)</u>	<u>372,040</u>	<u>(46,607)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Calls/maturities of investments	1,062,725	872,502	392,358
Purchase of investments	(1,009,648)	(160,506)	(1,161,707)
Interest income	13,103	(6,475)	1,252
Proceeds from notes receivable	-	-	-
Net cash provided by investing activities	<u>66,180</u>	<u>705,521</u>	<u>(768,097)</u>
Net increase (decrease) in cash and cash equivalents	(49,431)	(65,816)	41,346
Cash and cash equivalents at beginning of the year	<u>157,158</u>	<u>84,738</u>	<u>-</u>
Cash and cash equivalents at end of the year	<u>\$ 107,727</u>	<u>\$ 18,922</u>	<u>\$ 41,346</u>
Cash and cash equivalents, unrestricted	\$ 107,727	\$ 2,573	\$ 41,346
Cash and cash equivalents, restricted	-	16,349	-
Cash and cash equivalents, end of year	<u>\$ 107,727</u>	<u>\$ 18,922</u>	<u>\$ 41,346</u>
Non-cash transactions (Capital & Related Financing Activities):			
Donation of equipment	-	-	-
Non-cash transactions (Investing Activities):			
Change in fair value of investments	1,280	(4,250)	(2,161)
	<u>\$ 1,280</u>	<u>\$ (4,250)</u>	<u>\$ (2,161)</u>

<u>Golf</u>	<u>Sanitation</u>	<u>Stormwater</u>	<u>Total</u>
\$ 2,642,136	\$ 5,770,318	\$ 2,609,317	\$ 13,727,236
(3,466,539)	(3,715,307)	(533,436)	(10,373,521)
<u>(727,795)</u>	<u>(234,107)</u>	<u>(433,442)</u>	<u>(1,808,571)</u>
<u>(1,552,198)</u>	<u>1,820,904</u>	<u>1,642,439</u>	<u>1,545,144</u>
-	833,334	-	831,946
(800)	(2,523,639)	(188,709)	(2,714,348)
<u>1,588,770</u>	<u>-</u>	<u>-</u>	<u>1,621,065</u>
<u>1,587,970</u>	<u>(1,690,305)</u>	<u>(188,709)</u>	<u>(261,337)</u>
(338,209)	(29,333)	(938,835)	(2,954,810)
294,200	-	-	294,200
-	-	-	1,902,879
-	-	1,210	5,553
(71,937)	-	-	(71,937)
<u>(3,841)</u>	<u>-</u>	<u>-</u>	<u>(3,841)</u>
<u>(119,787)</u>	<u>(29,333)</u>	<u>(937,625)</u>	<u>(827,956)</u>
212,765	253,521	2,491,255	5,285,126
(253,011)	(363,465)	(3,135,975)	(6,084,312)
13,834	9,961	36,534	68,209
96,921	-	-	96,921
<u>70,509</u>	<u>(99,983)</u>	<u>(608,186)</u>	<u>(634,056)</u>
(13,506)	1,283	(92,081)	(178,205)
<u>41,528</u>	<u>40,938</u>	<u>428,066</u>	<u>752,428</u>
<u>\$ 28,022</u>	<u>\$ 42,221</u>	<u>\$ 335,985</u>	<u>\$ 574,223</u>
\$ 28,022	\$ 42,221	\$ 335,985	\$ 557,874
-	-	-	16,349
<u>\$ 28,022</u>	<u>\$ 42,221</u>	<u>\$ 335,985</u>	<u>\$ 574,223</u>
-	-	5,591	5,591
(5,036)	9,327	1,372	532
<u>\$ (5,036)</u>	<u>\$ 9,327</u>	<u>\$ 6,963</u>	<u>\$ 6,123</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF CASH FLOWS**  
**NONMAJOR ENTERPRISE FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Pier</u>	<u>Airpark</u>	<u>Parking</u>
<b>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</b>			
Operating income (loss)	\$ (118,243)	\$ (1,075,771)	\$ 914,684
Adjustment to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation expense	73,664	1,065,631	-
<b>Change in assets and liabilities:</b>			
<b>(Increase) decrease in assets:</b>			
Accounts receivables	-	-	(68,073)
Inventories	(42,381)	-	-
<b>Increase (decrease) in liabilities</b>			
Accounts and other payables	6,138	(1,137,366)	10,639
Accrued expenses	(440)	774	-
Unearned revenue	-	-	-
Other post employment benefits (OPEB)	-	4,575	-
Compensated absences	-	168	-
Net cash provided (used) by operating activities	<u>\$ (81,262)</u>	<u>\$ (1,141,989)</u>	<u>\$ 857,250</u>

<u>Golf</u>	<u>Sanitation</u>	<u>Stormwater</u>	<u>Total</u>
\$ (2,063,399)	\$ 1,922,628	\$ 756,124	\$ 336,023
479,492	39,182	877,864	2,535,833
-	(26,710)	(12,280)	(107,063)
812	-	(778)	(42,347)
23,219	289,217	33,278	(774,875)
3,256	(5,496)	(19,669)	(21,575)
3,860	(416,666)	-	(412,806)
(373)	(1,756)	4,230	6,676
935	20,505	3,670	25,278
<u>\$ (1,552,198)</u>	<u>\$ 1,820,904</u>	<u>\$ 1,642,439</u>	<u>\$ 1,545,144</u>

## INTERNAL SERVICE FUNDS

**Central Stores Fund** - accounts for the costs of providing a central inventory to other departments. The other departments are charged for inventory plus a fee to cover overhead.

**Information Technology Fund** - accounts for the costs of providing information processing services to other City departments. The other departments are charged a direct fee for the initial purchase of equipment and a usage fee to cover operating costs of the fund.

**Central Services Fund** - accounts for the costs of providing goods and services, primarily printing and duplicating, to other City departments. The other departments are billed based on their historical frequency of use.

**Risk Management Fund (Health)** - accounts for the City's share of health insurance premiums. Other funds are billed to cover actual costs of premiums and claims.

**Risk Management Fund (General)** - accounts for the costs of insuring the City for property damage, general liability, auto liability, and worker's compensation. Other funds are billed to cover actual costs of premiums and claims.

**Vehicle Services Fund** - accounts for the costs of operating a maintenance facility for City vehicles. Other City departments are billed to cover operating costs, fuel consumption, and vehicle repairs.

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF NET POSITION**  
**INTERNAL SERVICE FUNDS**  
**SEPTEMBER 30, 2014**

	<u>Central Stores</u>	<u>Information Technology</u>	<u>Central Services</u>
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 3,573	\$ 65,298	\$ 37,524
Interest receivable	-	2,366	1,600
Due from other governments	-	-	-
Inventories	733,713	-	29,600
Total current assets:	<u>737,286</u>	<u>67,664</u>	<u>68,724</u>
Noncurrent assets			
Investments	38,215	1,239,612	720,940
Capital assets:			
Buildings	247,163	-	7,373
Improvements	-	-	-
Machinery and equipment	47,712	4,881,772	8,422
Less accumulated depreciation	<u>(252,623)</u>	<u>(4,756,058)</u>	<u>(6,440)</u>
Total capital assets (net of accumulated depreciation)	<u>42,252</u>	<u>125,714</u>	<u>9,355</u>
Total noncurrent assets	<u>80,467</u>	<u>1,365,326</u>	<u>730,295</u>
Total assets	<u>817,753</u>	<u>1,432,990</u>	<u>799,019</u>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	23,839	10,544	36,453
Accrued expenses	7,221	28,604	12,725
Due to other funds	500,000	-	-
Claims and judgments	-	-	-
Compensated absences	-	26,324	16,219
Total current liabilities:	<u>531,060</u>	<u>65,472</u>	<u>65,397</u>
Noncurrent liabilities			
Compensated absences	24,042	65,703	27,584
Net OPEB obligation	8,591	130,729	64,026
Claims and judgments	-	-	-
Total noncurrent liabilities	<u>32,633</u>	<u>196,432</u>	<u>91,610</u>
Total liabilities	<u>563,693</u>	<u>261,904</u>	<u>157,007</u>
<b>NET POSITION</b>			
Net investment in capital assets	42,252	125,714	9,355
Unrestricted	211,808	1,045,372	632,657
Total net position	<u>\$ 254,060</u>	<u>\$ 1,171,086</u>	<u>\$ 642,012</u>

<u>Risk Management Health</u>	<u>Risk Management General</u>	<u>Vehicle Services</u>	<u>Total</u>
\$ 148,627	\$ 970,625	\$ 28,797	\$ 1,254,444
4,496	37,924	1,614	48,000
-	-	11,007	11,007
-	-	141,548	904,861
<u>153,123</u>	<u>1,008,549</u>	<u>182,966</u>	<u>2,218,312</u>
2,789,567	17,640,947	567,138	22,996,419
-	-	-	254,536
-	-	423,838	423,838
-	3,226	804,431	5,745,563
-	(3,226)	(1,010,902)	(6,029,249)
-	-	217,367	394,688
<u>2,789,567</u>	<u>17,640,947</u>	<u>784,505</u>	<u>23,391,107</u>
<u>2,942,690</u>	<u>18,649,496</u>	<u>967,471</u>	<u>25,609,419</u>
1,890	1,027,828	61,466	1,162,020
-	11,561	18,960	79,071
-	-	-	500,000
-	3,545,583	-	3,545,583
-	-	262	42,805
<u>1,890</u>	<u>4,584,972</u>	<u>80,688</u>	<u>5,329,479</u>
-	66,137	83,944	267,410
-	32,870	91,958	328,174
-	11,241,417	-	11,241,417
-	11,340,424	175,902	11,837,001
<u>1,890</u>	<u>15,925,396</u>	<u>256,590</u>	<u>17,166,480</u>
-	-	217,367	394,688
<u>2,940,800</u>	<u>2,724,100</u>	<u>493,514</u>	<u>8,048,251</u>
<u>\$ 2,940,800</u>	<u>\$ 2,724,100</u>	<u>\$ 710,881</u>	<u>\$ 8,442,939</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION**  
**INTERNAL SERVICE FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Central Stores</u>	<u>Information Technology</u>	<u>Central Services</u>
<b>OPERATING REVENUES</b>			
Charges for services - internal	\$ 266,714	\$ 1,888,889	\$ 781,980
Charges for services - other	-	-	2,355
Miscellaneous	-	-	-
Total operating revenues	<u>266,714</u>	<u>1,888,889</u>	<u>784,335</u>
<b>OPERATING EXPENSES</b>			
Personal services	157,227	974,485	406,893
Other current expenses	134,126	790,143	527,280
Depreciation	6,026	65,365	2,555
Total operating expenses	<u>297,379</u>	<u>1,829,993</u>	<u>936,728</u>
Operating income (loss)	<u>(30,665)</u>	<u>58,896</u>	<u>(152,393)</u>
<b>NONOPERATING REVENUES (EXPENSES)</b>			
Investment earnings	(2,922)	7,035	4,987
Miscellaneous revenue	581	213	2,921
Capital grants and contributions	-	3,450	-
Gain or (loss) from disposition of capital assets	-	-	-
Total nonoperating revenues (expenses)	<u>(2,341)</u>	<u>10,698</u>	<u>7,908</u>
Income (loss)	(33,006)	69,594	(144,485)
Net position - beginning	287,066	1,101,492	786,497
Net position (deficit) - ending	<u>\$ 254,060</u>	<u>\$ 1,171,086</u>	<u>\$ 642,012</u>

<u>Risk Management Health</u>	<u>Risk Management General</u>	<u>Vehicle Services</u>	<u>Total</u>
\$ 7,039,871	\$ 3,716,897	\$ 2,384,588	\$ 16,078,939
2,641,704	-	-	2,644,059
501,852	-	34,571	536,423
<u>10,183,427</u>	<u>3,716,897</u>	<u>2,419,159</u>	<u>19,259,421</u>
-	403,676	610,439	2,552,720
9,331,831	6,416,915	2,115,548	19,315,843
-	-	41,507	115,453
<u>9,331,831</u>	<u>6,820,591</u>	<u>2,767,494</u>	<u>21,984,016</u>
<u>851,596</u>	<u>(3,103,694)</u>	<u>(348,335)</u>	<u>(2,724,595)</u>
15,205	114,032	5,262	143,599
-	-	15	3,730
-	-	37,749	41,199
-	-	431	431
<u>15,205</u>	<u>114,032</u>	<u>43,457</u>	<u>188,959</u>
866,801	(2,989,662)	(304,878)	(2,535,636)
<u>2,073,999</u>	<u>5,713,762</u>	<u>1,015,759</u>	<u>10,978,575</u>
<u>\$ 2,940,800</u>	<u>\$ 2,724,100</u>	<u>\$ 710,881</u>	<u>\$ 8,442,939</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF CASH FLOWS**  
**INTERNAL SERVICE FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	<u>Central Stores</u>	<u>Information Technology</u>	<u>Central Services</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Receipts from other funds	\$ 266,714	\$ 1,888,889	\$ 781,980
Receipts from customers	-	-	2,355
Payments to suppliers	(158,038)	(800,432)	(524,251)
Payments to employees	(151,019)	(1,002,731)	(410,014)
Claims paid	-	-	-
Net cash provided (used) by operating activities	<u>(42,343)</u>	<u>85,726</u>	<u>(149,930)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Advances from (to) other funds	<u>50,000</u>	-	-
Net cash provided (used) by noncapital financing activities	<u>50,000</u>	-	-
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Proceeds from sale of surplus materials/capital assets	581	3,660	2,921
Acquisition of capital assets	<u>(2,246)</u>	<u>(23,048)</u>	<u>(9,531)</u>
Net cash provided (used) by capital and related financing activities	<u>(1,665)</u>	<u>(19,388)</u>	<u>(6,610)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Calls/maturities of investments	19,489	514,055	479,271
Purchase of investments	(57,704)	(607,426)	(353,270)
Interest income (loss)	<u>(2,922)</u>	<u>6,999</u>	<u>5,173</u>
Net cash provided (used) by investing activities	<u>(41,137)</u>	<u>(86,372)</u>	<u>131,174</u>
Net increase (decrease) in cash and cash equivalents	(35,145)	(20,034)	(25,366)
Cash and cash equivalents at beginning of the year	38,718	85,332	62,890
Cash and cash equivalents at end of the year	<u>\$ 3,573</u>	<u>\$ 65,298</u>	<u>\$ 37,524</u>
Non-cash transactions (Capital & Related Financing Activities):			
Donation of equipment	-	3,450	-
Non-cash transactions (Investing Activities):			
Change in fair value of investments	<u>(329)</u>	<u>560</u>	<u>877</u>
	<u>\$ (329)</u>	<u>\$ 4,010</u>	<u>\$ 877</u>
<b>Reconciliation of operating income (loss) to net cash provided (used) by operating activities:</b>			
Operating income (loss)	\$ (30,665)	\$ 58,896	\$ (152,393)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:			
Cash flows reported in other categories:			
Depreciation expense	6,026	65,365	2,555
Changes in assets and liabilities			
Due from other governments	-	-	-
Inventories	(20,509)	-	(16,911)
Estimated claims payable	-	-	-
Accounts and other payables	(4,822)	(14,164)	18,869
Accrued expenses	2,573	1,730	384
Other post employment benefits (OPEB)	1,419	3,875	1,071
Compensated absences	<u>3,635</u>	<u>(29,976)</u>	<u>(3,505)</u>
Net cash provided (used) by operating activities	<u>\$ (42,343)</u>	<u>\$ 85,726</u>	<u>\$ (149,930)</u>

<u>Risk Management Health</u>	<u>Risk Management General</u>	<u>Vehicle Services</u>	<u>Total</u>
\$ 7,039,871	\$ 3,716,897	\$ 2,384,588	\$ 16,078,939
3,143,556	-	39,255	3,185,166
(9,330,044)	(1,039,635)	(2,132,294)	(13,984,694)
-	(393,911)	(595,631)	(2,553,306)
-	(4,371,010)	-	(4,371,010)
<u>853,383</u>	<u>(2,087,659)</u>	<u>(304,082)</u>	<u>(1,644,905)</u>
-	-	-	50,000
-	-	-	50,000
-	-	38,192	45,354
-	-	(99,625)	(134,450)
-	-	(61,433)	(89,096)
506,277	10,111,888	600,816	12,231,796
(1,366,924)	(8,644,292)	(277,905)	(11,307,521)
14,681	117,872	5,675	147,478
<u>(845,966)</u>	<u>1,585,468</u>	<u>328,586</u>	<u>1,071,753</u>
- 7,417	(502,191)	(36,929)	(612,248)
141,210	1,472,816	65,726	1,866,692
<u>\$ 148,627</u>	<u>\$ 970,625</u>	<u>\$ 28,797</u>	<u>\$ 1,254,444</u>
-	-	37,749	41,199
2,288	\$ 14,394	1,424	\$ 19,214
<u>\$ 2,288</u>	<u>\$ 14,394</u>	<u>\$ 39,173</u>	<u>\$ 60,413</u>
\$ 851,596	\$ (3,103,694)	\$ (348,335)	\$ (2,724,595)
-	-	41,507	115,453
-	-	4,684	4,684
-	-	(39,187)	(76,607)
-	210,000	-	210,000
1,787	796,525	19,573	817,768
-	1,269	2,033	7,989
-	(255)	2,868	8,978
-	8,496	12,775	(8,575)
<u>\$ 853,383</u>	<u>\$ (2,087,659)</u>	<u>\$ (304,082)</u>	<u>\$ (1,644,905)</u>

## FIDUCIARY FUNDS

Fiduciary funds are used to account for resources held for the benefits of parties outside the City.

**General Employees' Retirement System Fund** - accounts for the accumulation of resources to be used for retirement benefit payments to the majority of City employees. Resources are contributed by employees at rates fixed by law and by the City at amounts determined by an annual actuarial valuation.

**Police and Firefighters' Retirement System Fund** - accounts for the accumulation of resources to be used for retirement benefit payments to City police officers and firefighters. Resources are contributed by employees at rates fixed by law and by the City at amounts determined by an annual actuarial valuation.

**Defined Contribution Retirement System Fund** - accounts for the accumulation of resources to be used for retirement benefit payments to City employees under the provisions of Internal Revenue code Section 401(a). The International City Management Association Retirement Corporation acts as agent for the City administering the Plan.

**General Agency Fund** - accounts for the receipt of monies from various funds for gross payroll, disbursement of net payroll and related employee liabilities, and to account for deferred compensation liabilities, refundable deposits, and unclaimed checks.

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF FIDUCIARY NET POSITION**  
**PENSION TRUST FUNDS**  
**SEPTEMBER 30, 2014**

	<b>General Employees' Retirement System</b>	<b>Police and Firefighters' Retirement System</b>	<b>Defined Contribution Retirement System</b>	<b>Total</b>
<b>ASSETS</b>				
Cash and cash equivalents	\$ 2,966,729	\$ 61,375	\$ -	\$ 3,028,104
Receivables:				
Accrued interest and dividends	278,818	408,610	-	687,428
Due from brokers	500,840	5,773,280	-	6,274,120
Other	-	291,195	-	291,195
Total receivables	<u>779,658</u>	<u>6,473,085</u>	<u>-</u>	<u>7,252,743</u>
Other assets	<u>2,978</u>	<u>-</u>	<u>-</u>	<u>2,978</u>
Investments:				
Government obligations	10,632,378	15,840,978	-	26,473,356
Mortgage backed securities	-	14,300,342	-	14,300,342
Municipal obligations	-	706,675	-	706,675
Corporate obligations	13,465,995	21,338,384	-	34,804,379
Equity securities	53,993,562	131,551,881	-	185,545,443
Mutual funds and collective trusts	44,313,680	-	1,533,762	45,847,442
Unit investment trusts	348,666	-	-	348,666
ETF - equity	112,646	-	-	112,646
Hedge funds & private equity funds	14,660,577	39,152,051	-	53,812,628
Real estate funds	14,388,810	2,651,127	-	17,039,937
Money market funds	-	11,668,781	-	11,668,781
Total investments	<u>151,916,314</u>	<u>237,210,219</u>	<u>1,533,762</u>	<u>390,660,295</u>
Property & equipment, net of accumulated depreciation	<u>-</u>	<u>42,240</u>	<u>-</u>	<u>42,240</u>
Total assets	<u>155,665,679</u>	<u>243,786,919</u>	<u>1,533,762</u>	<u>400,986,360</u>
<b>LIABILITIES</b>				
Accounts payable and accrued expenses	163,101	290,609	-	453,710
Due to brokers	1,188,944	10,458,698	-	11,647,642
Total liabilities	<u>1,352,045</u>	<u>10,749,307</u>	<u>-</u>	<u>12,101,352</u>
<b>NET POSITION</b>				
Held in trust for pension benefits	<u>\$ 154,313,634</u>	<u>\$ 233,037,612</u>	<u>\$ 1,533,762</u>	<u>\$ 388,885,008</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION**  
**PENSION TRUST FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

	General Employees' Retirement System	Police and Firefighters' Retirement System	Defined Contribution Retirement System	Total
<b>ADDITIONS</b>				
Contributions:				
Employer	\$ 6,288,467	\$ 4,987,315	\$ -	\$ 11,275,782
Broward County Sheriff's Office	385,789	4,735,633	-	5,121,422
Broward County - Library	23,606	-	-	23,606
Members	2,515,665	1,422,685	8,537	3,946,887
State	-	2,219,537	-	2,219,537
Total contributions	<u>9,213,527</u>	<u>13,365,170</u>	<u>8,537</u>	<u>22,587,234</u>
Investment income (loss):				
Net appreciation (depreciation) in fair value of investments	10,740,905	19,073,035	-	29,813,940
Interest and dividends	2,563,933	4,424,956	90,090	7,078,979
Other	7,848	17,738	-	25,586
Total investment income (loss)	<u>13,312,686</u>	<u>23,515,729</u>	<u>90,090</u>	<u>36,918,505</u>
Less: investment expenses	833,821	1,348,254	-	2,182,075
Net investment income (loss)	<u>12,478,865</u>	<u>22,167,475</u>	<u>90,090</u>	<u>34,736,430</u>
Total	<u>21,692,392</u>	<u>35,532,645</u>	<u>98,627</u>	<u>57,323,664</u>
<b>DEDUCTIONS</b>				
Participant benefit payments	10,047,279	20,619,415	30,149	30,696,843
Refunds of participant contributions	362,250	59,422	-	421,672
Administrative expenses	491,959	581,767	-	1,073,726
Total	<u>10,901,488</u>	<u>21,260,604</u>	<u>30,149</u>	<u>32,192,241</u>
Net increase (decrease)	10,790,904	14,272,041	68,478	25,131,423
<b>Net position held in trust for pension benefits</b>				
Beginning of the year	138,735,030	218,765,571	1,465,284	358,965,885
Restatement of liabilities	4,787,700	-	-	4,787,700
Beginning of the year, as restated (Note (III)(C)(5))	<u>143,522,730</u>	<u>218,765,571</u>	<u>1,465,284</u>	<u>363,753,585</u>
End of the year	<u>\$ 154,313,634</u>	<u>\$ 233,037,612</u>	<u>\$ 1,533,762</u>	<u>\$ 388,885,008</u>

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF CHANGES IN ASSETS AND LIABILITIES**  
**GENERAL AGENCY FUND**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2014**

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	<u>BALANCE OCTOBER 1, 2013</u>	<u>ADDITIONS</u>	<u>DELETIONS</u>	<u>Balance September 30, 2014</u>
<b>Assets:</b>				
Cash and cash equivalents	\$ 616,180	\$ 24,562,043	\$ 24,523,421	\$ 654,802
Accounts receivable	2,399	70,355	70,248	2,506
Total assets	<u>618,579</u>	<u>24,632,398</u>	<u>24,593,669</u>	<u>657,308</u>
<b>Liabilities:</b>				
Deposit, sales tax & payroll payable	618,579	35,353,362	35,314,633	657,308
Total liabilities	<u>\$ 618,579</u>	<u>\$ 35,353,362</u>	<u>\$ 35,314,633</u>	<u>\$ 657,308</u>

## STATISTICAL SECTION

## STATISTICAL SECTION SUMMARY

This part of the City of Pompano Beach, Florida's comprehensive annual financial report presents additional information to assist users in understanding how the information provided in the financial statements, note disclosures, and required supplementary information impacts the City's overall financial health.

### **Schedules**

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<u>Financial Trends</u>	130
<i>These schedules provide financial trend information, which shows how the City's financial performance has changed over time.</i>	
<u>Revenue Capacity</u>	136
<i>These schedules provide additional information about Property Tax, the City's most significant local revenue source</i>	
<u>Debt Capacity</u>	143
<i>These schedules provide detailed information about the City's current levels of outstanding debt, and can help the financial statement user assess the City's ability to issue additional debt in the future.</i>	
<u>Demographic and Economic Information</u>	148
<i>These schedules present demographic and economic indicators to assist the financial statement user in understanding the environment in which the City's financial activities occur.</i>	
<u>Operating Information</u>	150
<i>These schedules contain service and infrastructure data to help the financial statement user understand how the information in the City's financial statements relates to the services the City provides</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

**CITY OF POMPANO BEACH, FLORIDA**  
**NET POSITION BY COMPONENT**  
**LAST TEN FISCAL YEARS**  
**(accrual basis of accounting)**

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Governmental activities					
Net investment in capital assets	\$ 86,322,113	\$ 209,504,464	\$ 211,412,441	\$ 207,930,782	\$ 205,458,533
Restricted	21,208,028	39,354,857	49,646,102	83,854,283	91,297,882
Unrestricted	61,047,680	64,936,137	91,455,665	69,996,425	73,578,264
Total governmental-type activities net position	<u>\$ 168,577,821</u>	<u>\$ 313,795,458</u>	<u>\$ 352,514,208</u>	<u>\$ 361,781,490</u>	<u>\$ 370,334,679</u>
Business-type activities					
Invested in capital assets, net of related debt	\$ 88,417,544	\$ 89,791,002	\$ 92,410,002	\$ 97,062,152	\$ 99,197,519
Restricted	4,063,445	4,542,956	5,272,280	13,573,396	4,476,707
Unrestricted	36,192,206	43,870,319	47,578,565	45,222,436	53,626,361
Total business-type activities net position	<u>\$ 128,673,195</u>	<u>\$ 138,204,277</u>	<u>\$ 145,260,847</u>	<u>\$ 155,857,984</u>	<u>\$ 157,300,587</u>
Primary Government					
Invested in capital assets, net of related debt	\$ 174,739,657	\$ 299,295,466	\$ 303,822,443	\$ 304,992,934	\$ 304,656,052
Restricted	25,271,473	43,897,813	54,918,382	97,427,679	95,774,589
Unrestricted	97,239,886	108,806,456	139,034,230	115,218,861	127,204,625
Total primary government net position	<u>\$ 297,251,016</u>	<u>\$ 451,999,735</u>	<u>\$ 497,775,055</u>	<u>\$ 517,639,474</u>	<u>\$ 527,635,266</u>

	2010	2011	2012	2013	2014
Governmental activities					
Net investment in capital assets	\$ 212,893,367	\$ 218,753,518	\$ 221,483,539	\$ 207,256,104	\$ 215,941,575
Restricted	80,138,395	64,179,337	52,668,454	48,000,383	39,320,526
Unrestricted	99,545,328	100,532,438	108,003,793	124,388,694	128,134,327
Total governmental-type activities net position	<u>\$ 392,577,090</u>	<u>\$ 383,465,293</u>	<u>\$ 382,155,786</u>	<u>\$ 379,645,181</u>	<u>\$ 383,396,428</u>
Business-type activities					
Invested in capital assets, net of related debt	\$ 102,762,337	\$ 117,815,651	\$ 119,425,239	\$ 117,178,114	\$ 114,647,356
Restricted	9,897,046	8,506,787	6,465,995	4,660,462	3,871,104
Unrestricted	44,225,710	38,536,872	42,778,697	48,877,564	52,140,506
Total business-type activities net position	<u>\$ 156,885,093</u>	<u>\$ 164,859,310</u>	<u>\$ 168,669,931</u>	<u>\$ 170,716,140</u>	<u>\$ 170,658,966</u>
Primary Government					
Invested in capital assets, net of related debt	\$ 315,655,704	\$ 336,569,169	\$ 340,908,778	\$ 324,434,218	\$ 330,588,931
Restricted	90,035,441	72,686,124	59,134,449	52,660,845	43,191,630
Unrestricted	143,771,038	139,069,310	150,782,490	173,266,258	180,274,833
Total primary government net position	<u>\$ 549,462,183</u>	<u>\$ 548,324,603</u>	<u>\$ 550,825,717</u>	<u>\$ 550,361,321</u>	<u>\$ 554,055,394</u>

CITY OF POMPANO BEACH, FLORIDA  
 CHANGES IN NET POSITION  
 LAST TEN FISCAL YEARS (accrual basis of accounting)

Schedule 2

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>Expenses</b>										
<b>Governmental activities:</b>										
General government	\$ 18,188,353	\$ 21,820,752	\$ 25,148,265	\$ 30,134,110	\$ 30,976,218	\$ 22,614,054	\$ 31,870,782	\$ 33,337,008	\$ 33,052,054	\$ 32,924,493
Public safety	62,213,355	75,536,195	62,159,383	70,342,631	72,982,320	75,248,897	76,787,154	72,981,195	76,932,640	79,092,062
Physical environment	12,598,056	12,039,673	11,449,782	11,987,508	13,122,352	13,945,306	15,550,874	16,514,775	17,508,638	19,107,230
Transportation	3,497,449	3,603,850	3,638,120	3,811,263	3,837,107	3,742,998	3,996,841	3,205,628	3,328,609	3,682,005
Culture and recreation	7,729,885	8,884,491	9,475,841	9,183,233	8,632,761	7,669,285	7,964,422	7,830,956	8,202,728	8,996,206
Interest on long-term debt	515,383	716,712	1,237,318	884,964	932,515	1,236,656	1,307,248	924,518	1,090,325	989,882
<b>Total governmental activities expenses</b>	<b>104,742,481</b>	<b>122,601,673</b>	<b>113,108,709</b>	<b>126,343,709</b>	<b>130,483,273</b>	<b>124,457,196</b>	<b>137,477,321</b>	<b>134,794,080</b>	<b>140,114,994</b>	<b>144,791,878</b>
<b>Business-type activities:</b>										
Utility	27,693,796	30,272,697	31,992,234	33,570,638	36,050,530	36,710,226	37,906,357	39,006,357	38,967,528	40,065,154
Sanitation	2,743,126	2,992,911	3,225,228	3,302,781	3,605,435	3,338,231	3,815,493	4,161,979	4,225,019	4,315,686
Stormwater	1,122,731	1,105,559	1,726,205	1,646,758	1,891,753	1,955,262	2,008,840	1,887,886	1,904,435	1,879,494
Pier	132,227	102,549	168,163	127,568	139,979	230,969	267,233	246,386	349,096	260,103
Airpark	778,833	816,978	982,881	1,412,469	1,399,077	1,461,977	1,417,254	1,383,706	1,430,544	2,167,927
Golf course	3,352,711	3,360,456	3,481,714	3,386,558	3,469,586	3,464,818	3,643,143	3,616,352	4,239,802	4,732,472
Parking	-	-	-	-	-	-	-	-	-	735,163
<b>Total business-type activities expenses</b>	<b>35,823,424</b>	<b>38,651,150</b>	<b>41,576,425</b>	<b>43,446,772</b>	<b>46,556,360</b>	<b>47,161,483</b>	<b>49,058,320</b>	<b>50,302,666</b>	<b>51,116,424</b>	<b>54,155,999</b>
<b>Total primary government expenses</b>	<b>\$ 140,565,905</b>	<b>\$ 161,252,823</b>	<b>\$ 154,685,134</b>	<b>\$ 169,790,481</b>	<b>\$ 177,039,633</b>	<b>\$ 171,618,679</b>	<b>\$ 186,535,641</b>	<b>\$ 185,096,746</b>	<b>\$ 191,231,418</b>	<b>\$ 198,947,877</b>
<b>Program Revenues</b>										
<b>Governmental activities:</b>										
<b>Charges for services:</b>										
General Government	\$ 10,036,240	\$ 10,472,216	\$ 11,107,609	\$ 10,751,746	\$ 11,584,971	\$ 12,007,347	\$ 10,249,276	\$ 10,043,560	\$ 9,939,823	\$ 10,269,011
Public Safety	25,288,195	28,350,939	24,255,117	20,559,395	20,623,910	19,978,399	20,800,209	22,086,284	23,469,809	25,504,703
Physical Environment	43,732	44,866	40,784	33,938	38,491	70,676	74,417	92,024	106,076	81,640
Transportation	530,426	351,144	313,483	297,829	352,597	452,867	611,102	519,767	813,641	-
Culture and Recreation	1,678,643	1,593,176	1,679,976	1,575,211	1,689,470	1,683,521	1,736,482	1,919,986	1,584,673	1,849,242
Operating grants and contributions	7,368,835	14,700,056	3,371,646	4,718,209	3,384,796	3,021,158	3,551,981	3,487,028	3,374,362	3,981,238
Capital grants and contributions	2,707,025	2,076,119	5,171,273	2,367,151	3,736,634	8,016,883	3,763,722	3,886,738	4,107,045	5,508,176
<b>Total governmental activities program revenues</b>	<b>47,653,096</b>	<b>57,588,516</b>	<b>45,939,888</b>	<b>40,303,479</b>	<b>41,410,869</b>	<b>45,230,851</b>	<b>40,787,189</b>	<b>42,035,387</b>	<b>43,395,429</b>	<b>47,194,010</b>
<b>Business-type activities:</b>										
<b>Charges for services:</b>										
Utility	33,946,822	35,228,573	34,401,872	33,868,521	35,633,508	34,324,271	40,663,118	41,457,871	40,113,717	39,795,045
Sanitation	3,835,940	4,367,157	4,530,033	4,618,938	5,026,680	5,287,117	5,419,414	5,734,397	5,708,478	5,797,028
Stormwater	2,413,050	2,538,085	2,476,036	2,456,094	2,529,879	2,468,001	2,457,922	2,440,888	2,399,107	2,621,597
Pier	254,500	173,267	-	-	-	29,552	105,340	124,299	134,660	99,231
Airpark	1,842,943	1,935,268	1,994,752	1,074,271	800,461	946,942	979,402	1,021,156	977,911	1,032,154
Golf course	2,714,559	2,989,740	2,999,136	3,034,441	2,893,132	2,571,980	2,475,617	2,137,538	2,746,380	2,638,276
Parking	-	-	-	-	-	-	-	-	-	1,641,003
Capital grants and contributions	300,000	410,591	671,911	840,535	796,775	732,036	1,643,613	575,691	2,019,095	1,102,648
<b>Total business-type activities program revenues</b>	<b>45,307,814</b>	<b>47,642,681</b>	<b>47,073,740</b>	<b>45,892,800</b>	<b>47,680,435</b>	<b>46,359,899</b>	<b>53,744,426</b>	<b>53,491,840</b>	<b>54,099,348</b>	<b>54,726,982</b>
<b>Total primary government program revenues</b>	<b>\$ 92,960,910</b>	<b>\$ 105,231,197</b>	<b>\$ 93,013,628</b>	<b>\$ 86,196,279</b>	<b>\$ 89,091,304</b>	<b>\$ 91,590,750</b>	<b>\$ 94,531,615</b>	<b>\$ 95,527,227</b>	<b>\$ 97,494,777</b>	<b>\$ 101,920,992</b>

**Note (1):** Certain amounts have been reclassified in prior years due to changes in classification guidelines mandated by the Florida Department of Financial Services, for comparative purposes.

CITY OF POMPANO BEACH, FLORIDA  
 CHANGES IN NET POSITION  
 LAST TEN FISCAL YEARS (accrual basis of accounting)

Schedule 2 (continued)

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>Net (Expense) Revenue</b>										
Governmental activities	\$ (57,089,385)	\$ (65,013,157)	\$ (67,168,821)	\$ (86,040,230)	\$ (89,072,404)	\$ (79,226,345)	\$ (96,690,132)	\$ (92,758,693)	\$ (96,719,565)	\$ (97,597,868)
Business-type activities	9,484,390	8,991,531	5,497,315	2,446,028	1,124,075	(801,584)	4,686,106	3,189,174	2,982,924	570,983
Total Primary Government Net Expense	<u>\$ (47,604,995)</u>	<u>\$ (56,021,626)</u>	<u>\$ (61,671,506)</u>	<u>\$ (83,594,202)</u>	<u>\$ (87,948,329)</u>	<u>\$ (80,027,929)</u>	<u>\$ (92,004,026)</u>	<u>\$ (89,569,519)</u>	<u>\$ (93,736,641)</u>	<u>\$ (97,026,885)</u>
<b>General revenues and other changes in net position</b>										
Governmental activities										
Taxes										
Property taxes, levied for general purposes	\$ 38,204,731	\$ 43,482,560	\$ 48,799,437	\$ 46,615,842	\$ 46,139,749	\$ 49,080,745	\$ 43,120,938	\$ 43,713,354	\$ 46,061,223	\$ 46,147,415
Sales and use taxes	1,760,344	2,036,007	1,986,157	1,989,190	1,942,087	1,868,720	1,867,765	1,847,983	1,870,051	1,958,903
Business tax receipts	1,786,869	1,781,229	1,861,598	1,878,968	1,852,958	1,883,460	1,900,445	1,962,253	2,092,722	2,151,110
Utility taxes	9,032,695	8,966,542	9,318,447	9,087,211	8,940,920	9,366,079	9,603,801	9,830,191	10,371,991	11,209,858
Communication service taxes	5,298,126	5,258,898	5,188,605	6,345,750	5,349,898	5,711,305	5,775,772	5,694,717	5,378,539	9,732,176
Pari Mutuel taxes	-	-	884,443	2,053,356	1,795,128	1,881,081	1,897,796	2,067,263	2,171,040	2,267,089
Tax increment fees - Community Redevelopment Agency	4,317,644	5,742,736	8,287,120	9,142,152	9,527,042	10,405,002	8,069,453	7,351,557	7,218,355	7,542,276
Franchise fees	7,525,435	8,847,598	8,916,247	9,161,456	9,097,345	8,316,234	7,410,674	7,597,790	7,402,812	8,005,447
State revenue sharing	9,024,747	9,389,982	8,940,830	8,299,249	7,417,427	7,341,044	7,664,439	7,985,879	8,549,198	9,215,154
Investment earnings	2,187,611	5,872,788	8,752,035	5,571,020	3,518,665	3,584,734	1,607,688	1,495,590	426,002	826,960
Gain (loss) on sale of capital assets	-	5,222,114	193,257	39,875	3,626	3,001	3,062	115,058	36,906	49,006
Miscellaneous revenue	1,069,740	754,716	759,627	704,511	835,460	850,783	988,393	1,288,255	1,096,266	1,099,493
Transfers	1,724,084	1,882,938	1,999,768	(5,581,068)	1,205,288	1,176,568	(2,331,891)	499,296	1,533,855	1,162,173
Total Governmental activities	<u>81,932,026</u>	<u>99,238,108</u>	<u>105,887,571</u>	<u>95,307,512</u>	<u>97,625,593</u>	<u>101,468,756</u>	<u>87,578,335</u>	<u>91,449,186</u>	<u>94,208,960</u>	<u>101,367,060</u>
Business-type activities:										
Gain (loss) on sale of capital assets	-	-	-	100,184	6,800	15,295	120,761	84,125	73,659	(145,266)
Investment earnings	987,402	1,996,618	2,635,502	1,690,003	1,099,783	1,129,631	407,549	425,541	92,380	296,748
Miscellaneous revenue	416,667	425,871	923,521	439,655	417,233	417,732	427,910	611,077	431,101	446,197
Special item	-	-	-	340,199	-	-	-	-	-	-
Transfers	(1,724,084)	(1,882,938)	(1,999,768)	5,581,068	(1,205,288)	(1,176,568)	2,331,891	(499,296)	(1,533,855)	(1,162,173)
Total Business-type activities:	<u>(320,015)</u>	<u>539,551</u>	<u>1,559,255</u>	<u>8,151,109</u>	<u>318,528</u>	<u>386,090</u>	<u>3,288,111</u>	<u>621,447</u>	<u>(936,715)</u>	<u>(564,494)</u>
Total Primary Government	<u>81,612,011</u>	<u>99,777,659</u>	<u>107,446,826</u>	<u>103,458,621</u>	<u>97,944,121</u>	<u>101,854,846</u>	<u>90,866,446</u>	<u>92,070,633</u>	<u>93,272,245</u>	<u>100,802,566</u>
<b>Change in Net Position</b>										
Governmental activities	24,842,641	34,224,951	38,718,750	9,267,282	8,553,189	22,242,411	(9,111,797)	(1,309,507)	(2,510,605)	3,769,192
Business-type activities:	9,164,375	9,531,082	7,056,570	10,597,137	1,442,603	(415,494)	7,974,217	3,810,621	2,046,209	6,489
Total Primary Government	<u>\$ 34,007,016</u>	<u>\$ 43,756,033</u>	<u>\$ 45,775,320</u>	<u>\$ 19,864,419</u>	<u>\$ 9,995,792</u>	<u>\$ 21,826,917</u>	<u>\$ (1,137,580)</u>	<u>\$ 2,501,114</u>	<u>\$ (464,396)</u>	<u>\$ 3,775,681</u>

Note (1): Certain amounts have been reclassified in prior years due to changes in classification guidelines mandated by the Florida Department of Financial Services, for comparative purposes.

CITY OF POMPANO BEACH, FLORIDA  
 FUND BALANCES, GOVERNMENTAL FUNDS  
 LAST TEN FISCAL YEARS  
 (modified accrual basis of accounting)

Schedule 3

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Fund										
Reserved	\$ 16,535,345	\$ 23,630,235	\$ 29,189,048	\$ 32,368,977	\$ 30,732,081	\$ -	\$ -	\$ -	\$ -	\$ -
Unreserved	26,139,018	38,934,060	57,038,234	56,776,076	65,678,740	-	-	-	-	-
Nonspendable	-	-	-	-	-	284,411	245,514	1,380,183	328,490	194,404
Restricted	-	-	-	-	-	29,886,617	8,190,183	8,175,752	6,682,395	8,129,626
Committed	-	-	-	-	-	12,382,653	-	-	-	-
Assigned	-	-	-	-	-	5,655,377	3,367,131	3,131,562	1,427,818	2,933,852
Unassigned	-	-	-	-	-	49,431,868	55,359,991	53,823,339	56,647,635	50,801,700
Total General Fund	\$ 42,674,363	\$ 62,564,295	\$ 86,227,282	\$ 89,145,053	\$ 96,410,821	\$ 97,640,926	\$ 67,162,819	\$ 66,510,836	\$ 65,086,338	\$ 62,059,582
All Other Governmental Funds										
Reserved	19,425,023	26,619,823	29,838,745	33,502,820	33,949,258	-	-	-	-	-
Unreserved, reported in:										
Northwest CRA District Funds	5,870,023	14,934,185	18,922,736	23,976,295	25,870,780	-	-	-	-	-
Capital Projects Funds	11,519,371	10,040,185	15,916,597	14,992,002	16,287,994	-	-	-	-	-
Emergency Medical Services	987,904	1,466,400	1,620,835	1,042,259	1,136,142	-	-	-	-	-
Cultural Arts	20,804	21,275	17,390	20,594	21,601	-	-	-	-	-
East CRA	836,908	1,702,438	2,527,275	4,082,431	5,238,264	-	-	-	-	-
Cemetery	839,030	842,196	774,696	741,611	748,036	-	-	-	-	-
Nonspendable	-	-	-	-	-	367,410	1,089,593	1,797,162	311,520	1,375,605
Restricted	-	-	-	-	-	79,152,172	81,364,830	68,910,375	68,627,168	60,073,486
Committed	-	-	-	-	-	23,873,993	3,810,928	3,622,905	3,638,917	3,607,864
Assigned	-	-	-	-	-	-	34,564,650	31,258,659	30,766,597	33,363,539
Unassigned	-	-	-	-	-	773,761	(209,951)	(10,674)	(176,494)	-
Total	\$ 39,499,063	\$ 55,626,502	\$ 69,618,274	\$ 78,358,012	\$ 83,252,075	\$ 104,167,336	\$ 120,620,050	\$ 105,578,427	\$ 103,167,708	\$ 98,420,494

Note: The City implemented GASB 54 beginning with the fiscal year ended September 30, 2010.

**CITY OF POMPANO BEACH, FLORIDA**  
**CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS**  
**LAST TEN FISCAL YEARS**  
**(modified accrual basis of accounting)**

**Schedule 4**

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>Revenues</b>										
Taxes	\$ 66,138,975	\$ 74,334,341	\$ 82,496,013	\$ 74,034,933	\$ 74,292,736	\$ 78,637,580	\$ 70,255,567	\$ 70,494,487	\$ 73,182,138	\$ 74,245,212
Judgments, fines and forfeitures	1,483,483	1,626,391	1,634,580	1,249,857	1,466,766	1,353,607	1,204,590	1,085,139	1,200,681	983,420
Permits, fees and special assessments	20,730,619	23,621,571	20,198,717	23,802,123	22,436,894	22,018,532	23,283,619	24,686,920	24,855,651	27,540,501
Intergovernmental	18,672,553	26,690,589	19,946,798	15,920,212	16,435,158	19,581,276	14,182,824	15,100,874	15,288,736	17,355,904
Charges for services	14,745,333	14,737,214	14,698,401	14,505,728	16,243,058	15,764,204	16,172,851	16,043,017	16,986,200	16,128,244
Pari-Mutuel	-	-	884,443	2,053,356	1,795,128	1,881,081	1,897,796	2,067,263	2,171,040	2,267,089
Lot sales	-	5,162,000	47,990	-	-	-	-	-	-	-
Donations	135,426	172,511	114,674	113,756	44,730	23,315	59,539	43,533	49,880	42,705
Investment earnings	1,867,541	4,973,723	7,652,444	4,899,108	3,032,720	3,011,628	1,364,809	1,249,307	365,238	683,361
Cemetery lot sales	-	-	-	125	3,050	21,775	42,975	52,332	47,288	2,641
Recaptured funds	-	-	-	96,025	-	-	23,571	1,270	14,523	1,581
Program income	-	-	-	15,083	-	-	790,129	847,408	488,589	1,647,617
Other revenue	929,370	439,552	652,161	499,470	458,782	683,291	768,841	916,330	1,062,012	559,355
<b>Total revenues</b>	<b>124,703,300</b>	<b>151,757,892</b>	<b>148,326,221</b>	<b>137,189,776</b>	<b>136,209,022</b>	<b>142,976,289</b>	<b>130,047,111</b>	<b>132,587,880</b>	<b>135,711,976</b>	<b>141,457,630</b>
<b>Expenditures</b>										
<b>Current</b>										
General government	18,005,326	17,161,074	18,190,035	18,482,902	18,962,681	21,786,373	22,249,998	23,068,801	24,023,015	23,613,044
Public safety	60,373,948	72,290,299	61,188,428	68,611,664	72,671,842	74,708,661	74,794,319	71,529,455	74,361,660	75,218,105
Physical environment	12,022,052	11,587,807	11,478,318	11,689,546	12,569,704	14,114,654	14,822,990	15,965,683	16,508,394	17,233,486
Transportation	2,977,494	3,304,311	3,314,930	3,351,193	3,242,550	3,145,210	3,353,568	2,552,176	2,644,438	2,667,389
Culture and recreation	7,677,184	8,017,727	8,979,252	8,421,423	7,493,244	6,819,634	6,927,009	6,711,263	6,507,050	6,987,124
<b>Debt service:</b>										
Principal	1,744,400	1,280,000	930,000	970,000	20,000	3,257,162	2,462,162	2,690,293	11,766,150	3,007,167
Interest	484,358	616,923	1,183,814	987,830	889,628	1,179,245	1,252,726	1,220,909	1,106,701	1,009,691
<b>Capital outlay</b>	<b>14,726,995</b>	<b>12,306,298</b>	<b>11,357,692</b>	<b>8,130,010</b>	<b>9,968,462</b>	<b>7,078,998</b>	<b>18,929,429</b>	<b>25,150,062</b>	<b>18,363,850</b>	<b>20,712,118</b>
<b>Total expenditures</b>	<b>118,011,757</b>	<b>126,564,439</b>	<b>116,622,469</b>	<b>120,644,568</b>	<b>125,818,111</b>	<b>132,089,937</b>	<b>144,792,201</b>	<b>148,888,642</b>	<b>155,281,258</b>	<b>150,448,124</b>
Excess (Deficiency) of Revenue Over (Under) Expenditures	6,691,543	25,193,453	31,703,752	16,545,208	10,390,911	10,886,352	(14,745,090)	(16,300,762)	(19,569,282)	(8,990,494)
<b>Other Financing Sources (Uses)</b>										
Debt proceeds	3,367,938	8,940,980	3,751,960	457,968	-	10,000,000	53,150	-	14,100,000	-
Proceeds from energy performance lease	-	-	-	-	-	-	2,998,438	-	-	-
Proceeds from sale of capital assets	-	-	199,279	127,347	457,567	82,446	-	107,860	100,210	54,351
Transfers in	12,238,344	11,110,057	11,990,652	11,096,477	6,623,660	11,834,055	35,052,824	25,960,746	24,133,274	27,448,016
Transfers out	(10,514,260)	(9,227,119)	(9,990,884)	(16,569,491)	(5,312,307)	(10,657,487)	(37,384,715)	(25,461,450)	(22,599,419)	(26,285,843)
<b>Total</b>	<b>5,092,022</b>	<b>10,823,918</b>	<b>5,951,007</b>	<b>(4,887,699)</b>	<b>1,768,920</b>	<b>11,259,014</b>	<b>719,697</b>	<b>607,156</b>	<b>15,734,065</b>	<b>1,216,524</b>
<b>Net Changes in Fund Balances</b>	<b>\$ 11,783,565</b>	<b>\$ 36,017,371</b>	<b>\$ 37,654,759</b>	<b>\$ 11,657,509</b>	<b>\$ 12,159,831</b>	<b>\$ 22,145,366</b>	<b>\$ (14,025,393)</b>	<b>\$ (15,693,606)</b>	<b>\$ (3,835,217)</b>	<b>\$ (7,773,970)</b>
<b>Debt Services as a Percentage of Non-Capital Expenditures</b>	<b>2.2%</b>	<b>1.7%</b>	<b>2.0%</b>	<b>1.7%</b>	<b>0.8%</b>	<b>3.5%</b>	<b>3.0%</b>	<b>3.2%</b>	<b>9.4%</b>	<b>3.1%</b>

**Note (1):** Certain amounts have been reclassified in prior years due to changes in classification guidelines mandated by the Florida Department of Financial Services, for comparative purposes.

**CITY OF POMPANO BEACH, FLORIDA**  
**ASSESS VALUE AND ACTUAL VALUE OF TAXABLE PROPERTY**  
**LAST TEN FISCAL YEARS**

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Fiscal Year	TAX ROLL *	REAL PROPERTY **	PERSONAL PROPERTY **
2005	2004	10,533,147,193	666,070,321
2006	2005	12,619,600,909	716,513,099
2007	2006	15,809,231,912	708,903,376
2008	2007	17,169,012,896	705,574,797
2009	2008	16,075,321,648	733,624,321
2010	2009	14,088,383,450	699,411,335
2011	2010	10,890,774,507	659,397,108
2012	2011	10,431,372,238	608,684,957
2013	2012	10,369,667,015	584,836,613
2014	2013	10,583,449,362	605,640,437

**Source:** Broward County Property Appraiser  
 \* Assessed values as of January 1.  
 \*\* Florida Statutes require assessments at just valuation.

**Note:** The basis of assessed value is approximately 100% of actual value.  
 Tax rates are per \$1,000 of assessed value.

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TOTAL ASSESSED VALUE	ALLOWABLE EXEMPTIONS	TAXABLE VALUE FOR OPERATIONS AND DEBT	TOTAL DIRECT TAX RATE
11,199,217,514	2,740,940,369	8,458,277,145	4.7430
13,336,114,008	3,510,683,601	9,825,430,407	4.6531
16,518,135,288	4,706,913,449	11,811,221,839	4.3197
17,874,587,693	5,021,089,922	12,853,497,771	3.8073
16,808,945,969	4,671,593,954	12,137,352,015	3.9602
14,787,794,785	4,900,944,575	9,886,850,210	4.6663
11,550,171,615	2,301,421,085	9,248,750,530	4.9077
11,040,057,195	2,272,132,460	8,767,924,735	5.2027
10,954,503,628	2,233,639,420	8,720,864,208	5.4700
11,189,089,799	2,195,810,716	8,993,279,083	5.3712

**CITY OF POMPANO BEACH, FLORIDA**  
**DIRECT AND OVERLAPPING PROPERTY TAX RATES**  
**LAST TEN FISCAL YEARS**  
**(RATE PER \$1,000 OF ASSESSED VALUE)**

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Fiscal Year Ended Sept. 30	City of Pompano Beach						
	Tax Roll	General Fund	Special Tax District	Debt Service	Direct Total	Broward County	School Board
2005	2004	4.1111	0.5000	0.1319	4.7430	7.0230	8.2695
2006	2005	4.0380	0.5000	0.1151	4.6531	6.7830	8.0623
2007	2006	3.7250	0.5000	0.0947	4.3197	6.0661	7.8687
2008	2007	3.2788	0.4449	0.0836	3.8073	5.2868	7.6484
2009	2008	3.4861	0.4718	0.0023	3.9602	5.3145	7.4170
2010	2009	4.0652	0.5000	0.1011	4.6663	5.3889	7.4310
2011	2010	4.4077	0.5000	-	4.9077	5.5530	7.6310
2012	2011	4.7027	0.5000	-	5.2027	5.5530	7.4180
2013	2012	4.9700	0.5000	-	5.4700	5.5530	7.4560
2014	2013	4.8712	0.5000	-	5.3712	5.7230	7.4800

**Source:** Broward County Revenue Collection Division  
 \*Pompano Tax District Code 1521 only  
 (all property located east of Federal Highway)

**Note:** Overlapping rates are those of local and County governments that apply to property owners within the City of Pompano Beach.

South Florida Water Management District	Overlapping Rates				Direct and Overlapping Total
	North Broward Hospital District	Children SVS Council	Hillsboro Inlet Improvement District *	Florida Inland Navigation District	
0.6970	2.4803	0.4231	0.1845	\$ 0.0385	23.8589
0.6970	2.1746	0.4231	0.1845	0.0385	23.0161
0.6970	1.8317	0.4073	0.1170	0.0385	21.3460
0.6240	1.6255	0.3572	0.0860	0.0345	19.4697
0.6240	1.7059	0.3754	0.0860	0.0345	19.5175
0.6240	1.7059	0.4243	0.0860	0.0345	20.3609
0.6240	1.8750	0.4696	0.0860	0.0345	21.1808
0.4363	1.8750	0.4789	0.0860	0.0345	21.0844
0.4289	1.8564	0.4902	0.0860	0.0345	21.3750
0.4110	1.7554	0.4882	0.1624	\$ 0.0345	21.4257

CITY OF POMPANO BEACH, FLORIDA  
 PRINCIPAL PROPERTY TAXPAYERS  
 CURRENT YEAR AND NINE YEARS AGO

TAXPAYER (Local Exposure Recognition)	2014			TAXPAYER (Local Exposure Recognition)	2005		
	TAXABLE ASSESSED VALUE	Rank	PERCENT OF TOTAL CITY TAXABLE ASSESSED VALUATION		TAXABLE ASSESSED VALUE	Rank	PERCENT OF TOTAL CITY TAXABLE ASSESSED VALUATION
EQR-Bayview LLC	48,660,060	1	0.54%	Preserve at Palm-Aire LLC	25,436,580	1	0.31%
PPI, Inc.	47,803,110	2	0.53%	Sharp Sabal Palms LLC	23,311,310	2	0.28%
Palm Vacation Group	44,996,360	3	0.50%	Palm Vacation Group	19,743,090	3	0.24%
John Knox Village of Florida (451 Heritage Drive)	36,965,850	4	0.41%	Pompano Property Corporation (Winn Dixie)	18,608,170	4	0.22%
CRP Preserve Palm Aire LLC	32,627,040	5	0.36%	Cobblestone Apt. Assoc. LLC	16,489,970	5	0.20%
Associated Grocers	30,787,670	6	0.34%	Bay Pompano Beach LLC	15,645,700	6	0.19%
Pompano Marketplace Owner LLC	26,750,560	7	0.30%	Faison-Pompano Citi Centre LLC	15,320,500	7	0.18%
John Knox Village of Florida (621 6th Street)	26,229,570	8	0.29%	Palm Court Joint Ventures	15,300,080	8	0.18%
Teachers Insurance	25,933,210	9	0.29%	Regency Venture LTD	15,056,510	9	0.18%
UH-Pompano LLC	24,101,610	10	0.27%	St Andrews Palm Aire Assoc	13,981,500	10	0.17%
Total taxable assessed value of principal taxpayers	344,855,040		3.83%	Total taxable assessed value of principal taxpayers	178,893,410		2.15%
Total taxable assessed value of other taxpayers	8,648,424,043		96.17%	Total taxable assessed value of other taxpayers	8,110,224,746		97.85%
Total taxable assessed valuation of all taxpayers	8,993,279,083		100.00%	Total taxable assessed valuation of all taxpayers	8,289,118,156		100.00%

Source: Broward County Property Appraiser  
 2013 Tax roll

**CITY OF POMPANO BEACH, FLORIDA**  
**PROPERTY TAX LEVIES AND COLLECTIONS**  
**LAST TEN FISCAL YEARS**

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Fiscal Year	<u>TAX ROLL</u>	<u>TOTAL AMENDED TAX LEVY</u>	<u>CURRENT GROSS TAX COLLECTIONS *</u>	<u>PERCENT OF LEVY COLLECTED</u>
2005	2004	39,315,287	39,164,635	99.62
2006	2005	45,268,126	44,778,856	98.92
2007	2006	50,489,535	50,155,320	99.34
2008	2007	48,744,720	47,860,443	98.19
2009	2008	47,586,219	47,091,073	98.96
2010	2009	50,653,057	47,481,268	93.74
2011	2010	45,005,797	42,489,007	94.41
2012	2011	45,616,882	43,005,085	94.27
2013	2012	47,703,127	45,859,390	96.13
2014	2013	48,304,700	46,666,879	96.61

**Source:** City Finance Department

\* Gross taxes exclusive of discounts, penalties and interest.

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<u>SUBSEQUENT DELINQUENT TAX COLLECTIONS</u>	<u>TOTAL TAX COLLECTIONS</u>	<u>PERCENT OF TOTAL TAX COLLECTIONS TO TAX LEVY</u>
123,563	39,288,198	99.93
307,127	45,085,983	99.60
84,120	50,239,440	99.50
92,352	47,952,795	98.38
79,932	47,171,005	99.13
1,749,556	49,230,824	97.19
1,445,843	43,934,850	97.62
1,553,222	44,558,307	97.68
891,130	46,750,520	98.00
-	46,666,879	96.61

CITY OF POMPANO BEACH, FLORIDA  
RATIOS OF OUTSTANDING DEBT BY TYPE  
LAST TEN FISCAL YEARS

Schedule 9

Fiscal Year Ended	Governmental Activities				Business-Type Activities			Total Primary Government	Percentage of Personal Income **	Per Capita **
	General Obligation Bonds	Tax Increment Bonds	Certificates of Participation	Notes Payable	Water and Sewer Bonds	Notes Payable	Capital Lease			
2005	3,900,000	6,849,091	395,000	649,350	41,875,000	-	-	53,668,441	0.01	527.65
2006	3,015,000	15,790,071	-	331,500	41,325,000	-	-	60,461,571	0.01	598.02
2007	2,085,000	19,542,031	-	-	38,870,000	-	-	60,497,031	0.01	598.22
2008	1,115,000	20,000,000	-	-	36,105,000	-	-	57,220,000	0.01	571.87
2009	1,095,000	20,000,000	-	-	33,229,506	-	-	54,324,506	0.01	548.56
2010	-	27,837,838	-	-	30,239,506	-	-	58,077,344	0.01	588.36
2011	-	25,375,676	-	3,060,164	27,129,506	10,717,747	-	66,283,093	0.02	660.72
2012	-	22,898,514	-	2,768,670	23,905,000	10,024,432	-	59,596,616	0.01	582.91
2013	-	25,451,352	-	2,549,682	20,535,000	9,231,550	-	57,767,584	0.01	559.82
2014	-	22,669,190	-	2,324,677	17,355,000	8,416,881	222,263	50,988,011	*	487.17

Notes:

\* Indicates information is not available

\*\* See Schedule 14 for personal income and population data. These ratios are calculated using personal income and population for the prior calendar year.

**CITY OF POMPANO BEACH, FLORIDA**  
**RATIOS OF GENERAL BONDED DEBT OUTSTANDING**  
**LAST TEN FISCAL YEARS**

**Schedule 10**

Fiscal Year	General Bonded Debt Outstanding				
	General Obligations Bonds	Amounts Available in Fund Balance	Total	Percentage of Actual Taxable Value of Property *	Per Capita **
2005	3,900,000	980,435	2,919,565	0.03%	28.70
2006	3,015,000	1,055,041	1,959,959	0.02%	19.39
2007	2,085,000	1,135,429	949,571	0.01%	9.39
2008	1,115,000	1,140,450	(25,450)	0.00%	-0.25
2009	1,095,000	1,125,572	(30,572)	0.00%	-0.31
2010	-	1,062,556	(1,062,556)	-0.01%	-10.76
2011	-	-	-	0.00%	0.00
2012	-	-	-	0.00%	0.00
2013	-	-	-	0.00%	0.00
2014	-	-	-	0.00%	0.00

**Note:** Details regarding the City's outstanding debt can be found in the notes to the financial statements.

\* See schedule 5 for property value data

\*\* See schedule 14 for population data

**CITY OF POMPANO BEACH, FLORIDA**  
**DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT**  
**AS OF SEPTEMBER 30, 2014**

**Schedule 11**

<b>Government Unit</b>	<b>Debt Outstanding</b>	<b>Estimated Percentage Applicable</b>	<b>Estimated Share of Overlapping Debt</b>
Debt repaid with property taxes			
City of Pompano Beach, Florida	\$ -	-	\$ -
Broward County	300,766,000	7.00%	21,053,620
Subtotal, overlapping debt			21,053,620
City direct debt			-
Total direct and overlapping debt			21,053,620

**Sources:** City Finance Department  
 Broward County Accounting Division

\* Percentage of overlap debt determined by dividing the assessed value of property in the City of Pompano Beach by the assessed value of property for Broward County.

CITY OF POMPANO BEACH, FLORIDA  
 LEGAL DEBT MARGIN INFORMATION  
 LAST TEN FISCAL YEARS

Schedule 12

Fiscal Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Debt limit	\$ 1,243,367,723	\$ 1,459,289,292	\$ 1,753,230,610	\$ 1,920,444,417	\$ 1,802,417,278	\$ 1,628,261,915	\$ 1,375,566,885	\$ 1,315,188,710	\$ 1,308,129,631	\$ 1,348,991,862
Total net debt applicable to limit	2,919,565	1,959,959	949,571	(25,450)	(30,572)	-	-	-	-	-
Legal debt margin	<u>\$ 1,240,448,158</u>	<u>\$ 1,457,329,333</u>	<u>\$ 1,752,281,039</u>	<u>\$ 1,920,469,867</u>	<u>\$ 1,802,447,850</u>	<u>\$ 1,628,261,915</u>	<u>\$ 1,375,566,885</u>	<u>\$ 1,315,188,710</u>	<u>\$ 1,308,129,631</u>	<u>\$ 1,348,991,862</u>
Total net debt applicable to the limit as a percentage of debt limit	0.23%	0.13%	0.05%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Legal Debt Margin Calculation for Fiscal Year 2014</b>										
Assessed Value	8,993,279,083									
Debt Limit (15% of assessed value)	1,348,991,862									
Debt applicable to limit										
General obligation bonds	-									
Less Amount set aside for repayment of general obligation debt	-									
Total net debt applicable to limit	-									
Legal debt margin	<u>\$ 1,348,991,862</u>									

Source: Broward County Property Appraiser  
 City Finance Department

Note: Article XVIII, Section 158 of the City Charter provides authorization to issue bonds not exceeding fifteen percent (15%) of assessed valuation of the taxable property in the City at the time of issue. By law, the general obligation debt subject to the limitation may be offset by amounts set aside for repaying general obligation bonds.

FISCAL YEAR ENDED	(1) GROSS REVENUES	(2) OPERATING EXPENSES	(3) NET REVENUE AVAILABLE FOR DEBT SERVICE (1)-(2)	DEBT SERVICE CASH REQUIREMENTS		(4) TOTAL	COVERAGE (3):(4)
			PRINCIPAL	INTEREST			
2005	34,176,302	19,029,394	15,146,908	2,145,000	2,354,462	4,499,462	3.37%
2006	35,969,346	20,021,820	15,947,526	2,255,000	2,251,284	4,506,284	3.54%
2007	35,867,547	21,289,048	14,578,499	2,455,000	1,901,565	4,356,565	3.35%
2008	34,644,947	22,150,443	12,494,504	2,765,000	1,602,118	4,367,118	2.86%
2009	35,891,722	23,092,648	12,799,074	2,875,494	1,493,306	4,368,800	2.93%
2010	34,840,149	24,074,825	10,765,324	2,990,000	1,380,169	4,370,169	2.46%
2011	40,662,838	24,135,671	16,527,167	3,110,000	1,262,506	4,372,506	3.78%
2012	41,308,536	24,236,123	17,072,413	3,225,000	1,140,118	4,365,118	3.91%
2013	40,073,305	23,882,921	16,190,384	3,370,000	1,013,206	4,383,206	3.69%
2014	39,365,370	23,951,731	15,413,639	2,590,000	876,218	3,466,218	4.45%

**Source:** City Finance Department

(1) Gross revenues include operating revenues and interest income. Excludes impact fees per City Ordinance 92-74

(2) Operating expenses include personal services and current expenses. Excludes depreciation and administrative service charges per City Ordinance 92-74

Year	Broward County						
	Population	Personal Income (thousands of dollars)	Per Capita Personal Income	Median Age	Education Level in Years of Schooling (High School or Higher)	School Enrollment (K-12)	Unemployment Rate Broward County
2005	101,712	3,956,088	38,895	45.5	80.2	12,964	3.7
2006	101,103	4,181,721	41,361	39.4	81.1	12,777	3.1
2007	101,128	4,380,966	43,321	43.1	76.5	12,121	3.6
2008	100,058	4,366,731	43,642	43.9	74.8	11,520	5.4
2009	99,031	4,021,550	40,609	39.2	87.2	11,629	9.1
2010	98,711	4,061,563	41,146	42.7	79.2	11,576	10.7
2011	100,319	4,232,860	42,194	40.1	83.4	11,754	9.5
2012	102,239	4,432,163	43,351	42.7	81.0	12,029	7.1
2013	103,189	4,518,853	43,792	42.4	82.8	11,974	7.0
2014	104,662	*	*	*	*	11,150	5.0

**Sources:** City of Pompano Development Services Department via:  
 Bureau of Economic & Business Research, University of Florida  
 Florida Agency for Workforce Innovation, Labor Market Statistics Center  
 Broward County School Board, School Enrollment Count  
 Florida Legislative Office Economic & Demographic Research Dept of Economic Opportunity  
 US Census American Community Survey

**Note:** \* Indicates information not available

Employer	2014		Percentage of Total City Employment
	Employees	Rank	
City of Pompano Beach	1,189	1	1.19%
PPI, Inc. (Isle Capri Casino & Harness Track)	1,039	2	1.04%
WalMart (3)-S Federal/N Federal/Atlantic	820	3	0.82%
Broward County Correctional	700	4	0.70%
John Knox Village	650	5	0.65%
Point Blank Enterprises	592	6	0.59%
Publix - 4 Locations	562	7	0.56%
Freshpoint Produce & Dairy	397	8	0.40%
Associated Grocers of Florida	300	9	0.30%
Latite Roofing & Sheet Metal, LLC	250	10	0.25%

**Note:** Data for 2005 is not available. This type was not previously maintained by the City's Development Services Division. It is now an added function going forward.

**Source:** City of Pompano Beach Development Services Department via:  
 South Florida Business Journal 2014 Book of Lists

CITY OF POMPANO BEACH, FLORIDA  
 FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION / PROGRAM  
 LAST TEN FISCAL YEARS

Schedule 16

<u>Function/Program</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
General Government										
City Commissioners	6	6	6	6	6	6	6	6	6	6
City Manager	4	4	4	4	4	4	4	4	4	4
Advisory Board	2	2	2	2	2	2	2	2	2	1
Public Information Office	4	4	4	4	4	4	4	4	4	4
City Attorney	6	6	6	6	6	6	6	6	6	6
City Clerk	4	4	4	4	4	4	4	4	4	4
Human Resources	5	5	5	5	5	5	5	5	5	5
Internal Audit	3	3	3	3	3	3	3	3	3	3
Internal Services	33	33	33	33	33	33	33	33	33	31
Northwest CRA	2	2	2	2	2	2	2	2	2	1.5
East CRA	1	1	1	1	1	1	1	1	1	0.5
Finance	22	22	22	22	22	22	22	22	22	22
Fire & EMS\	217	217	217	217	217	217	217	217	217	217
Development Services	67	67	67	67	67	67	67	67	67	70
Office of Housing & Urban Improvement	7	7	7	7	7	7	7	7	7	6
Public Works	136	136	136	136	136	136	136	136	136	141
Parks & Recreation	53	53	53	53	53	53	53	53	53	52
Utilities	114	114	114	114	114	114	114	114	114	114
Stormwater	8	8	8	8	8	8	8	8	8	8
Airpark	5	5	5	5	5	5	5	5	5	5
Golf	9	9	9	9	9	9	9	9	9	10
Solid Waste	3	3	3	3	3	3	3	3	3	3
Total	711	711	711	711	711	711	711	711	711	714

Source: City Budget Office

CITY OF POMPANO BEACH, FLORIDA  
 OPERATING INDICATORS BY FUNCTION / PROGRAM  
 LAST TEN FISCAL YEARS

Schedule 17

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>Function/Program</b>										
<b>Public Safety</b>										
<i>Fire</i>										
Emergency responses	18,190	17,571	18,031	17,962	17,505	17,746	18,015	17,753	17,753	18,541
Fires Extinguished	495	571	432	415	371	346	355	333	354	332
Inspections	2,402	1,683	1,458	3,168	5,151	5,284	6,118	5,213	6,551	6,113
Uniformed Employees	185	185	185	185	185	185	185	185	185	185
Non-Uniformed Employees	10	11	10	11	8	8	8	8	8	8
<i>Building Permits</i>										
Permits Issued	13,731	18,636	15,293	13,606	12,473	13,715	11,864	15,827	12,323	13,213
Estimated Value	223,113,120	343,233,533	265,172,789	164,751,110	107,274,620	87,718,162	123,406,754	164,631,190	148,673,496	241,292,153
<i>City Clerk</i>										
No. of Registered Voters	57,904	55,199	52,378	52,921	55,621	55,829	57,043	58,284	61,263	55,964
No. of Ballots Cast	3,556	2,507	1,702	4,364	768	1,225	977	7,672	6,346	-
Districts Voting	2, 4	1	2, 3	1, 3	4	5	4	1,2,3,4,5	2, 4, Mayor	-
<i>Recreation Centers-Attendance</i>										
Emma Lou Olson	66,729	61,436	67,307	70,804	68,042	69,564	75,387	91,902	88,696	61,811
McNair	81,261	80,382	107,127	110,278	104,243	116,317	97,194	81,325	40,338	42,464
Mitchell/Moore	78,811	66,909	63,312	62,105	54,149	63,070	69,717	69,622	41,449	26,698
Skolnick	48,655	63,523	62,257	74,409	71,018	63,033	62,496	54,775	38,225	32,728
Pompano Highlands	18,808	19,445	23,398	25,323	26,258	21,636	21,611	21,070	20,057	24,489
North Pompano	76,436	46,531	51,742	109,570	93,286	94,484	115,797	31,316	60,629	28,347
E. Pat Larkins	*	34,538	40,815	32,994	31,661	26,905	33,440	33,954	47,011	19,874
<b>Utility</b>										
<i>Municipal Water System</i>										
Active Water Accounts	18,149	18,143	18,334	18,182	18,094	17,983	18,062	18,200	18,312	18,489
New Active Accounts	267	47	170	107	123	47	35	130	112	165
Active Reclaimed Water Accounts	19	19	193	84	117	142	310	579	671	782
Metered Sales (Billion Gallons)	6.0	6.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0
Average Gallons (1,000) Billed Per Day	17,151	14,257	12,984	12,718	13,010	13,228	13,167	12,841	12,841	12,219
Reclaimed Water (Million Gals.)	484	426	491	487	558	511	572	558	720	794
Water Main Breaks	150	229	156	152	130	134	95	213	229	107
Plant Capacity Million Gals./Day	50	50	50	50	50	50	50	50	50	50
<i>Municipal Sewer System</i>										
Active Accounts	15,549	15,543	15,825	15,787	15,805	15,945	16,044	16,158	16,312	16,434
<b>General Government</b>										
<i>Tax Rates</i>										
<i>Utility Services:</i>										
Electric	10	10	10	10	10	10	10	10	10	10
Water	6	6	6	6	6	6	6	6	6	6
Communication Service	5	5	5	5	5	5	5	5	5	5
Gas	10	10	10	10	10	10	10	10	10	10
<i>Franchises:</i>										
Electric	6	6	6	6	6	6	6	6	6	6
Gas	6	6	6	6	6	6	6	6	6	6

CITY OF POMPANO BEACH, FLORIDA  
 FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION / PROGRAM  
 LAST TEN FISCAL YEARS

Schedule 16

<u>Function/Program</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
General Government										
City Commissioners	6	6	6	6	6	6	6	6	6	6
City Manager	4	4	4	4	4	4	4	4	4	4
Advisory Board	2	2	2	2	2	2	2	2	2	1
Public Information Office	4	4	4	4	4	4	4	4	4	4
City Attorney	6	6	6	6	6	6	6	6	6	6
City Clerk	4	4	4	4	4	4	4	4	4	4
Human Resources	5	5	5	5	5	5	5	5	5	5
Internal Audit	3	3	3	3	3	3	3	3	3	3
Internal Services	33	33	33	33	33	33	33	33	33	31
Northwest CRA	2	2	2	2	2	2	2	2	2	1.5
East CRA	1	1	1	1	1	1	1	1	1	0.5
Finance	22	22	22	22	22	22	22	22	22	22
Fire & EMS\	217	217	217	217	217	217	217	217	217	217
Development Services	67	67	67	67	67	67	67	67	67	70
Office of Housing & Urban Improvement	7	7	7	7	7	7	7	7	7	6
Public Works	136	136	136	136	136	136	136	136	136	141
Parks & Recreation	53	53	53	53	53	53	53	53	53	52
Utilities	114	114	114	114	114	114	114	114	114	114
Stormwater	8	8	8	8	8	8	8	8	8	8
Airpark	5	5	5	5	5	5	5	5	5	5
Golf	9	9	9	9	9	9	9	9	9	10
Solid Waste	3	3	3	3	3	3	3	3	3	3
Total	711	711	711	711	711	711	711	711	711	714

Source: City Budget Office

CITY OF POMPANO BEACH, FLORIDA  
 OPERATING INDICATORS BY FUNCTION / PROGRAM  
 LAST TEN FISCAL YEARS

Schedule 17

Function/Program	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>Public Safety</b>										
<i>Fire</i>										
Emergency responses	18,190	17,571	18,031	17,962	17,505	17,746	18,015	17,753	17,753	18,541
Fires Extinguished	495	571	432	415	371	346	355	333	354	332
Inspections	2,402	1,683	1,458	3,168	5,151	5,284	6,118	5,213	6,551	6,113
Uniformed Employees	185	185	185	185	185	185	185	185	185	185
Non-Uniformed Employees	10	11	10	11	8	8	8	8	8	8
<i>Building Permits</i>										
Permits Issued	13,731	18,636	15,293	13,606	12,473	13,715	11,864	15,827	12,323	13,213
Estimated Value	223,113,120	343,233,533	265,172,789	164,751,110	107,274,620	87,718,162	123,406,754	164,631,190	148,673,496	241,292,153
<i>City Clerk</i>										
No. of Registered Voters	57,904	55,199	52,378	52,921	55,621	55,829	57,043	58,284	61,263	55,964
No. of Ballots Cast	3,556	2,507	1,702	4,364	768	1,225	977	7,672	6,346	-
Districts Voting	2, 4	1	2, 3	1, 3	4	5	4	1,2,3,4,5	2, 4, Mayor	-
<i>Recreation Centers-Attendance</i>										
Emma Lou Olson	66,729	61,436	67,307	70,804	68,042	69,564	75,387	91,902	88,696	61,811
McNair	81,261	80,382	107,127	110,278	104,243	116,317	97,194	81,325	40,338	42,464
Mitchell/Moore	78,811	66,909	63,312	62,105	54,149	63,070	69,717	69,622	41,449	26,698
Skolnick	48,655	63,523	62,257	74,409	71,018	63,033	62,496	54,775	38,225	32,728
Pompano Highlands	18,808	19,445	23,398	25,323	26,258	21,636	21,611	21,070	20,057	24,489
North Pompano	76,436	46,531	51,742	109,570	93,286	94,484	115,797	31,316	60,629	28,347
E. Pat Larkins	*	34,538	40,815	32,994	31,661	26,905	33,440	33,954	47,011	19,874
<b>Utility</b>										
<i>Municipal Water System</i>										
Active Water Accounts	18,149	18,143	18,334	18,182	18,094	17,983	18,062	18,200	18,312	18,489
New Active Accounts	267	47	170	107	123	47	35	130	112	165
Active Reclaimed Water Accounts	19	19	193	84	117	142	310	579	671	782
Metered Sales (Billion Gallons)	6.0	6.0	5.0	5.0	5.0	5.0	5.0	5.0	4.0	4.0
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Reclaimed Water (Million Gals.)	484	426	491	487	558	511	572	558	720	794
Water Main Breaks	150	229	156	152	130	134	95	213	229	107
Plant Capacity Million Gals./Day	50	50	50	50	50	50	50	50	50	50
<i>Municipal Sewer System</i>										
Active Accounts	15,549	15,543	15,825	15,787	15,805	15,945	16,044	16,158	16,312	16,434
<b>General Government</b>										
<i>Tax Rates</i>										
<i>Utility Services:</i>										
Electric	10	10	10	10	10	10	10	10	10	10
Water	6	6	6	6	6	6	6	6	6	6
Communication Service	5	5	5	5	5	5	5	5	5	5
Gas	10	10	10	10	10	10	10	10	10	10
<i>Franchises:</i>										
Electric	6	6	6	6	6	6	6	6	6	6
Gas	6	6	6	6	6	6	6	6	6	6

CITY OF POMPANO BEACH, FLORIDA  
 CAPITAL ASSET STATISTICS BY FUNCTION / PROGRAM  
 LAST TEN FISCAL YEARS

Schedule 18

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>Function / Program</b>										
<i>Area</i>										
Land excluding airport (sq miles)	23.570	23.570	23.570	23.570	23.570	23.570	23.570	23.570	23.570	23.570
Airport land (sq.miles)	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016	1.016
Water (sq.miles)	0.924	0.924	0.924	0.924	0.924	0.924	0.924	0.924	0.924	0.924
<i>Infrastructure</i>										
Paved streets	251	252	271	271	271	271	271	271	271	271
Unpaved streets	3.0	2.5	2.5	2.5	2.5	2.5	2.5	-	-	-
Sidewalks	138	139	155	155	155	155	156	171	171	171
Canals & waterways	32	32	32	32	32	32	32	32	32	32
Storm drainage	55	55	69	70	70	79	83	110.6	100.0	102
City-owned streetlights	1,364	1,300	1,400	1,400	1,199	1,199	1,199	1,100	1,176	1,058
FP&L owned streetlights	4,823	7,000	7,000	7,000	5,364	5,376	5,375	5,375	5,399	5,392
<i>Fire</i>										
Stations	6	6	6	6	6	6	6	6	6	6
<i>Police</i>										
Stations	1	1	1	1	1	1	1	1	1	1
<i>Recreation</i>										
Public beach (miles)	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51	0.51
Municipal parks	48	45	45	46	46	48	48	49	49	49
Municipal swimming pool	2	2	2	2	2	2	2	2	2	2
36-hole municipal golf course	1	1	1	1	1	1	1	1	1	1
977 foot municipal pier	1	1	1	1	1	1	1	1	1	1
Recreational areas (acres)	257.00	257.23	257.23	258.17	258.17	258.17	258.17	263.17	263.17	263.17
Golf course (acres)	307	307	307	307	307	307	307	307	307	340
Recreation centers	6	7	7	7	7	7	7	7	7	7
<i>Municipal water system</i>										
Water mains (miles)	275	276	283	284	304	304	280	281	281	275
Reuse water mains (miles)	6.0	8.0	18.0	20.0	22.0	23.0	24.0	27.1	24.0	29.0
Fire hydrants	1,707	1,716	1,817	1,865	1,879	1,943	1,968	2,039	2,025	2,025
Fire hydrants (reuse water)	2	3	3	4	4	5	5	5	5	5
<i>Municipal sewer systems</i>										
Gravity sewer (miles)	190	191	195	196	199	194	194	195	181	195
Wastewater force main (miles)	71	71	67	68	76	63	69	69	69	69
Wastewater lift stations	73	72	74	75	75	75	75	78	77	77



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 IMPROVEMENTS TO DR. MARTIN LUTHER KING, JR. BOULEVARD FROM THE FLORIDA TURNPIKE TO POWERLINE ROAD (SR 845), PROVIDING AN EFFECTIVE DATE. (\$2,855,802.00 CITY SHARE)

Summary of Purpose and Why: The City has a project to reconstruct Dr. Martin Luther King Blvd. as part of the Education Corridor from Powerline Road to the Florida Turnpike. This will tie into the overall education corridor project proposed in conjunction with Coconut Creek, Coral Springs and Margate. Enhanced pedestrian and public transportation facilities as well as streetscape and landscaping improvements will bring a cohesive feel to the corridor. Plans are complete. Total project estimate \$3,624,750, FDOT share \$768,948, City Share \$2,855,802.



Accomplishing this item supports achieving initiative "5.3. Support and facilitate development of an education corridor along MLK" identified in the City's Great Places Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan/ Alessandra Delfico Ext 4506, 4144
- (3) Expiration of contract, if applicable: June 30, 2017
- (4) Fiscal impact and source of funding: City Share \$2,855,802 Project 12176 account 302 7454 530 65-12 Budget Adjustment attached.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	<u>2-3-15</u>	<u>Approve</u>	<u>Alessandra Delfico</u>
Public Works	<u>2/4/15</u>	<u>APPROVE</u>	<u>Robert A. McCaughan</u>
Finance	<u>2/10/15</u>	<u>approval</u>	<u>S. Sibbler</u>
Budget	<u>2-9-15</u>	<u>Approve</u>	<u>[Signature]</u>
City Attorney	<u>2/10/15</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 *GBL*

**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 36<sup>TH</sup> 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*  
\_\_\_\_\_  
JILL R. MESOJEDEC

/jim  
l:cor/engr/2015-501

Attachments

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE 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.**

**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 Dr. Martin Luther King, Jr. Boulevard from the Florida Turnpike to Powerline Road (SR 845), 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**

525-010-40  
SPECIFICATIONS AND  
ESTIMATES  
OGC- 12/14  
Page 1

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FPN: <u>432861-1-58-01</u>	Fund: <u>TCSP</u>	FLAIR Approp: _____
Federal No: <u>8886-511-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>		

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Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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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 MLK JR BOULEVARD/HAMMONDVILLE ROAD FROM FL TURNPIKE TO SR-845/POWERLINE ROAD 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, L, RL, 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 \$ 3,624,750.00. 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:

"(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.

**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](mailto:FDOTSingleAudit@dot.state.fl.us) no later than

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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](mailto: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](mailto: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.

**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

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.

**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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
SPECIFICATIONS AND  
ESTIMATES  
OGC- 12/14  
Page 13

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:

(SEAL)

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

Approved As To Form:

\_\_\_\_\_  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **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: 432861-1-58-01

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: MLK Jr. Boulevard/Hammondville Road

The project \_\_\_ is X is not on the National Highway System.

The project \_\_\_ is X is not on the State Highway System.

PROJECT DESCRIPTION: Corridor Improvements from FL Turnpike to SR-845/Powerline Road

**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** in the year 2014/2015 in the amount of **\$768,948.00**. 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**

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060	FPN: 432861-1-58-01
--	---------------------

**PROJECT DESCRIPTION**

Name: MLK Jr. Boulevard/Hammondville Road Length: 0.845 Miles  
 Termini: FL Turnpike to SR-845/Powerline Road

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> FY: FY: FY: Total Planning Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Project Development &amp; Environment (PD&amp;E)</b> FY: FY: FY: Total PD&E Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Design</b> FY: FY: FY: Total Design Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Right-of-Way</b> FY: FY: FY: Total Right-of-Way Cost	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
<b>Construction</b> FY: 2014-2015 TCSP FY: 2014-2015 LFP FY: FY: Total Construction Cost	_____ \$768,948.00 \$2,855,802.00 _____ _____ \$3,624,750.00	_____ _____ \$2,855,802.00 _____ _____ \$2,855,802.00	_____ _____ \$768,948.00 _____ _____ \$768,948.00
<b>Construction Engineering and Inspection (CEI)</b> FY: FY: FY: Total CEI Cost	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00	_____ _____ _____ _____ \$0.00
Total Construction and CEI Costs	\$3,624,750.00	\$2,855,802.00	\$768,948.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$3,624,750.00</b>	<b>\$2,855,802.00</b>	<b>\$768,948.00</b>

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.

**EXHIBIT "L"**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

**Paragraph 13.13** is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

**EXHIBIT "L" (continued)**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Christine Fasiska  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Alessandra Delfico  
100 West Atlantic Boulevard  
Pompano Beach, FL 33060

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated \_\_\_\_\_.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

**EXHIBIT "RL"**

**ROADWAY LIGHTING MAINTENANCE AGREEMENT (RLMA)**

**Paragraph 13.13** is expanded by the following:

1. a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

2. Record Keeping

The Agency shall keep records of all activities performed pursuant to this RLMA. The records shall be kept in such format as is approved by the Department.

3. Default

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

a) Pursue a claim for damages suffered by the Department or the public.

b) Pursue any other remedies legally available.

c) As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency, if the Agency fails to cure the non-performance within 14 calendar days after written notice from the Department; however, that advance notice and cure shall not be preconditions in the event of an emergency.

**EXHIBIT "RL" (continued)**

**ROADWAY LIGHTNING MAINTENANCE AGREEMENT (RLMA)**

4. Force Majeure

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided the party claiming the excuse from performance has:

- a) Promptly notified the other party of the occurrence and its estimate duration,
- b) Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- c) Resumed performance as soon as possible.

5. Miscellaneous

a) The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

- b) Time is of the essence in the performance of all obligations under this RLMA.

**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: \$768948.00  
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](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](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/](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/](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 21<sup>st</sup> 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.fsr.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 8886-511-A

FIN NUMBER 432861-1-58-01

STATE JOB NUMBER \_\_\_\_\_

TIP PAGE NUMBER \_\_\_\_\_

PROJECT TITLE MLK Jr Boulevard/Hammondville Road

Termini 1: FL Turnpike to SR-845/Powerline Road

Length: 0.845 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: 10/1/13

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.	\$3,624,750.00	\$2,855,802.00	\$0.00	\$768,948.00	21	
CEI	\$0.00	\$0.00	\$0.00	\$0.00	0	
TOTAL	\$3,624,750.00	\$2,855,802.00	\$0.00	\$768,948.00	21	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition) Roadway Width: <u>60'</u> Number of Lanes <u>5</u> Bridge Number(s) on Project <u>N/A</u>	
DESCRIPTION OF PROPOSED WORK <input type="checkbox"/> New Construction <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Enhancement <input type="checkbox"/> Congestion Mitigation Sidewalk, Bike Lanes, Landscape, Lighting Roadway Width <u>54'</u> Number of Lanes <u>4</u> Bridge Numbers(s) on Project <u>N/A</u>	
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: _____	

**"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

AGENCY: City of Pompano Beach	PROJECT TITLE: MLK Jr. Boulevard/Hammondville Road from FL Turnpike to SR-845/Powerline Road	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)



**CITY OF POMPANO BEACH  
BUDGET ADJUSTMENT**

ORIGINATING DEPT.  
Engineering AD

DATE  
2/3/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
12-176 MLK JR Blvd Rec	302	74	54	530	65	12			2,855,802		
Transfer from 001	302	00	00	381	10	01			2,855,802		
G.F. Budgetary Fund Bal.	001	00	00	392	10	00			2,855,802		
Transfer to 302	001	99	10	599	91	05			2,855,802		
* USE WHOLE DOLLARS ONLY								TOTAL	11,423,208	-0-	

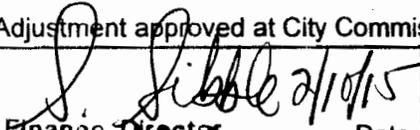
**REASON**

These funds are required to improve Dr. Martin Luther King, Jr. Blvd streetscape from the Florida Turnpike to Powerline Road (SR 845)

  
 Department Head 2/5/15  
Date

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

Adjustment approved at City Commission Meeting of 2/24/15

 Finance Director	Date <u>2/10/15</u>	Budget Office	Date	City Manager	Date	AUDITED BY <u>[Signature]</u>	INPUT BY	CONTROL NO.
---	---------------------	---------------	------	--------------	------	-------------------------------	----------	-------------



REQUESTED COMMISSION ACTION: QUASI-JUDICIAL

Consent \_\_\_\_\_ Ordinance \_\_\_\_\_ X Resolution \_\_\_\_\_ Consideration/ Discussion \_\_\_\_\_ Presentation \_\_\_\_\_

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE PINES AT CRYSTAL LAKE PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, Jayir Marianowsky, wishes to amend the plat note on the Pines at Crystal Lake plat (not yet recorded) for the purpose of accommodating a townhome development on the site at 400 NE 33rd Street. The existing note currently reads "This plat is restricted to ninety-three (93) townhome units." The proposed note is to read, "This plat is restricted to ninety-two (92) affordable townhouse units of which all are either certified as low or very low income units." Per the plat, the site contains 282,550 square feet, 6.4865 acres. Staff has no objections to the change.

- (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

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes entries for Dev. Serv. Dept. and City Attorney with dates and signatures.

Advisory Board
X City Manager

Handwritten signature: Chris W. Beard

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance/Workshop, Resolution, Consideration, Results. Includes rows for 1st and 2nd Reading.





**City Attorney's Communication #2015-700**

March 11, 2015

**TO:** Christopher J. Clemens, AICP, Planner

**FROM:** Gordon B. Linn, City Attorney

**RE:** Resolution – Pines at Crystal Lake Plat Note Amendment

As requested in your memorandum of March 10, 2015, Department of Development Services Memorandum #15-117, 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 CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE PINES AT CRYSTAL LAKE PLAT; PROVIDING AN EFFECTIVE DATE.**

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

GORDON B. LINN

/jrm  
l:\cor/dev-srvc/2015-700

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 CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE PINES AT CRYSTAL LAKE PLAT; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That city staff's letter of no objection to amendment of notation on the Pines at Crystal Lake Plat, a copy of which letter is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved and authorized.

**SECTION 2.** That the proper city staff is hereby authorized to forward said letter to Broward County.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**



Development Services Department  
Robin M. Bird, Director  
Planning and Zoning Division  
City of Pompano Beach, Florida

100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 | p: 954.786.4629 | f: 954.786.4044

March 10, 2015

Peggy Knight  
Broward County Planning & Redevelopment Division  
1 N. University Drive, Ste 102A  
Plantation, Florida 33324

RE: City of Pompano Beach Letter of no objection to the note amendment on the Pines at Crystal Lake plat, unrecorded.

Dear Ms.Knight:

The City of Pompano Beach has no objection to amending the restrictive note pertaining to the above noted plat. The change to the note is, as follows:

**From:** This plat is restricted to ninety-three (93) townhome units.

**To:** This plat is restricted to ninety-two (92) affordable townhome units of which are either certified as low or very low income units.

Regards,

Christopher J. Clemens, AICP  
Planner



**PULICE LAND SURVEYORS, INC.**

5381 NOB HILL ROAD  
SUNRISE, FL 33351  
TELEPHONE (954) 572-1777 FACSIMILE (954) 572-1778  
e-mail: surveys@pulicelandsurveyors.com



January 6, 2015

Mr. Chris Clemens, AICP Planner  
City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, FL 33061

**RE: "PINES AT CRYSTAL LAKES", 400 NE 33<sup>RD</sup> STREET,  
POMPANO BEACH, FLORIDA - PLAT NOTE AMENDMENT**

Dear Mr. Clemens,

We represent Pines at Crystal Lakes, LLC. We are asking to amend the restrictive note on this proposed housing project to accommodate a change in the development plan to affordable housing.

The current plat note reads as follows:

*This plat is restricted to ninety-three (93) townhome units.*

The proposed plat note reads as follows:

*This plat is restricted to ninety-two (92) affordable townhouse units of which all are either certified as low or very low income units.*

I have included a copy of the plat and survey for your review. Should you have any questions or need additional information, please do not hesitate to contact us.

Thank you,  
**PULICE LAND SURVEYORS, INC.**

  
Jane Storms  
Director of Platting Services

Encl.

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER  
AERIAL MAP



NTS

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NORTH



REQUESTED COMMISSION ACTION:

Consent	X	Ordinance	Resolution	Consideration/ Discussion	Presentation
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**SHORT TITLE**     An Ordinance of the City of Pompano Beach, Florida authorizing the issuance of Taxable Certificates of Participation (Parking Garage Project), Series 2015 in an aggregate principal amount not to exceed \$24,000,000, in addition to completion and refunding certificates; Approving the form of all related financing documents, to include a ground lease, lease-purchase agreement, an assignment of leases agreement, a trust agreement, a certificate purchase agreement, a preliminary offering statement, a continuing disclosure certificate and all schedules and exhibits thereof; Authorizing obtaining a commitment for the issuance of a municipal bond insurance policy and/or reserve account surety bond securing the certificates; Authoring the execution and delivery of a final offering statement; Authorizing all required actions in connection with the issuance of the certificates ; providing for severability; and providing an effective date.

**Summary of Purpose and Why:**

The City's Finance Team has determined that the most feasible means of financing the design of the pier parking garage and related public improvements (the "Project") is through the issuance of Certificates of Participation (COPs). The City, through an underwriter, will make a public market offering of the certificates to investors. Once issued, the investors will hold a secured interest in the certificates and ultimately an undivided proportionate secured interest in annual lease rental payments that the City will make to repay the COPs obligation.

Please refer to Finance Department Memorandum #15-51 for background information on the Project, the COPs financing structure, as well as a summary of all financing documents for which approval is being requested.

This is the 2<sup>nd</sup> reading of the Ordinance and 1<sup>st</sup> reading will occur on April 14, 2015 to allow for advertising of the item.



**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 Sible, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: Preliminary-Lease Term to run from 2015 through 2040 (25 years)
- (4) Fiscal impact and source of funding: Preliminary (subject to approval of the Guaranteed Maximum Price Contract by the City Commission as to final project construction costs and actual market conditions at time of issuance) --- average annual rental payments of approximately \$1.4 million (subject to annual appropriation by the City Commission) over preliminary lease term of 25 years. City preliminarily plans on issuing Certificates in the principal amount of approximately \$20 million. Annual rental payment appropriation will be presented to the Commission as part of the Parking Enterprise Fund's proposed budget on an annual basis, with the planned source of repayment of the COPs obligation being parking

related revenues.

DEPARTMENTAL  
COORDINATION

DATE

DEPARTMENTAL  
RECOMMENDATION

DEPARTMENTAL HEAD SIGNATURE

Finance

3/13/15

Approval

*J. Seible*

City Attorney

3/17/15

Approve

*Frank D. ...*  
*Joseph H. ...*

Budget

3/18/15

*Ann W. ...*

City Manager

*John*

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1<sup>st</sup> Reading

1<sup>st</sup> Reading

Results:

Results:

2<sup>nd</sup> Reading

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FINANCE DEPARTMENT  
MEMO 15-51

Date: March 13, 2015

To: Mayor and Commissioners

From: Suzette Sibble, Finance Director

Via: Dennis Beach, City Manager

A handwritten signature in black ink, appearing to be "Dennis Beach", written over the "Via:" line.

**Re: PROPOSED ISSUANCE OF CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT), SERIES 2015**

The City's discussion to construct a new pier parking garage has evolved over the past three years, particularly with the City's approval of the contract with Pier Development Associates to develop several parcels (retail, restaurants etc.) in and around the City's pier and beach area in 2012, since amended. It was anticipated that with all planned development efforts, the demand for parking in and around the pier/beach area would grow exponentially, warranting an expansion of the City's parking infrastructure, particularly the construction of a new pier parking garage.

To validate its prediction of the parking demand that might be spurred by ongoing redevelopment efforts, the City contracted with the Lansing Melbourne Group, LLC. ("LMG") to prepare a Parking Garage Demand and Revenue Study (the "Study"). The Study determined the demand that might be generated by the development underway at and around the pier and developed projections for revenues that might be generated by that demand, while factoring in anticipated costs to operate and maintain the Pier Parking Garage. The core objective of this exercise was to demonstrate projected net revenues that may be available to provide a source for repayment of external financing to be obtained for the Garage and related public improvements. The Study will also serve as a reference for nationally recognized rating agencies, which will be requested to provide a rating for the City, as it relates to the planned financing. On March 10, 2014, the City Commission approved the Study, which may be referenced at **Attachment B**.

**Pier Development Project Timing**

In projecting the net revenues to be generated by the Garage for each fiscal year, once construction is complete, the Study contemplated the timing for the pier developer to complete each parcel based on planned uses (i.e. restaurant, concession, retail) and the timeframe for which each planned use would be operational. The Study was further conservative in allowing an additional 3 month timeframe from the timeframe indicated by the developer. As the parcels

would be phased in between fiscal years 2016 and 2020 and the City would need to borrow funds for the design and construction of the project in fiscal year 2015 (construction tentatively scheduled to begin in May 2015 and to be completed in May 2016) and begin repaying the obligation in fiscal year 2015, the City would need to rely on its Parking Fund reserves, as well as a mechanism referred to as capitalized interest to assist in repaying the obligation within the first two fiscal years following issuance. Capitalized interest exists when a portion of funds borrowed is set aside to repay interest on the obligation. Based on historical performance, it is anticipated that the City’s Parking Fund will generate between \$500,000 and \$700,000 in net revenues.

**Preliminary Project Costs**

Although the City has approved design costs for the Project (the Garage & Related Public Improvements—i.e. pier street, on-street parking, utilities etc.), construction costs will not be finalized until the City Commission approves a Guaranteed Maximum Price Contract (“GMP”), tentatively scheduled to be approved at the April 28, 2015 City Commission meeting. As such, Project costs (in millions) below are subject to change:

**Estimated Price Details for the Project**

Design Cost	\$ 1,213,573
Construction Costs:	
Base Bid	11,302,679
Add--	
Demo & Site Prep	267,929
Building Pad	32,753
Pier Street	949,634
Vegetated Top Deck Trellis	1,367,657
Vegetated Walls	581,385
Additional Level	2,464,558
Provisions for Restaurant	41,036
Anodized Finish for Sails	611,190
Subtotal Construction Costs	<u>17,618,821</u>
<b>Total Estimated Project Costs</b>	<b><u>\$18,832,394</u></b>

**Planned Financing Mechanism**

The City’s Finance Team [City Finance Director, Public Financial Management (Financial Advisor), Greenspoon Marder (Special & Disclosure Counsel) and RBC Capital Markets (Underwriter)], collectively the “Finance Team” has determined that the most viable and cost effective means of financing the Project is through the issuance of Taxable Certificates of Participation (COPs). The Finance Team recommends the issuance of “Taxable” (as opposed to “Tax Exempt”) certificates in order to allow for maximum flexibility in the operation of the Garage while the certificates remain outstanding. Were the City to issue on a tax exempt basis, future management contracts or other revenue arrangements governing the operation of the Garage would need to be scrutinized in order to ensure that there is no noncompliance with Internal Revenue Service regulations governing the issuance of tax exempt obligations.

Regardless, the spread between the taxable and tax exempt rate is minimal given current market conditions.

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 (via a formal solicitation process) 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 only the Parking Garage site and the Parking Garage 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 Parking Garage site and the Parking Garage, including attempting to re-let the Parking Garage site and the Parking Garage 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; provided the Parking Garage site and the Parking Garage must be used as a public parking garage for the benefit of the public at large through the maximum Ground Lease Term. The public roadways and on-site parking included in the Project are not subject to surrender.

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 Parking Garage site and Parking Garage 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.

**Total Preliminary Costs to Be Financed, Preliminary Interest Rate & Lease Term**

Total preliminary costs to be financed (in millions – approximately \$19.8 million) are indicated below:

DESIGN	\$ 1.2
CONSTRUCTION	17.6
OWNERS’ REP. COSTS*	<u>.3</u>
PROJECT COSTS	19.1
CAPITALIZED INTEREST	.5
COSTS OF ISSUANCE**	<u>.2</u>
TOTAL COSTS TO BE FINANCED	<u>\$19.8</u>

\*the City has contracted with LMG to provide for project oversight during the construction of the Project.

\*\*estimated at 1% and includes fees for the City's financial advisor (approx. \$18k), special/disclosure counsel (not to exceed \$96k), underwriter (approx. \$100k), trustee (\$3,500) etc.

Please note that the not to exceed aggregate principal amount of \$24 million stated in the authorizing ordinance is merely a means of avoiding having to come back to the City Commission for further approval of financing documents once the final amount to be financed has been determined, to coincide with the City Commission's approval of the Guaranteed Maximum Price (GMP) contract, as well as the final pricing of the certificates once the certificates are sold. All financing documents will be executed by the Mayor (Vice Mayor) once all parameters have been finalized and included within form documents presented herein. Prior to execution, the City's Special Counsel, as well as myself will ensure that only authorized parameters have been included for execution, based on the final approved GMP contract amount.

Based on preliminary costs herein, it is anticipated that the COPs will be financed over a 25 year term and at a taxable rate of 4.4% (subject to change), based on current market conditions. Based on preliminary parameters, it is anticipated that the City will pay interest in the amount of approximately \$15.6 million as a component of total rental payments of approximately \$35.5 million. Of course, the City can refinance the certificates after a period of 10 years, following issuance, should market conditions prove favorable.

#### **Coverage Parameters**

Please refer to **Attachment A** for a schedule of preliminary annual rental payments, as a result of the COPs issue and garage net revenues and parking system (non-garage net revenues/reserves) coverage of annual rental payments over the projected financing term (25 years).

#### **Summary of Financing Documents to Be Approved**

The City Commission is being requested to approve a number of documents in form, which are voluminous in nature. As a result, what follows is a summary of each document, as well as the purpose and intent of each:

- **City of Pompano Beach Taxable Certificates of Participation (Parking Garage Project), Series 2015 Authorizing Ordinance** –This generally (i) authorizes the issuance of the Certificates, (ii) approves the Project, (iii) approves forms, and authorizes the execution and delivery, of pertinent financing documents (subject to the parameters specified in the ordinance and changes as needed to reflect the final details of the Certificates, which will be determined as part of the marketing process), (iv) delegates authority to obtain municipal bond insurance, if available, if such insurance will result in obtaining a lower interest cost on the Certificates; (v) authorizes obtaining a reserve surety to fund the reserve in lieu of cash, all or in part, if a reserve fund is required (which will be determined as part of the rating and marketing process), (vi) authorizes the negotiated sale of the Certificates to the Underwriter, and (vii) approves the form of a Preliminary Offering Statement to be used in marketing the Certificates.

- **Ground Lease Agreement** – This agreement provides for the City (as lessor) to lease to the Pompano Beach Finance Corporation (as lessee) the land upon which the Project will be constructed. **The City retains title to the land, only affording the Corporation a leasehold interest in the land.**
- **Lease Purchase Agreement** – In order to establish an annual rental payment stream to pay the Certificates, this agreement provides for the Corporation (as lessor) to lease back to the City (as lessee) the land and the completed Project and provides for the City to make annual basic rent payments (lease payments) to the Corporation, on a subject to annual appropriation basis, in an amount equal to the amount due on the Certificates annually.
- **Assignment of Leases** – This agreement provides for the Corporation to assign certain of its rights under the Ground Lease and Lease Agreement to The Bank of New York Mellon Trust Company, N.A., as trustee for the Certificates (the “Trustee”) to permit the Trustee to receive rent payments from the City and to exercise remedies with respect to the Parking Garage Site and the Parking Garage, subject to the terms of the Ground Lease and the Lease Agreement.
- **Trust Agreement** – This agreement among the Trustee, the Corporation and the City provides for the issuance of the Certificates by the Trustee evidencing interests in the annual lease payments to be made by the City under the Lease Agreement. It also establishes funds and accounts to permit the Trustee to hold all proceeds from the issuance of the Certificates to be applied in accordance with the trust agreement and for the Trustee to receive rent payments from the City and make payments due with respect to the Certificates. It also provides for the Trustee to exercise remedies with respect to the Parking Garage Site and the Parking Garage upon an event of non-appropriation or an event of default by the City under the Lease Agreement, subject to the terms and conditions of the Lease Agreement, **including provisions that the Parking Garage Site and Parking Garage be continued to be used as a public parking garage for the benefit of the public at large.** This agreement also provides for the issuance of Completion Certificates (for the purpose of completing the Project) and Refunding Certificate (for the purpose of refinancing outstanding Certificates), subject to subsequent proceedings of the City Commission.
- **Certificate Purchase Agreement** - This agreement provides for the sale of the Certificates to RBC, as the Underwriter of the Certificates, to assist in marketing, via a public offering, the Certificates to investors. It will be completed at the time the Underwriter and the City determine the final “pricing” details of the Certificates (including the interest rates, final maturity and redemption features). The Underwriter will receive a fee or “gross spread” for marketing the Certificates to the public, referred to as the “Underwriter’s Discount.” This is the fee an underwriter charges when purchasing bonds or certificates of participation for resale to the public. The City selected RBC through a formal solicitation process and established a gross spread of \$4.45 per \$1,000 of Certificates issued. This City will also compensate RBC for its expenses (including its underwriter’s counsel fee) at a rate of \$.904 per \$1,000 issued. The Certificates may be further be sold with an original issue discount or an original issue premium, which will be determined as part of the pricing of the Certificates, in conjunction with the Underwriter and the City’s Financial Advisor.

- **Preliminary Offering Statement (POS)** – This is the prospectus that will be used by the Underwriter to market the Certificates to the public and incorporates information on the City, the Project, the Certificates and financing structure, along with other required disclosures, and which is subject to the applicable anti-fraud provisions of the applicable securities laws. The POS is preliminary until the final “pricing” details of the Certificates are determined, at which time a final Offering Statement is prepared reflecting such details.
- **Continuing Disclosure Certificate** – Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission--SEC (the agency which has primary responsibility for enforcing the federal securities laws, proposing securities rules etc.) requires that the Underwriter obtain a written undertaking from the City to annually update certain financial and operating data in the Offering Statement following the issuance of the Certificates. This agreement evidences such undertaking. Compliance with this agreement will be the responsibility of the City’s Finance Department.

### **The Land**

The City will retain title to the land throughout the term of the Ground Lease, as well as throughout any additional extended term as a result of an event of non-appropriation of annual lease payments or an event of default by the City under the Lease Agreement.

### **An Event of Non-Appropriation or Default**

Should the City fail to make the required basic annual rental payments when due, or default under the terms of the Lease Agreement, the City must vacate the Parking Garage Site and Parking Garage and relinquish control to the Trustee who will seek to re-let the Parking Garage Site and the Parking Garage in an effort to generate the required rental payments due to the Certificate holders (investors), subject to the terms of the Ground Lease and the Lease Agreement, which require the Parking Garage Site and the Parking Garage to be used as a public parking garage for the benefit of the public at large throughout the maximum Ground Lease term.

### **Conclusion**

In closing, Staff requests approval of all financing documents, as to form, with all financing parameters to be finalized with the approval by the City Commission of the GMP contract on April 28, 2015 and the final pricing of the certificates and subsequent sale via public offering. All financing documents have been reviewed by the Finance Team, as well as the City Attorney. Staff requests approval of 2<sup>nd</sup> reading of the Ordinance, as due to an oversight on my part, the Ordinance was not advertised in time for the March 24<sup>th</sup> City Commission meeting. The Ordinance will be advertised for the 2<sup>nd</sup> reading scheduled for the April 14, 2015 City Commission meeting.

## ATTACHMENT A

**CITY OF POMPANO BEACH**

**ESTIMATED PARKING SYSTEM NET REVENUES/RESERVES AVAILABLE FOR ESTIMATED ANNUAL RENT PAYMENTS**

**Certificates of Participation (Taxable) "Preliminary" Assumptions:**

**Amount Financed - \$19.8 million (includes costs of issuance and capitalized interest components)**

**Interest Rate - 4.4%**

**Lease Term - 25 years**

	FISCAL YEAR				
	2015	2016	2017	2018	2019
PROJECTED GARAGE NET REVENUES <sup>(1)</sup>	-	310,390	945,358	1,213,384	1,422,144
CURRENT PARKING (NON GARAGE) NET REVENUES <sup>(2)</sup>	500,000	500,000	500,000	500,000	500,000
PARKING SYSTEM RESERVE FUNDS <sup>(3)</sup>	500,000	850,030	816,838	1,418,614	2,093,416
<b>TOTAL SURPLUS FUNDS AVAILABLE FOR ANNUAL RENT PYMTS.</b>	<b>1,000,000</b>	<b>1,660,420</b>	<b>2,262,196</b>	<b>3,131,998</b>	<b>4,015,560</b>
<b>LESS: ANNUAL RENT PYMTS.*</b>	<b>(149,970)</b>	<b>(843,582)</b>	<b>(843,582)</b>	<b>(1,038,582)</b>	<b>(1,184,195)</b>
<b>CARRYFORWARD</b>	<b>850,030</b>	<b>816,838</b>	<b>1,418,614</b>	<b>2,093,416</b>	<b>2,831,365</b>
NET REVENUES & RESERVE FUNDS COVERAGE OF ANNUAL RENT PYMTS.	6.67	1.97	2.68	3.02	3.39
NET REVENUES COVERAGE OF ANNUAL RENT PYMTS.	3.33	0.96	1.71	1.65	1.62

<sup>(1)</sup> Source: Lansing Melbourne Group LLC Pier Parking Garage Demand & Revenue Study (March 2015) for all years

<sup>(2)</sup> Illustrated as remaining flat for all years to be conservative

<sup>(3)</sup> For all years--Represents Parking Enterprise Fund Reserve Funds to be utilized to cover Annual Rent Payments as Garage (Project) revenues ramp up following development of parcels by the Pier Developer. Only anticipated to be needed in fiscal year 2015 & possibly fiscal year 2016.

\*To be funded in whole in 2015 and partially in 2016 with capitalized interest on deposit with trustee

**ATTACHMENT A**

	FISCAL YEAR				
	2020	2021	2022	2023	2024
PROJECTED GARAGE NET REVENUES	1,596,382	1,644,274	1,693,602	1,744,410	1,796,742
CURRENT PARKING (NON GARAGE) NET REVENUES	500,000	500,000	500,000	500,000	500,000
PARKING SYSTEM RESERVE FUNDS	2,831,365	3,813,286	4,827,420	5,860,492	6,906,296
TOTAL SURPLUS FUNDS AVAILABLE FOR ANNUAL RENT PYMTS.	4,927,748	5,957,560	7,021,022	8,104,902	9,203,038
LESS: ANNUAL RENT PYMTS.	(1,114,462)	(1,130,140)	(1,160,530)	(1,198,606)	(1,234,378)
CARRYFORWARD	3,813,286	4,827,420	5,860,492	6,906,296	7,968,660
NET REVENUES & RESERVE FUNDS COVERAGE OF ANNUAL RENT PYMTS.	4.42	5.27	4.16	4.89	5.59
NET REVENUES COVERAGE OF ANNUAL RENT PYMTS.	1.88	1.90	1.89	1.87	1.86

	FISCAL YEAR				
	2025	2026	2027	2028	2029
PROJECTED GARAGE NET REVENUES	1,850,645	1,906,164	1,963,349	2,022,249	2,082,917
CURRENT PARKING (NON GARAGE) NET REVENUES	500,000	500,000	500,000	500,000	500,000
PARKING SYSTEM RESERVE FUNDS	7,968,660	9,051,609	10,149,112	11,265,679	12,400,990
TOTAL SURPLUS FUNDS AVAILABLE FOR ANNUAL RENT PYMTS.	10,319,305	11,457,773	12,612,461	13,787,928	14,983,907
LESS: ANNUAL RENT PYMTS.	(1,267,696)	(1,308,661)	(1,346,782)	(1,386,938)	(1,428,805)
CARRYFORWARD	9,051,609	10,149,112	11,265,679	12,400,990	13,555,102
NET REVENUES & RESERVE FUNDS COVERAGE OF ANNUAL RENT PYMTS.	6.29	6.92	7.54	8.12	10.49
NET REVENUES COVERAGE OF ANNUAL RENT PYMTS.	1.85	1.84	1.83	1.82	1.81

	FISCAL YEAR				
	2030	2031	2032	2033	2034
PROJECTED GARAGE NET REVENUES	2,145,404	2,209,766	2,276,059	2,344,341	2,414,672
CURRENT PARKING (NON GARAGE) NET REVENUES	500,000	500,000	500,000	500,000	500,000
PARKING SYSTEM RESERVE FUNDS	13,555,102	14,728,463	15,925,168	17,141,120	18,377,866
TOTAL SURPLUS FUNDS AVAILABLE FOR ANNUAL RENT PYMTS.	16,200,506	17,438,230	18,701,227	19,985,462	21,292,537
LESS: ANNUAL RENT PYMTS.	(1,472,043)	(1,513,062)	(1,560,107)	(1,607,596)	(1,655,141)
CARRYFORWARD	14,728,463	15,925,168	17,141,120	18,377,866	19,637,396
NET REVENUES & RESERVE FUNDS COVERAGE OF ANNUAL RENT PYMTS.	11.01	11.53	11.99	12.43	12.86
NET REVENUES COVERAGE OF ANNUAL RENT PYMTS.	1.80	1.79	1.78	1.77	1.76

**ATTACHMENT A**

	FISCAL YEAR					
	2035	2036	2037	2038	2039	2040
PROJECTED GARAGE NET REVENUES	2,487,112	2,561,725	2,638,577	2,717,734	2,799,266	2,883,244
CURRENT PARKING (NON GARAGE) NET REVENUES	500,000	500,000	500,000	500,000	500,000	500,000
PARKING SYSTEM RESERVE FUNDS	19,637,396	20,917,172	22,224,212	23,555,623	24,909,051	26,287,688
TOTAL SURPLUS FUNDS AVAILABLE FOR ANNUAL RENT PYMTS.	22,624,508	23,978,897	25,362,789	26,773,357	28,208,317	29,670,932
LESS: ANNUAL RENT PYMTS.	(1,707,336)	(1,754,685)	(1,807,166)	(1,864,306)	(1,920,629)	(1,975,882)
CARRYFORWARD	20,917,172	22,224,212	23,555,623	24,909,051	26,287,688	27,695,050
NET REVENUES & RESERVE FUNDS COVERAGE OF ANNUAL RENT PYMTS.	13.25	13.67	14.03	14.36	14.69	15.02
NET REVENUES COVERAGE OF ANNUAL RENT PYMTS.	1.75	1.74	1.74	1.73	1.72	1.71

ATTACHMENT B

# Pier Parking Garage Demand and Revenue Study

Spring 2015

*prepared for*  
The City of Pompano Beach  
Parking Enterprise Fund



*prepared by*  
Lansing Melbourne Group, LLC



The City of Pompano Beach (the "City") has retained Lansing Melbourne Group ("LMG") to prepare the following forecasts of parking demand and revenue as part of its efforts to redevelop the Pompano Beach Pier area, including by financing the construction of a public garage (the "Garage") and related facilities and improvements consisting of roadways, on street parking, water and sewer distribution lines, stormwater management, sidewalks and landscaping (collectively, "The Project"). LMG was formed in 2003 in response to the partners' desire to provide detailed, creative products and solutions for our clients in an intimate and manageable environment. As a small firm, the Principals have direct hands-on impact on every project and with every client. LMG is most interested in highly demanding and unique projects located in downtown spaces, hospitals, medical centers, universities, and other high density settings. We specialize in providing boutique, niche services specifically related to public private venture planning, parking economics and financial advising. LMG teams with like-minded creative individuals and firms across the country such as Wachovia Capital Markets, The Carlyle Group, GE Capital, Fortress Investments and Urban America to provide state-of-the-art and unique solutions.

LMG's founders have been actively involved in setting policies and recommended guidelines in the planning and parking industry for over 25 years. The Principals are trained as professional engineers (registered) as well as land use planners (certified by the American Planning Association) which underlies their wide-ranging approach to developing projects that are not only creative, but also buildable and financially feasible. LMG is an international firm with clients including Petronas (Malaysia), City of Shanghai, PRC, Hyderabad, India, and the Virgin Islands.

In 2012, the City, with input from its Community Redevelopment Agency (the "CRA"), entered into an agreement (an amended agreement was subsequently approved by the City in 2014) with a developer to construct and operate commercial buildings at the foot of the pier and on an existing surface parking lot immediately west of the pier. This new development, along with the investment the CRA recently made along Pompano Beach Boulevard to beautify and provide convenient beach access and amenities, is anticipated to significantly intensify the demand for parking in the immediate area. The purpose of this study is to quantify this demand, provide a methodology to estimate potential revenues, estimate the appropriate size for a parking garage to meet this demand, and provide benchmark data for the operational expenses that might be experienced. This report is an update of the original demand and revenue forecast prepared in Autumn 2013 and is being prepared as the City has taken important steps toward the completion of its goals.

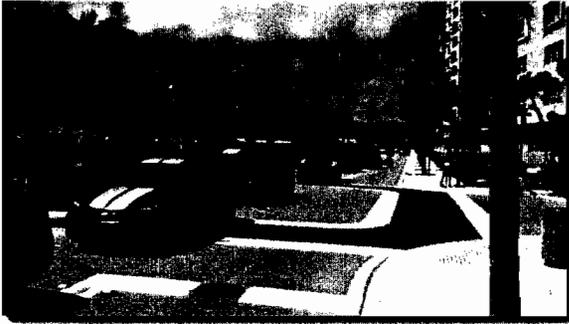
### **Next Steps**

With the demand value now quantified, and revenue projections complete, the City should proceed with the following tasks:

- Use the study and historical data to illustrate the financial projections for the Parking Enterprise Fund
- Engage underwriters and financial advisors to obtain appropriate financing for the Project
- Undertake construction of the Project. Note that this task is underway as of this writing. The City has selected a design build team that is preparing plans to construct the project at an estimated guaranteed maximum price of approximately \$17.6 million, and has retained LMG to act as its owner's representative in the process.

## ***Pier Area Parking Demand***

The pier area is a destination for recreational demand from the entire region. As development has intensified over time on the southeast coast of Florida, the opportunities for public access to wide open areas of beach have dramatically decreased, to the point where the Pompano Pier area is particularly unique and attractive. Because of this phenomenon, estimation of demand for parking in this location must include a macro look at the growth of the entire area and the character of demand at similar beach locations, in addition to the immediate vicinity. The analysis must also take into account the specifics of the pier redevelopment proposal solicited by the CRA along with physical changes to the supply that were part of the recent streetscape project on Pompano Beach Boulevard. Therefore, the report will present demand forecasts in the following sections:



- Pompano Beach Demographic Characteristics and Growth
- Beach Parking in Broward County
- Existing Operating Characteristics
- Pier Redevelopment Plans
- Summary of Demand for Parking at the Pier
- Project Details
- Proforma Operations

## Pompano Beach Demographic Characteristics and Growth

Data regarding Pompano Beach growth characteristics is drawn from the “City of Pompano Beach Transportation Corridor Studies” (Kimley Horn Associates, May 2013). A complete copy of that report, “Economic Assessment”, is available from the Pompano Beach CRA.

Highlights from the report include:

- Pompano Beach Population Growth rate of 7 percent from 2005-2011 is significantly higher than Broward County’s overall rate of 1 percent for the same period
- The City has 42,420 households, a 21 percent increase since 2000
- City wide, household income has increased 12% over the 2005-2011 period, but is lower than the county median.
- The City’s economic base shows a significant level of economic diversification in a wide range of industries.

Overall, the City appears to be receiving more than its fair share of both population and economic growth in Broward County. This trend can be anticipated to continue for at least the next 5 years, given the City’s geographic spread and available housing inventory and assuming current economic and other factors impacting such growth remain generally unchanged. While not necessarily a numerical input to any of the parking demand analysis, it suggests a positive bias in our analysis of future demand for beach parking from the general public simply due to the growth of the population. Table 2-1 from the report is reproduced below for reference.

TABLE 2-1: POPULATION AND HOUSEHOLDS IN BROWARD COUNTY AND THE CITY OF POMPANO BEACH

	POMPANO BEACH							BROWARD COUNTY				
	2000	2005	2010	2011	Percentage Change			2000	2005	2011	Percentage Change	
					2000-05	2005-10	2005-11				2000-05	2005-11
POPULATION	78,191	94,892	99,845	101,632	21%	5%	7%	1,623,018	1,757,590	1,780,172	8%	1%
HOUSEHOLDS	35,197	43,641	42,182	42,420	24%	-3%	-3%	654,445	687,331	668,898	5%	-3%

Source: U.S Census Bureau (2011 ACS 1-Year Estimates, 2010 Summary File 1 (SF 1) 100-Percent Data, 2005 American Community Survey and 2000 Summary File 1 (SF 1) 100-Percent Data

## ***Beach Parking in Broward County***

Broward County's 27 miles of beach (3 miles in Pompano Beach) are fully developed, with many undergoing substantial redevelopment efforts. In most cases, parking garages have already been constructed or are under consideration. The City of Hollywood already provides garage parking for beachgoers within the city and has recently begun the process of site location and design for three more. In Dania Beach, the John Lloyd State Park facility has recently undertaken a significant addition of surface parking. Fort Lauderdale began design on at least three new parking garages last year for the core beach area. Lauderdale by the Sea is currently under construction with a streetscape project and is actively considering a parking garage to respond to growing demand. To the north of Pompano Beach, Deerfield Beach has a parking garage for beach goers along with large surface lots.

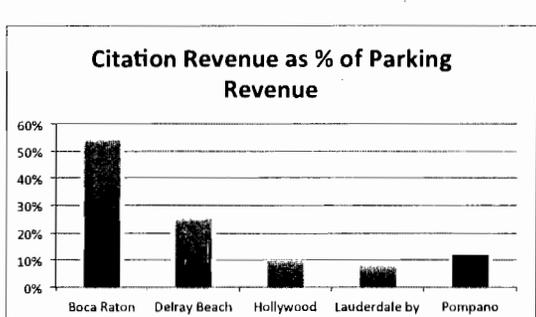
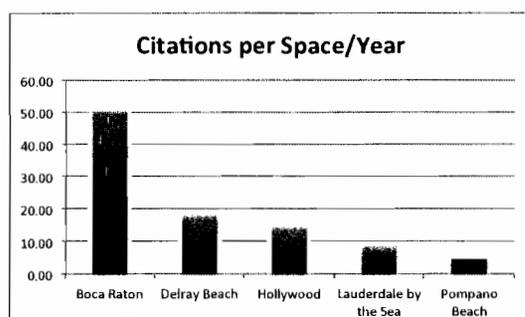
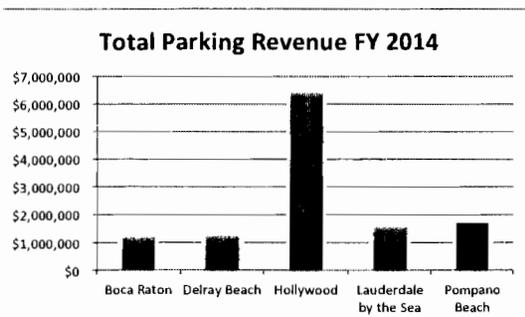
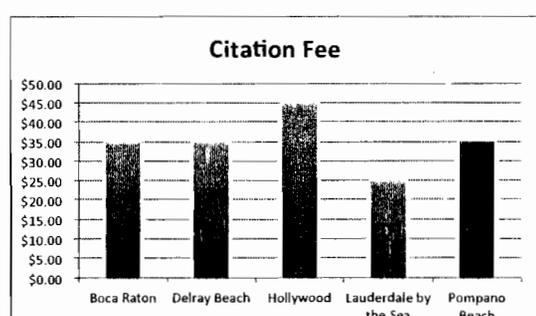
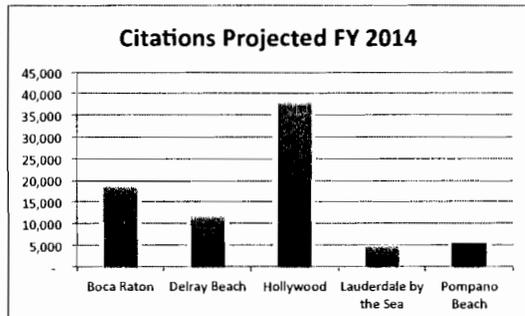
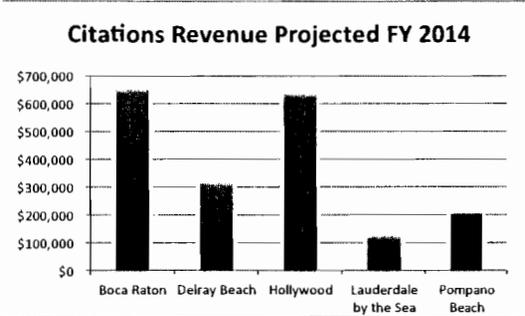
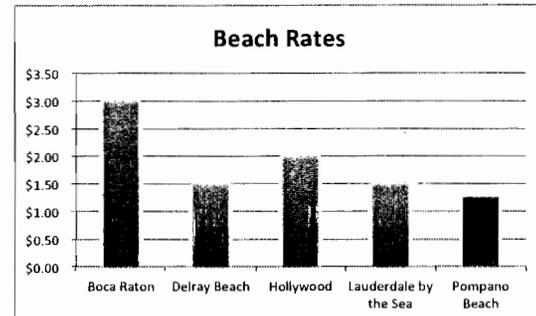
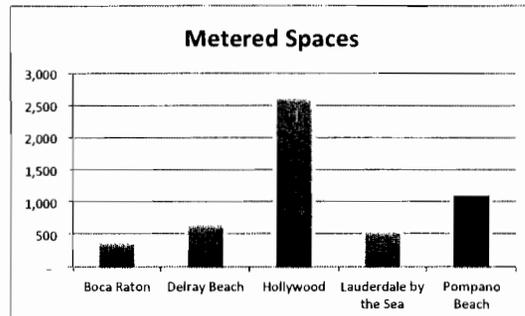
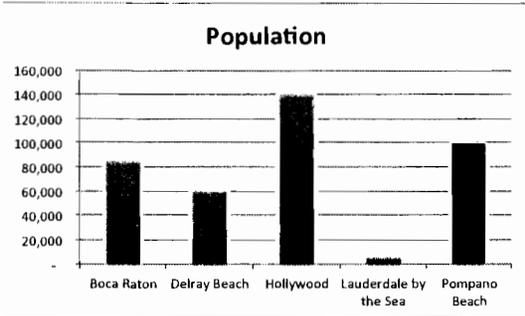
The general trend appears to be moderate size garages (500 to 700 spaces) that are spaced at least three blocks apart in the most dense beach areas (Hollywood Beach). This reflects the fact that when providing for beach parking, walking distances effectively limit the maximum amount of parking that is useful in any one facility. It appears that the 500-700 space size is the maximum practical population for a given amount of beach within the distance that people are willing to walk and still have an acceptable amount of private space when they get to the beach.

On the following page is a table summarizing a survey of beach parking policies conducted by City Staff in 2012 and updated by LMG in 2014. Note that in general Pompano Beach was the most affordable hourly rate for beach parking among cities in Broward County. Each City provides some mix of on-street parking, surface parking, and structured parking with the on street always being the most expensive. Most other cities offer pay by phone and credit card payments. Nearly all offer some form of discounted annual pass for residents that allows for off street parking during the summer season.



Data Requested						
	Boca Raton	Delray Beach	Fort Lauderdale	Hollywood	Lauderdale by the Sea	Pompano Beach
Population (reg. not winter)	85,329	60,552	165,521	140,768	6,056	99,845
Metered Parking Spaces	369	646	10,396	2,607	540	1,105
Parking Rate	\$1 - \$2/hr	\$1.50/ hour	\$0.25 - \$1.75/ hour	Free - \$2/ hour	\$.50 - \$1.50/ hour	\$1.25/hour
Set/ Adjusted to Demand	Set rate - by area, City & Mizner lots \$1 (7am-4:59pm) and \$2(5pm-Midnight), east of A1A is \$2/hour	Set rate - \$1.50/hour	Set rate - by area Downtown (\$1.25-\$1.50) & Beach have higher rates	Set rate - by area, Free street parking (3hr limit 8am-8pm,) Downtown garage (\$1/hr \$15max) Beach has higher rates	Set rate - by area, Commercial \$0.50/hour, A1A (\$1.25/hour), Beach area \$1.50/hr	Set rate - \$1.25/hr on meters.
Hourly Beach Rates	\$3.00	\$1.50	\$1.75	\$2.00	\$1.50	\$1.25
Private Off-Street Overnight Rates	N/A	\$19.00	\$25.00	\$17.00	N/A	free for hotel guests at The Sands
Private Off-Street Hourly Rate	N/A	N/A	\$5.00	\$2 (2 hour minimum)	N/A	free for hotel guests at The Sands
Parking Citation Fee	\$35.00	\$35.00	\$32.00	\$45.00	\$25.00	\$35.00
Parking citations projected in FY 2014	18,617	11,705	114,000	38,105	4,751	5,454
Parking citations revenue projected FY 2014	\$651,602	\$313,776	\$2,850,000	\$632,000	\$123,400	\$202,789
Total Parking revenues projected FY 2014	\$1,200,000	\$1,242,361	\$14,500,000	\$6,400,000	\$1,553,982	\$1,684,274
Citations per space/year	50.45	18.12	10.97	14.62	8.80	4.94
Citation Revenue as % of parking revenue	54%	25%	20%	10%	8%	12%
Parking citation written by:	City Staff	Delray Police Dept and Police Volunteers	City Staff Only	Parking Staff and Police Staff	Third party - Standard Parking Inc.	BSO
Contact Detail	Charmain - Parking Admin	Clayton Gilbert, Scott Aronson (561) 243-7196	Brian McKelligett Parking Services Mgr (954) 828-3792	Rosanne Regan Financial Analyst (954) 921-3566	n/a	Linda Dye Revenue Collection Mgr

# Market Comparisons



## ***Existing Operating Characteristics***

The systemwide parking operations were examined and analyzed to develop a six year historic compilation of revenues and expenses. This information is current as of September 30, 2014, and was developed in concert with the City Finance Department with assistance from other departments that participated in the administration of parking policy prior to the establishment of the Parking Enterprise Fund on October 1, 2013. Prior to the establishment of the Parking Enterprise Fund, all parking related activity was accounted for within the City's General Fund. As the concept of an organized system of parking revenue collection, policy enforcement and recognition of expenses has matured over the past few years, the growth trends have become more consistent and the revenues generated have become more robust.

After analysis of the specific expenses we added an adjusted line which is at the bottom of the chart called "Income Net of Special Items" to reflect the fact that there were significant one time expenses in 2010 and 2013. These reflect large purchases of meters and other equipment that will be used over many years. Future years will see significant positive results because of the way these expenses were previously recorded by the City's Finance Department.

Also, the reader should note that Fiscal Year 2012 was the year that Pompano Beach Boulevard was under construction and so there was no revenue for an extended period of time in one of the most valuable parking areas in the City. Since the work has been completed, revenue is growing strongly and is expected to continue in this pattern. Pompano Beach Boulevard is located east of the garage, running in a north south direction along the beach itself and contains on-street angled parking on its east side (northbound). Note also that expenses have grown faster than revenue primarily because of the efforts of the Finance Department to more accurately assess the cost of parking within the City over the past year, in addition to the high cost of the Broward Sheriff's Office ("BSO") parking enforcement activities. Historically, the City has contracted with BSO to provide parking enforcement services as part of its overall police services contract. This practice will be phased out with the addition of private operations management by Denison Parking ("Denison") starting May 1, 2015. This most recent fiscal year also represents the first year that a tourist development coordinator function was added to the Parking Enterprise Fund budget, somewhat skewing the expense growth.

It is believed that the current level of expenses now represents what will likely be a more stabilized value representing the City's likely costs to collect the revenues generated by its parking system going forward, particularly since the City has recently selected an outside third party (Denison) to manage the parking operations starting May 1, 2015. With the assistance of Denison, the City will embark upon a complete review of its existing parking operations to include, but not be limited to, parking rate structure and available parking technology to enhance operations.

<b>City of Pompano Beach</b>										
<b>Current Parking Fund Income Statement</b>										
								<b>Audited</b>		<b>Pro</b>
										<b>Forma</b>
										<b>2015</b>
<b>Revenues</b>										
	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>		
Alsdorf Boat Lot Fees	108,054	102,150	103,360	107,311	100,656	152,407	189,246	228,675		
Municipal Pier Parking	-	-	117,480	264,850	285,259	245,357	328,042	233,339 (a)		
Resident Parking Permit	-	-	236	8,948	8,325	7,254	11,933	13,920		
Oceanside Parking Fees	79,742	69,689	66,879	67,224	65,694	78,345	109,962	115,242		
Street Parking Meters (includes 16 st. lot)	75,616	67,256	95,049	107,146	158,410	87,268	155,217	161,860		
Beach Parking (temp lot, PBB on street, other on street)	142,471	160,841	161,224	162,934	2,079	395,417	535,980	553,882		
Hillsboro Inlet Pkg (new in FY 2015)	-	-	-	-	-	-	-	54,750		
Parking Citations	157,419	166,863	162,657	206,321	198,080	221,383	311,523	327,373		
Commercial Vehicle Citations	-	-	1,375	7,250	11,748	475	250	2,000		
Land Rent	36,000	36,000	8,000	-	-	-	-	-		
Interest Earnings	-	-	-	-	-	-	4,799	5,279		
<b>Total Revenues</b>	<b>599,302</b>	<b>602,799</b>	<b>716,260</b>	<b>931,984</b>	<b>830,251</b>	<b>1,187,906</b>	<b>1,642,153</b>	<b>1,696,320</b>		
(a) Assumes construction on garage commences May 2015, so Pier lot revenue pro rated for FY 2015										

	Actual								Pro	
	2008	2009	2010	2011	2012	2013	2014	Forma	2015	
<b>Expenditures</b>										
Parking Enforcement	178,971	232,778	253,320	286,415	319,171	311,906	344,486	210,925	(a)	
Tourist Development	-	-	-	-	-	78,873	132,345	148,415		
Labor	-	-	31,323	31,323	31,323	31,323	-	-	(b)	
Capital purchase and replacement	-	-	150,614	1,125	-	167,676	50,346	-		
CIP-Divitos Lot	-	-	-	-	-	-	-	74,680		
Special Legal	-	-	-	-	-	-	4,725	-		
Professional Services	-	-	-	-	-	-	6,055	180,650	(c)	
Land Rent	-	-	-	-	-	-	3,600	247,146	(d)	
Accounting and Auditing	-	-	-	-	-	-	2,402	705		
Administrative Service Charge	-	-	-	-	-	-	85,000	86,960		
Information Technology Charges	-	-	-	-	-	-	9,968	18,773		
Insurance - Risk General	-	-	-	-	-	-	10,000	10,000		
Postage	-	-	-	-	-	-	15	-		
Advertising	-	-	-	-	-	-	132	2,000		
Supplies	-	-	1,210	-	2,654	4,906	7,299	7,299		
Telephone	-	-	1,897	3,129	3,832	4,560	6,800	6,000		
Monitoring	-	-	720	2,130	3,060	9,360	-	-		
Electricity	-	-	216	216	216	216	-	300		
Credit Card Fees	-	-	2,254	3,430	7,377	15,335	33,234	50,000		
<b>Total Expenditures</b>	<b>178,971</b>	<b>232,778</b>	<b>441,554</b>	<b>327,768</b>	<b>367,633</b>	<b>624,155</b>	<b>696,407</b>	<b>1,043,853</b>		
Net Operations	420,331	370,021	274,706	604,215	462,618	563,751	945,746	652,467		
Income Net of Special Items	\$420,331	\$370,021	\$124,092	\$603,090	\$462,618	\$396,075	\$895,400	\$652,467		
(a)	Includes pro rata share of BSO pkg enforcement contract amount (\$363,664* .58) for 7 months									
(b)	Minimal maintenance done on lots by Public Works - (striping, sweeping etc.). To be taken over by Denison on May 1, 2015									
(c)	Includes pro rata share of Denison Contract amount of \$396,785 (5 months allocated to FY 2015 with May 1st projected start date)									
(d)	Includes Divito Lot Lease and Leased Lot at end of Atlantic (128 spaces currently leased)									

## Site Specific Existing Experience

With the installation of the new electronic multi space meters on Pompano Beach Boulevard and in the Pier Lot, very detailed analysis is possible to provide guidance in making future projections using local experience. The data also offers useful checkpoints against which the projections can be measured for reasonableness. Since this parking is on the actual site of The Project or immediately adjacent, it is relevant to the forecasts and is expected to be typical of future behavior.

<b>Existing Turnover May 1 to Aug 31 PIER LOT ONLY</b>			
Revenue	\$105,570.30	Daily Rev	\$858.30
Spaces	315	Rev/Sp/day	\$2.72
Transactions	39,440	Daily Trx	321
Rate	\$1.25	Turns	1.02
Days	123		
<b>Existing Turnover May 1 to Aug 31 ON-STREET ONLY</b>			
Revenue	\$186,785.28	Daily Rev	\$1,518.58
Spaces	112	Rev/Sp/day	\$13.56
Transactions	81,658	Daily Trx	664
Rate	\$1.25	Turns	5.93
Days	123		
<b>Pier Lot and On-Street Parking BLENDED Since Rate Increase starting May 1 to Aug 31</b>			
Revenue	\$292,355.58	Daily Rev	\$2,376.88
Spaces	427	Rev/Sp/day	\$5.57
Transactions	121,098	Daily Trx	985
Rate	\$1.25	Turns	2.31
Days	123		

**Source:** Pompano Beach Finance Department

The data tables above highlight the different experiences in the existing operations of on-street parking along Pompano Beach Boulevard and the off street lot at the Pier. Note the dramatic difference in turnover and therefore revenue per space. This data includes all transactions from May 2013 through August of 2013. Under the current operating practices,

Pier Garage Demand and Revenue Study

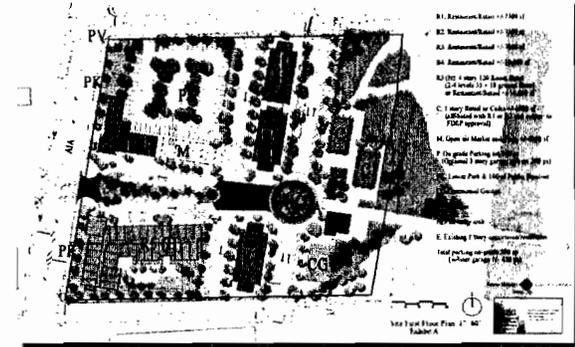
Updated Spring 2015

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there is no difference in cost to the user for on street and off street parking. In a separate study LMG has previously recommended that the on street parking should be priced higher than parking in the garage to reflect the high value of its convenience and proximity to the beach. This policy recommendation will be brought forward for Commission consideration as the Project is developed and the private management company brings forth experience in the operation during its three year contract term.

## Pier Development Plans

In January, 2012 the City Commission passed an ordinance approving the development of the pier and its parking area by a private developer (the "Developer") pursuant to a written agreement (the "Pier Development Agreement"). The proposed development scheme, shown here, envisions multiple buildings along Pompano Beach Boulevard surrounding the foot of the pier and containing restaurants and retail uses. In addition, a central plaza and new spine known as "Pier Street" is planned to extend west to A1A and include a hotel on its south side and small outbuildings and surface parking on its north side. The agreement envisioned the possibility of a parking garage with an option for either party to construct the building.



In July 2014 the City Commission approved various amendments to the Pier Development Agreement. More detailed planning and refinement of the project has resulted in a change to the central spine that creates a more pedestrian experience and emphasizes the connection of the Pier to the Intracoastal Waterway. While this eliminates some surface parking that was originally planned along Pier Street, it creates a more workable parcel to the north to accommodate the parking garage. The agreement was also modified to define the garage as the responsibility of the City and brings all parking revenues to the City and to make the construction of Pier Street the responsibility of the City in exchange for all on street parking revenue transferring to the City. This modification brings this agreement in line with previous recommendations by LMG that the City control all parking wherever possible to ensure rate and operational oversight



## ***Summary of demand for a Garage***

The primary driver for the Garage at Pompano Pier is the redevelopment of the existing surface lot. As discussed in the previous section, the changes envisioned result in complete elimination of the existing surface lot and all its spaces. While the proposed site plan replaces 62 spaces on surface streets within the proposed development, the net loss of the surface lot would trigger the need for a parking garage even without new demand generators. So, in preparing demand estimates for the future, a layer of background demand for public beach parking was added to the forecasts for parking demand from the new development. In addition, there are discussions in the following sections regarding the potential for a hotel in the latter stages of the development. For purposes of this analysis only, the demand forecasts *include* an analysis of a hotel in order to correctly size the Garage (number of spaces). However, for purposes of revenue forecasting, the hotel demand was *excluded*, and substituted with the minimum amount of retail space required for that phase in the Pier Development Agreement to represent a lower, more conservative revenue forecast.

The public beach parking demand and projections for future uses are all based on a model which was developed over the past three years for the East CRA District (ECRA) Master Plan. A separate report was prepared for the ECRA by LMG, which calibrated a parking demand model by block for the entire CRA and then projected future demand at build out. This report became the foundation for long range recommendations and later the creation of the Parking Enterprise Fund.

To most accurately project demand in projects with multiple uses, the demand must be generated for each use for each hour through the course of the day, then added together after making certain adjustments to account for users that might be patrons of more than one of the land uses located in the project. For example, if someone is staying in the hotel and eating lunch at one of the restaurants, they would be counted twice if this adjustment were not made. So, adjustments are shown both in this section, which generates hourly demand for each use to determine an aggregate peak demand for use in determining the size of the Garage as well as in the following section which generates turnover and annual demand to determine revenue forecasts.

The following pages contain tabular summaries of the peak demand rate assumptions for each land use anticipated in the Pier Development Agreement, assumptions for “capture” of patrons between the uses, and hourly demand estimates, all using values developed for the local market during the previously mentioned work on the ECRA Master Plan. The net result is a forecast of peak demand of 839 spaces, of which 615 would be served in the Garage, 162 would be served in on street spaces (of which there are currently 192 spaces) within the site and Pompano Beach Boulevard, and 62 would be using the newly constructed on site surface parking. Note the actual supply values will vary slightly as final design is completed, but do not effect the demand calculations as shown.

**Zone PIER**  
**City of Pompano Beach East CRA**  
**Future Conditions = TOTAL BUILDOUT**

**Max Shared Demand 839**  
 Supply  
 Garage assumption 615  
 Overflow (neg value = none) -30  
 On site surface 62  
 PB Blvd 192

**WEEKDAY - INDIVIDUAL PEAK PERIOD PARKING DEMAND (NO SHARED PARKING)**

Component	Description	Size	Pk Period <sup>3</sup>	Guests/Visitors			Employees		Total Demand
				Demand Rate <sup>2</sup>	Spaces	Demand Rate	Spaces		
Residential	NONE	0	units	11pm-6am	1.41 per unit	0			0
Restaurants	Quality	32,700	sf	7-8pm	8.40 per 1000 sf	275	3.4 per 1000 sf	111	386
Hotel	Limited Service	150	rm	11:00 PM	1.00 per room	150	0.2 per room	30	180
Hotel Meeting	Conference	3,000	sf	2:00 PM	25.00 per 1000 sf	75	0.0 per 1000 sf	0	75
Retail	Beach Oriented	15,800	sf	12-2pm	1.60 per 1000 sf	25	1.0 per 1000 sf	16	41
Other	Beach Parking	300							300
<b>Gross Total Not Shared</b>									<b>982</b>
<b>Gross Total Shared</b>									<b>728</b>

**WEEKEND - INDIVIDUAL PEAK PERIOD PARKING DEMAND (NO SHARED PARKING)**

Component	Description	Size	Pk Period <sup>3</sup>	Guests/Visitors			Employees		Total Demand
				Demand Rate <sup>2</sup>	Spaces	Demand Rate	Spaces		
Residential	NONE	0	units	11pm-6am	1.23 per unit	0			0
Restaurant	Quality	32,700	sf	7-8pm	12.04 per 1000 sf	394	3.4 per 1000 sf	111	505
Hotel	Limited Service	150	rm	11:00 PM	1.00 per room	150	0.2 per room	30	180
Hotel Meeting	Conference	3,000	sf	2:00 PM	25.00 per 1000 sf	75	0.0 per 1000 sf	0	75
Retail	Beach oriented	15,800	sf	12-2pm	1.97 per 1000 sf	31	1.0 per 1000 sf	16	47
Other	Beach Parking	300							300
<b>Gross Total Not Shared</b>									<b>1107</b>
<b>Gross Total Shared</b>									<b>839</b>

**Footnotes**

<sup>1</sup> Retail Capture is assumed at 80% for pier kiosks and plaza, restaurants at 30 percent

<sup>2</sup> 3rd Edition, Parking Generation Manual, Institute of Transportation Engineers, 2004.

<sup>3</sup> Shared Parking Study, Urban Land Institute, 1983

No incremental employees for the hotel conference facilities

retail capture <sup>1</sup>

Assumed weekday captive ratio 80%

Assumed weekend captive ratio 80%

Zone PIER  
 City of Pompano Beach East CRA  
 Master Plan Parking Demand Projections

**WEEKDAY - ESTIMATED PEAK PARKING DEMAND W/ SHARED PARKING**

Hour	Residential	Rest.	Hotel Rms	Hotel Meeting	Retail	Captive	Other Beach
6am	100%	0%	100%	3%	0%	0%	14%
7	87%	2%	85%	20%	8%	0%	23%
8	79%	5%	65%	63%	18%	0%	39%
9	73%	10%	55%	93%	42%	0%	75%
10	68%	20%	45%	100%	68%	80%	87%
11	59%	30%	35%	100%	87%	80%	85%
Noon	60%	50%	30%	90%	97%	80%	87%
1pm	59%	70%	30%	90%	100%	80%	100%
2	60%	60%	35%	97%	97%	80%	99%
3	61%	60%	35%	93%	95%	80%	92%
4	66%	50%	45%	77%	87%	80%	85%
5	77%	70%	60%	47%	79%	80%	71%
6	85%	90%	70%	23%	82%	80%	68%
7	94%	100%	75%	7%	89%	80%	65%
8	96%	100%	90%	7%	87%	80%	50%
9	98%	100%	95%	3%	61%	0%	21%
10	99%	90%	100%	3%	32%	0%	18%
11	100%	70%	100%	0%	13%	0%	12%
12am	100%	50%	100%	0%	0%	0%	8%

Hour	Resid.	Rest.	Hotel Rooms	Hotel Meeting	Retail	Captive	Subtotal	Other Beach	Total Demand
6am	0	0	180	2	0	0	0	42	225
7	0	8	153	15	3	0	3	69	248
8	0	19	117	47	7	0	7	116	307
9	0	39	99	70	17	0	17	226	451
10	0	77	81	75	28	-22	6	260	499
11	0	116	63	75	36	-29	7	254	515
Noon	0	193	54	68	40	-32	8	261	583
1pm	0	270	54	68	41	-33	8	300	700
2	0	232	63	73	40	-32	8	296	671
3	0	232	63	70	39	-31	8	275	647
4	0	193	81	58	36	-29	7	256	595
5	0	270	108	35	32	-26	6	214	634
6	0	347	126	17	34	-27	7	203	701
7	0	386	135	5	37	-29	7	195	728
8	0	386	162	5	36	-29	7	151	711
9	0	386	171	2	25	0	25	63	647
10	0	347	180	2	13	0	13	53	595
11	0	270	180	0	5	0	5	35	490
12am	0	193	180	0	0	0	0	24	397

## ***Pier Parking Garage/Pier Street Details***

The proposed parking Garage contains a total of 609-620 (subject to final design details) spaces on 5 floors (ground floor plus four elevated decks). The building is planned to contain a total of 218,804 gross square feet, of which 184,136 is elevated slab and 6,877 square feet is retail space on the south side fronting Pier Street, which is the gateway to the redevelopment area along the beach and the Pompano Beach Pier. The building rests on pilings, and is constructed of precast concrete. There are two glass enclosed elevators in the southeast corner offering dramatic ocean and beach views. The architecture is iconic, with wave-like sail structures surrounding the building. The functional design of the building results in flat parking floors and no parking on ramps, so that users can see throughout each floor to the ocean and feel safe and easily find elevators and stairs. Revenue collection and payment systems will be electronic and automated to not hinder egress. The ground floor parking area is specifically laid out for maximum valet parking to serve the new restaurants along the beach. The structure is designed for a 50 year life and special care is being exercised to recognize the marine/salt environment.

To maximize queuing capacity and customer convenience, the access points to the garage are located on its east face. This requires the construction of new roadways around the building, connecting NE 2nd Street to NE 3rd Street in a north/south direction, and a new roadway along the south side of the building (Pier Street) that will connect Pompano Beach Boulevard to State Road A1A. The intersection of Pier Street and A1A will be signalized by the City under another scope of work. A loop of water service will be laid in these roads to provide fire connections, and sewer lines will be extended throughout. A master drainage system will accommodate site stormwater drainage. The connecting roads and infrastructure will contain an additional 62 parking spaces on the streets that will be metered. There are 192 existing spaces on Pompano Beach Boulevard.

The City is in the process of negotiating a Guaranteed Maximum Price Contract with Kaufman Lynn Construction to design and build the above-described improvements. Under a typical American Institute of Architects contract procedure, notice to proceed has been given for the first phase of the work, which includes all design, permitting and bidding. Upon completion of this work, a Final GMP will be issued and notice to proceed will be issued for the actual construction of the work. This Final GMP is anticipated to be approved in mid April 2015, and the Preliminary Price issued by the Contractor was \$17,618,821 to include all design and construction components.

### **Estimated Price Details for the Project**

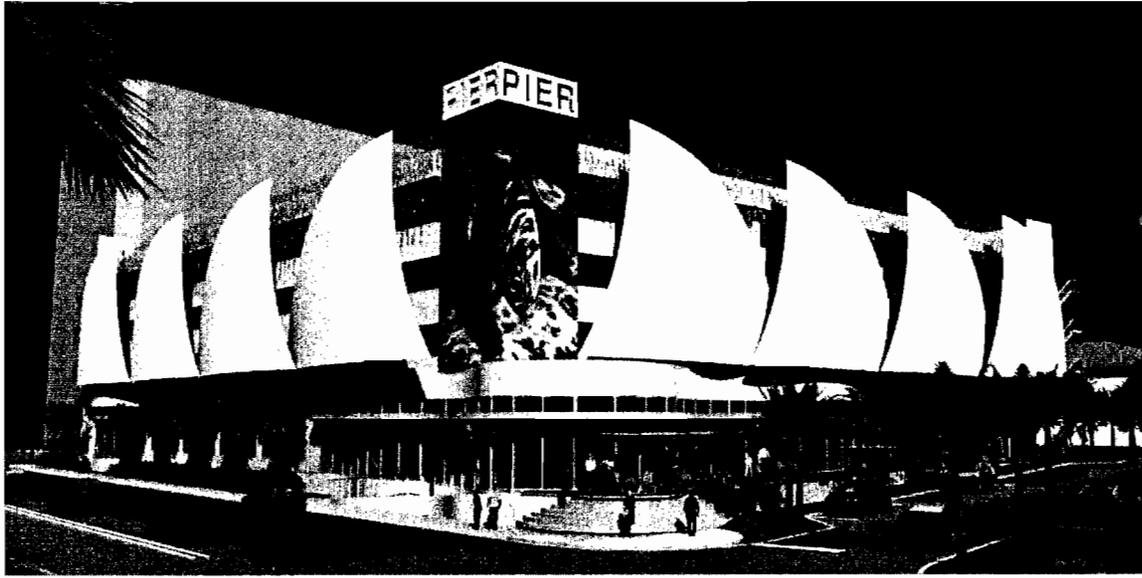
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Design Cost	\$ 1,213,573
Construction Costs:	
Base Bid	11,302,679
Add--	
Demo & Site Prep	267,929
Building Pad	32,753
Pier Street	949,634
Vegetated Top Deck Trellis	1,367,657
Vegetated Walls	581,385
Additional Level	2,464,558
Provisions for Restaurant	41,036
Anodized Finish for Sails	611,190
Subtotal Construction Costs	<u>17,618,821</u>
<b>Total Estimated Project Costs</b>	<b><u>\$18,832,394</u></b>

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**Note:** Costs include all utilities and surrounding roads (all project components)

The following pages contain images from the latest available design concepts prepared by the design build team at the time of this writing.



*Southwest Corner*



*Southeast Corner*

## ***Proforma Operations***

The focus of the analysis, accounting for all the previously discussed items along with the forecasted demand, was to develop a pro forma for the operation of the proposed Garage and related parking included in the Project. The following sections will describe the methodology used to generate demand for annual hours parked and turnover estimates, revenue forecasts based on that demand and expenses anticipated in the operation of the Project.

### **Project Phasing**

Through consultations with the Pier Area developer and subsequent review by the City Finance Department, LMG has created a matrix of conservative assumptions (lower than expected) for the development and use of the Project subject to the Pier Development Agreement. As discussed previously, for purposes of financial projections only, the final phase of the Pier Area project, which is under discussion as a hotel, is assumed to be developed as retail space and a small restaurant. This scenario results in the lowest plausible revenue generation. The five year assumed program is illustrated in the table on the following page.

Pier Area Development										
Development Timing Assumptions										
Projected		Financing Assumptions (1)								
Parcel	Use	#	Unit	#	Unit	FY 2016	FY 2017	FY 2018	FY 2019	FY2020
Beach	Recreation	300	cars			100%	100%	100%	100%	100%
C1	Restaurant	6,700	SF	225	Seats	0%	75%	100%	100%	100%
C2	Restaurant	8,700	SF	325	Seats	0%	75%	100%	100%	100%
R1	Retail	7,000	SF	-		0%	75%	100%	100%	100%
R2	Restaurant	5,200	SF	175	Seats	0%	0%	25%	100%	100%
R3	Restaurant	6,100	SF	225	Seats	0%	75%	100%	100%	100%
R4	Restaurant	2,500	SF	75	Seats	0%	0%	0%	25%	100%
	Retail	2,300	SF	-		0%	0%	0%	25%	100%
R5	Restaurant	2,000	SF	100	Seats	0%	0%	0%	25%	100%
(R5 is hotel opt)	Retail	6,500	SF	-		0%	0%	0%	25%	100%
E	Restaurant	1,500	SF	150	Seats	75%	100%	100%	100%	100%
	<b>TOTAL</b>	<b>48,500</b>		<b>1,275</b>						
		<b>15,800</b>	<i>retail only</i>							

(1) Financing Assumptions indicates percentage of projected revenues for each parcel anticipated to come online for each fiscal year based on conservative parcel development timing assumptions.

Effective Development Density by Year (by development site)							
Parcel	Use		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Beach	Recreation	cars	300	300	300	300	300
C1	Restaurant	Seats	0	169	225	225	225
C2	Restaurant	Seats	0	244	325	325	325
R1	Retail	SF	-	5,250	7,000	7,000	7,000
R2	Restaurant	Seats	0	0	44	175	175
R3	Restaurant	Seats	0	169	225	225	225
R4	Restaurant	Seats	0	0	0	19	75
	Retail	SF	-	-	-	575	2,300
R5	Restaurant	Seats	0	0	0	25	100
(R5 is hotel opt)	Retail	SF	-	-	-	1,625	6,500
E	Restaurant	Seats	113	150	150	150	150
	<b>TOTAL</b>	<b>SF</b>	<b>-</b>	<b>5,250</b>	<b>7,000</b>	<b>9,200</b>	<b>15,800</b>
		<b>Seats</b>	<b>113</b>	<b>732</b>	<b>969</b>	<b>1144</b>	<b>1275</b>

Effective Densities by Year (by Land Use)															
		Financing Assumptions													
		FY 2016	FY 2017	FY 2018	FY 2019	FY 2020									
Restaurants	Seats	113	732	969	1,144	1,275									
Hotel	Rooms	-	<i>note hotel pad is assumed as retail</i>												
Hotel Meeting	Seats	-	<i>to present the most conservative demand</i>												
Retail	Square Feet	-	5,250	7,000	9,200	15,800									
Beach	spaces	300	300	300	300	300									

## Annual Hours Parked

The first step in developing the pro forma is to convert the estimated peak hour and shared parking demand to actual parking duration based on rates published by the Urban Land Institute (Shared Parking, 1985) and current National Parking Association publications, supplemented by the local data discussed in the earlier sections, so that proposed rates can be applied and revenue estimated. The estimated annual hours parked are illustrated below for each of the development years and discussed in detail in the following paragraphs. The first development year is FY 2016.

Patron Demand Factors												
FY 2016		<i>convert uses to people</i>			<i>convert people to parkers</i>					<i>convert parkers to hours</i>		
Land Use	Generator	Size	Daily Turnover	Persons	Auto Occupancy	Daily Parkers	Capture rate or occupancy	Net daily parkers	Net Annual Parkers	Avg. Hourly Duration	Annual Parking Hours	Annual Parking Days
Restaurants	Seats	113	2.9	326	2.6	125	25%	94	34,350	2.2	75,571	
Hotel	Rooms	-	1.2	-	1	-	65%	-	-	n/a		-
Hotel Meeting	Seats	-	1.1	-	2	-	0%	-	-	2.5	-	
Retail	Square Feet	-	0.1	-	2.4	-	80%	-	-	1	-	
Beach	Visitor	300	2.25	675	2	338	0%	338	123,188	2.4	295,650	
						<i>total daily parkers ==&gt;</i>		432	<i>turn</i>	0.70		

The second year is as follows:

Patron Demand Factors												
FY 2017		<i>convert uses to people</i>			<i>convert people to parkers</i>					<i>convert parkers to hours</i>		
Land Use	Generator	Size	Daily Turnover	Persons	Auto Occupancy	Daily Parkers	Capture rate or occupancy	Net daily parkers	Net Annual Parkers	Avg. Hourly Duration	Annual Parking Hours	Annual Parking Days
Restaurants	Seats	731	2.9	2,121	2.6	816	25%	612	223,277	2.2	491,210	
Hotel	Rooms	-	1.2	-	1	-	65%	-	-	n/a		-
Hotel Meeting	Seats	-	1.1	-	2	-	0%	-	-	2.5	-	
Retail	Square Feet	5,250	0.1	525	2.4	219	80%	44	15,969	1	15,969	
Beach	Visitor	300	2.25	675	2	338	0%	338	123,188	2.4	295,650	
								<i>total daily parkers ==&gt;</i>	993	<i>turnover</i>	1.61	

The third year is as follows:

Patron Demand Factors													
FY 2018		<i>convert uses to people</i>			<i>convert people to parkers</i>					<i>convert parkers to hours</i>			
Land Use	Generator	Size	Daily Turnover	Persons	Auto Occupancy	Daily Parkers	Capture rate or occupancy	Net daily parkers	Net Annual Parkers	Avg. Hourly Duration	Annual Parking Hours	Annual Parking Days	
Restaurants	Seats	969	2.9	2,809	2.6	1,081	25%	810	295,795	2.2	650,748		
Hotel	Rooms	-	1.2	-	1	-	65%	-	-	n/a		-	
Hotel Meeting	Seats	-	1.1	-	2	-	0%	-	-	2.5	-		
Retail	Square Feet	7,000	0.1	700	2.4	292	80%	58	21,292	1	21,292		
Beach	Visitor	300	2.25	675	2	338	0%	338	123,188	2.4	295,650		
								<i>total daily parkers ==&gt;</i>	1,206	<i>turnover</i>	1.96		

The fourth year is as follows:

Patron Demand Factors												
FY 2019		<i>convert uses to people</i>			<i>convert people to parkers</i>					<i>convert parkers to hours</i>		
Land Use	Generator	Size	Daily Turnover	Persons	Auto Occupancy	Daily Parkers	Capture rate or occupancy	Net daily parkers	Net Annual Parkers	Avg. Hourly Duration	Annual Parking Hours	Annual Parking Days
Restaurants	Seats	1,144	2.9	3,317	2.6	1,276	25%	957	349,229	2.2	768,303	
Hotel	Rooms	-	1.2	-	1	-	65%	-	-	n/a		-
Hotel Meeting	Seats	-	1.1	-	2	-	0%	-	-	2.5	-	
Retail	Square Feet	9,200	0.1	920	2.4	383	80%	77	27,983	1	27,983	
Beach	Visitor	300	2.25	675	2	338	0%	338	123,188	2.4	295,650	
								<i>total daily parkers ==&gt;</i>	1,371	<i>turnover</i>	2.23	

The fifth (full build out) year is as follows:

Patron Demand Factors												
FY 2020		<i>convert uses to people</i>			<i>convert people to parkers</i>					<i>convert parkers to hours</i>		
Land Use	Generator	Size	Daily Turnover	Persons	Auto Occupancy	Daily Parkers	Capture rate or occupancy	Net daily parkers	Net Annual Parkers	Avg. Hourly Duration	Annual Parking Hours	Annual Parking Days
Restaurant	Seats	1,275	2.9	3,698	2.6	1,422	25%	1,067	389,304	2.2	856,469	
Hotel	Rooms	-	1.2	-	1	-	65%	-	-	n/a		-
Hotel Meeting	Seats	-	1.1	-	2	-	0%	-	-	2.5	-	
Retail	Square Feet	15,800	0.1	1,580	2.4	658	80%	132	48,058	1	48,058	
Beach	Visitor	300	2.25	675	2	338	0%	338	123,188	2.4	295,650	
								<i>total daily parkers ==&gt;</i>	1,536	<i>turnover</i>	2.50	

The first step in the analysis is to estimate the number of persons that would be generated by each land use on a typical day by estimating the capacity of the space and then by estimating the number of times that space would “turnover” through the course of the day. For example, if a restaurant serves 200 patrons a day and has 100 seats, its turnover would be 200 divided by 100 or 2.

Because the project is expected to have a variety of restaurants, a blended turnover rate of 2.9 was applied to the total capacity. Establishments that are more beach oriented or casual would be expected to have a much higher rate, while more formal restaurants might be expected to have a lower rate.

Hotel users are expected in two categories, room guests and meetings, which must be estimated separately. The room guest category is estimated by applying a turnover rate of 1.2 to reflect one user for each room plus an additional 0.2 to account for employees.

Meetings are estimated to turnover only once per day, reflecting the limited facilities anticipated on the site and the fact that these estimates are being averaged over the course of an entire year. We would anticipate another 0.1 turnover would be observed to account for incremental employee additions for these meetings.

The retail category is shown with a turnover of 0.1 per thousand square feet, which is a mathematical representation of a daily anticipated customer count of 100 customers for every thousand square feet of space. This daily estimate is based on the developer's description of the character of the space as high activity, beach oriented stores such as surf shops and convenience retail catering to the beachgoer.

Finally, recreational beachgoer daily turnover was based on the experience of Pompano Beach over the past two years since the improvement projects were undertaken and meter revenue has been available. Beginning with the baseline assumption that a relatively consistent supply of 300 spaces would be ideal (compared to the current supply of off street spaces), a blended turnover of 2.25 would appear to mimic current experience and our observations.

Next, the number of daily users for each generator must be converted to Net Annual Parkers (or vehicles parked) by applying a factor to account for how many people are in each vehicle and how many people are actually unique to each land use (as opposed to those already there, generated by another use in the project or area). The applied factors and rationale are discussed below.

Restaurant users are estimated to arrive at a rate of 2.6 persons per auto, indicating a tendency for patrons to arrive in groups of 2 to 3 persons. Further, it was estimated that 25 percent of the restaurant patrons would be generated by the other uses nearby such as the hotel guests or the beachgoers. This number will likely be substantially higher for the casual dining or high turnover kiosks but lower for the more formal dining experience.

Hotel users are not expected to share vehicles and so are given an auto occupancy of 1.0 persons per vehicle. A 65 percent occupancy factor is applied to the hotel demand to reflect long term annual occupancy rates in the hotel industry nationally. Hotel meeting attendees (this includes non meeting events such as weddings) are estimated to experience a 2.0 persons per vehicle rate of occupancy and these persons are estimated to be unique to the event or meeting and not generated by any other use in the project or area.

Retail patrons are forecast to arrive at a rate of 2.4 persons per auto but only 20 percent of the patrons are expected to be unique to the retail stores, and 80 percent are forecast to be at the site for other reasons. This is consistent with the developer's stated intention of seeking tenants that would be attracted to a beach location (surf shop, sun protection products, towels, incidentals) and would take advantage of the pier and recreational user.

Beachgoers are estimated to arrive at an average of 2.0 persons per auto over the course of the year. There is no reduction for shared uses since the beachgoer is the source of all other shared users in the project. After observing the

beach parking operations over the last three years, LMG has found that while the occupancy rate is likely higher during peak periods and holiday seasons, the majority of the days of the year would be closer to this value.

Parking duration estimates are the last step prior to estimating revenue generation. The model is highly sensitive to the duration in an area where the majority of the parkers are paying hourly by space. Therefore, whenever estimating duration, we have chosen to utilize the low end of an acceptable range so that the resulting revenue ends up at the low end of the range.

Restaurant users can be expected to remain parked for a duration of 2 to 3 hours. For purposes of this analysis, we applied a factor of 2.2 hours to reflect the lowest reasonable range of revenue, assuming a 2.0 hour restaurant experience plus 0.2 hours for walking to and from the restaurant or strolling at the beach.

Hotel Guests are not estimated by duration because they will be charged by the day in a wholesale parking arrangement with the hotel operator.

Meeting Attendees will average 2.5 hours for each vehicle, which is a blended rate between weekday luncheon or dinner meetings and weekend weddings and similar family events.

Retail patrons that drive exclusively for the purpose of this destination are expected to have an average duration of 1.0 hour.

Beachgoers are expected to stay for a duration consistent with existing experience at the surface lot and Pompano Beach Boulevard, or 2.4 hours.

## **Revenue Generation**

The next step in pro forma development is the estimation of revenues based on the hours of parking forecast in the previous step. Given that the City has maintained its rate at the lower range of parking rates in coastal Broward County, we have a high degree of confidence in the ability of the Parking Enterprise Fund to generate these revenues given the apparent elasticity in the rates in the area. Again, to emphasize the conservative approach to the analysis, the hourly rates used to develop the forecasts were at \$1.25 per hour, which is the rate currently in force. Valet parking is considered important to the restaurant operation, and is assigned a rate of \$7.50 per parking event, regardless of duration.

The resulting revenue generation for each of the first five years of operation from each use is summarized in the following table and discussed in the subsequent text:

First year revenue

<b>FY 2016</b>											
<b>Parker Gross Revenue Generation</b>		<i>Calculate Valet Revenue</i>				<i>Calculate Self Park Revenue</i>					
	<b>Annual Hours or Events</b>	<b>Pct Valet</b>	<b>Valet Revenue</b>	<b>Valet Operating Cost</b>	<b>Adjusted Gross Valet Revenue</b>	<b>Pct Self Park</b>	<b>Self Park Revenue</b>	<b>Revenue Split with hotel</b>	<b>Adjusted Self Park Revenue</b>	<b>Total Adj Gross Revenue</b>	<b>remarks</b>
Restaurants	75,571	0%	\$0	see expense	\$0	100%	\$94,463		\$94,463	\$94,463	valet cost is in operating cost est
Retail	-	2%	\$0	see expense	\$0	98%	\$0		\$0	\$0	valet cost is in operating cost est
Beach	295,650	2%	\$18,478	see expense	\$18,478	98%	\$362,171		\$362,171	\$380,649	valet cost is in operating cost est
									<b>TOTAL</b>	<b>\$475,113</b>	

Second year revenue:

<b>FY 2017</b>											
<b>Parker Gross Revenue Generation</b>		<i>Calculate Valet Revenue</i>				<i>Calculate Self Park Revenue</i>					
	<b>Annual Hours/Events</b>	<b>Pct Valet</b>	<b>Valet Revenue</b>	<b>Valet Operating Cost</b>	<b>Adjusted Gross Valet Revenue</b>	<b>Pct Self Park</b>	<b>Self Park Revenue</b>	<b>Revenue Split with hotel</b>	<b>Adjusted Self Park Revenue</b>	<b>Total Adj Gross Revenue</b>	<b>remarks</b>
Restaurants	491,210	25%	\$418,645	see expense	\$418,645	75%	\$460,510		\$460,510	\$879,155	valet cost is in operating cost est
Retail	15,969	2%	\$2,395	see expense	\$2,395	98%	\$19,562		\$19,562	\$21,957	valet cost is in operating cost est
Beach	295,650	2%	\$18,478	see expense	\$18,478	98%	\$362,171		\$362,171	\$380,649	valet cost is in operating cost est
									<b>TOTAL</b>	<b>\$1,281,761</b>	

Third year revenue:

<b>FY 2018</b>											
<b>Parker Gross Revenue Generation</b>		<i>Calculate Valet Revenue</i>				<i>Calculate Self Park Revenue</i>					
	Annual Hours/Events	Pct Valet	Valet Revenue	Valet Operating Cost	Adjusted Gross Valet Revenue	Pct Self Park	Self Park Revenue	Revenue Split with hotel	Adjusted Self Park Revenue	Total Adj Gross Revenue	remarks
Restaurants	650,748	25%	\$554,615	see expense	\$554,615	75%	\$610,077		\$610,077	\$1,164,692	valet cost is in operating cost est
Retail	21,292	2%	\$3,194	see expense	\$3,194	98%	\$26,082		\$26,082	\$29,276	valet cost is in operating cost est
Beach	295,650	2%	\$18,478	see expense	\$18,478	98%	\$362,171		\$362,171	\$380,649	valet cost is in operating cost est
									<b>TOTAL</b>	<b>\$1,574,617</b>	

Fourth year revenue:

<b>FY 2019</b>		<i>Calculate Valet Revenue</i>				<i>Calculate Self Park Revenue</i>				<b>Total Adj Gross Revenue</b>	<b>remarks</b>
<b>Parker Gross Revenue Generation</b>		<b>Pct Valet</b>	<b>Valet Revenue</b>	<b>Valet Operating Cost</b>	<b>Adjusted Gross Valet Revenue</b>	<b>Pct Self Park</b>	<b>Self Park Revenue</b>	<b>Revenue Split with hotel</b>	<b>Adjusted Self Park Revenue</b>		
Restaurants	768,303	25%	\$654,804	see expense	\$654,804	75%	\$720,284		\$720,284	\$1,375,088	valet cost is in operating cost est
Retail	27,983	2%	\$4,198	see expense	\$4,198	98%	\$34,280		\$34,280	\$38,477	valet cost is in operating cost est
Beach	295,650	2%	\$18,478	see expense	\$18,478	98%	\$362,171		\$362,171	\$380,649	valet cost is in operating cost est
									<b>TOTAL</b>	<b>\$1,794,214</b>	

Fifth (Build out) year revenue:

<b>FY 2020</b>											
<b>Parker Gross Revenue Generation</b>		<i>Calculate Valet Revenue</i>				<i>Calculate Self Park Revenue</i>					
	<b>Annual Hours/Events</b>	<b>Pct Valet</b>	<b>Valet Revenue</b>	<b>Valet Operating Cost</b>	<b>Adjusted Gross Valet Revenue</b>	<b>Pct Self Park</b>	<b>Self Park Revenue</b>	<b>Revenue Split with hotel</b>	<b>Adjusted Self Park Revenue</b>	<b>Total Adj Gross Revenue</b>	<b>remarks</b>
Restaurants	856,469	25%	\$729,945	see expense	\$729,945	75%	\$802,940		\$802,940	\$1,532,885	valet cost is in operating cost est
Retail	48,058	2%	\$7,209	see expense	\$7,209	98%	\$58,871		\$58,871	\$66,080	valet cost is in operating cost est
Beach	295,650	2%	\$18,478	see expense	\$18,478	98%	\$362,171		\$362,171	\$380,649	valet cost is in operating cost est
									<b>TOTAL</b>	<b>\$1,979,614</b>	

As in the previous discussion, each use is estimated individually, accounting for some split between valet users and self parkers. For the restaurants, valet is forecast to be a meaningful portion of the business, comprising a quarter of all the parking events. The remaining uses are all forecast to see a nominal utilization of the valet, perhaps at special events and the like, at one in fifty vehicles.

## Expenses

Operating expenses associated with the garage were estimated based on LMG's previous experience and consultation with a large local operator, with the exception of contractual costs solicited directly by the City for management of the garage and valet operations. While a garage of this size can easily be fully automated, it was anticipated that the City will desire a high level of service for the user that will require "parking ambassadors" and active management. In addition, the valet operation will add labor costs that are accounted for in this estimate. The next largest category of expense will be building power for lighting and the elevator system. The balance of the categories reflects typical experience in a building this size.

Since the previous study, the City has contractually retained third party management services (Denison Parking) for its overall parking operations, inclusive of the management of the parking citation program. In addition, the contractor submitted a bid for garage and valet management services, the proposed expenses for which have been incorporated in the following table. The contractual management expenses are fixed for three years, so the cash flows remain the same until the fourth year when they are escalated by the selected annual inflation rate. It is anticipated that the garage will be open May 2016 and as such garage management expenses have been prorated for that fiscal year. It is anticipated that the valet operations will not commence until fiscal year 2017 (January 1) when planned restaurants to be serviced by the valet services will come online.

<b>EXPENSES:</b>	Monthly	Pro Forma Baseline Annual Expense
Professional Services – Garage Management (Denison Parking)	\$13,964	\$167,568
Claims/Accidents	\$150	\$1,800
Facility Insurance Premiums	\$800	\$9,600
Supplies	\$600	\$7,200
Repairs and Maintenance	\$300	\$3,600
Licenses and Permits	\$100	\$1,200
Telecommunications	\$350	\$4,200
Sweeping/Power Washing	\$750	\$9,000
Professional Services (Other)	\$50	\$600
Printing and Copying	\$150	\$1,800
Signs	\$350	\$4,200
Credit Card Processing Fees	\$1,096	\$13,152
Building Power	\$1,666	\$19,992
Utilities (water/sewer)	\$500	\$6,000
Miscellaneous	\$1,000	\$12,000
<b>Subtotal Expenses (without valet)</b>	<b>\$21,826</b>	<b>\$261,912</b>
Professional Services (Valet-Denison Parking-to come online in FY 2017)	\$8,277	\$99,321
<b>Total Expenses with valet</b>		<b>\$361,233</b>

## **Cash Flow Projections**

The above estimates of revenues and expenses were combined to develop long term cash flow projections for use in developing system operations plans and future debt service models. In consultation with the City's Finance Department, a compound annual growth rate of 3% was applied to both revenue (after the Pier Development Project five year lease up period) and Parking Enterprise Fund operating expenses (expenses after the first three years) to develop a 25 year model. This rate is not meant to predict an annual event regarding rates or expense experience, but rather to smooth out variations expected over the time horizon and provide a guide to planning future operations and financial commitments. The projected cash flows are illustrated below.

It should be noted that projections included herein represents assumptions and expectations in light of LMG's industry experience and reliance on currently available information. These projections are further based on industry trends, data specific to the City's experience and other factors, and they involve risks, variables and uncertainties. As a result, actual performance results may differ from those projected. Consequently, no guarantee is presented or implied as to the accuracy of specific projections contained herein.

**Pier Parking Garage and Other Project Components (The Project)**

**Projections of Income and Expense**

			FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Adjusted Gross Revenue	CAGR	3%	none	\$475,113	\$1,281,761	\$1,574,617	\$1,794,214	\$1,979,614	\$2,039,003
Operating Expense	CAGR	3%	none	\$164,723	\$336,403	\$361,233	\$372,070	\$383,232	\$394,729
Net Revenue (The Project)			none	\$310,390	\$945,358	\$1,213,384	\$1,422,144	\$1,596,382	\$1,644,274
			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Adjusted Gross Revenue	CAGR	3%	\$2,100,173	\$2,163,178	\$2,228,073	\$2,294,916	\$2,363,763	\$2,434,676	\$2,507,716
Operating Expense	CAGR	3%	\$406,571	\$418,768	\$431,331	\$444,271	\$457,599	\$471,327	\$485,467
Net Revenue (The Project)			\$1,693,602	\$1,744,410	\$1,796,742	\$1,850,645	\$1,906,164	\$1,963,349	\$2,022,249
			FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035
Adjusted Gross Revenue	CAGR	3%	\$2,582,948	\$2,660,436	\$2,740,249	\$2,822,457	\$2,907,131	\$2,994,344	\$3,084,175
Operating Expense	CAGR	3%	\$500,031	\$515,032	\$530,483	\$546,397	\$562,789	\$579,673	\$597,063
Net Revenue (The Project)			\$2,082,917	\$2,145,404	\$2,209,766	\$2,276,059	\$2,344,341	\$2,414,672	\$2,487,112
			FY 2036	FY 2037	FY 2038	FY 2039			
Adjusted Gross Revenue	CAGR	3%	\$3,176,700	\$3,272,001	\$3,370,161	\$3,471,266			
Operating Expense	CAGR	3%	\$614,975	\$633,424	\$652,427	\$672,000			
Net Revenue (The Project)			\$2,561,725	\$2,638,577	\$2,717,734	\$2,799,266			

**Note:** Operating expenses exclude valet operational expenses in 2016 as valet starts 1/1/17. Garage mgmt. expenses prorated as of opening 5/1/16. Expenses are inflated starting in 2019 by 3% and Revenues by 3% starting in 2021.

CAGR=Compound Annual Growth Rate

Parking Enterprise Fund Projected Cash Flows	FISCAL YEAR						
	2015	2016	2017	2018	2019	2020	2021
NET REVENUES (THE PROJECT)	-	310,390	945,358	1,213,38	1,422,14	1,596,38	1,644,27
CURRENT PARKING (NON PROJECT) NET REVENUES	500,000	500,000	500,000	500,000	500,000	500,000	500,000
SURPLUS FUNDS	500,000	810,390	1,445,35	1,713,38	1,922,14	2,096,38	2,144,27
	FISCAL YEAR						
	2022	2023	2024	2025	2026	2027	2028
NET REVENUES (THE PROJECT)	1,693,602	1,744,410	1,796,742	1,850,645	1,906,164	1,963,349	2,022,249
CURRENT PARKING (NON PROJECT) NET REVENUES	500,000	500,000	500,000	500,000	500,000	500,000	500,000
SURPLUS FUNDS	2,193,602	2,244,410	2,296,742	2,350,645	2,406,164	2,463,349	2,522,249
	FISCAL YEAR						
	2029	2030	2031	2032	2033	2034	2035
NET REVENUES (THE PROJECT)	2,082,917	2,145,404	2,209,766	2,276,059	2,344,341	2,414,672	2,487,112
CURRENT PARKING (NON PROJECT) NET REVENUES	500,000	500,000	500,000	500,000	500,000	500,000	500,000
SURPLUS FUNDS	2,582,917	2,645,404	2,709,766	2,776,059	2,844,341	2,914,672	2,987,112
	FISCAL YEAR						
	2036	2037	2038	2039	2040		
NET REVENUES (THE PROJECT)	2,561,725	2,638,577	2,717,734	2,799,266	2,883,244		
CURRENT PARKING (NON PROJECT) NET REVENUES	500,000	500,000	500,000	500,000	500,000		
SURPLUS FUNDS	3,061,725	3,138,577	3,217,734	3,299,266	3,383,244		

**Note:** This table reflects projected “Project” and current parking system net revenues (as they exist today) that may provide an additional source of non-ad valorem revenue available as a source of repayment for financing obtained for The Project.

**CITY OF POMPANO BEACH, FLORIDA**

**TAXABLE CERTIFICATES OF PARTICIPATION  
(PARKING GARAGE PROJECT),  
SERIES 2015**

**ORDINANCE NO. 2015-30**

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**ORDINANCE NO. 2015-30**

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA APPROVING THE FORM, AND AUTHORIZING THE EXECUTION OF, A GROUND LEASE; APPROVING THE FORM, AND AUTHORIZING THE EXECUTION OF A TRUST AGREEMENT TO PROVIDE FOR THE ISSUANCE OF NOT EXCEEDING \$24,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF TAXABLE CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT), SERIES 2015, IN ADDITION TO COMPLETION CERTIFICATES AND REFUNDING CERTIFICATES; APPOINTING A FINANCIAL INSTITUTION TO SERVE AS TRUSTEE UNDER THE TRUST AGREEMENT; APPROVING THE FORMS, AND AUTHORIZING EXECUTION OF, A LEASE-PURCHASE AGREEMENT AND LEASE SCHEDULE TO THE LEASE-PURCHASE AGREEMENT TO REFLECT ISSUANCE OF THE TAXABLE CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT), SERIES 2015; APPROVING THE FORM OF AN ASSIGNMENT OF LEASES; AUTHORIZING THE NEGOTIATED SALE OF THE TAXABLE CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT), SERIES 2015 AND ESTABLISHING CERTAIN PARAMETERS OF SUCH SALE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CERTIFICATE PURCHASE AGREEMENT, SUBJECT TO THE PARAMETERS SET FORTH HEREIN PERTAINING TO THE SALE OF THE TAXABLE CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT), SERIES 2015; AUTHORIZING OBTAINING A COMMITMENT FOR THE ISSUANCE OF A MUNICIPAL BOND INSURANCE POLICY AND/OR RESERVE ACCOUNT SURETY BOND SECURING THE TAXABLE CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT), SERIES 2015 AND THE EXECUTION OF RELATED AGREEMENTS WITH THE INSURER; APPROVING A FORM OF PRELIMINARY OFFERING STATEMENT AND AUTHORIZING EXECUTION AND DELIVERY OF A FINAL OFFERING STATEMENT; APPROVING THE FORM OF AND AUTHORIZING EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE; AUTHORIZING ALL REQUIRED ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE TAXABLE CERTIFICATES OF PARTICIPATION (PARKING GARAGE PROJECT), SERIES 2015; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1. AUTHORITY FOR THIS ORDINANCE; DEFINITIONS.** The City of Pompano Beach, Florida (the “City”) is authorized to adopt this ordinance (the “Ordinance”) under the authority granted by the provisions of the City Charter of the City (the “City Charter”), Chapter 166, Florida Statutes, as amended, and other applicable provisions of law. All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Trust Agreement (hereinafter defined), unless otherwise provided or unless the context otherwise clearly requires.

**SECTION 2. FINDINGS.** It is hereby found and determined that:

A. The City has the power, under the City Charter of the City, Chapter 166, Florida Statutes, as amended, and other applicable provisions of law to receive, purchase, acquire, lease, sell, hold, transmit and convey title to real and personal property for the purpose of providing municipal facilities and improvements and to enter into lease or lease purchase agreements with respect to real and personal property for such purpose.

B. The City is the owner of certain real property (the “Land”) within the City adjacent to the City’s public beach and public pier area, as more fully described in the Ground Lease (hereinafter defined). A portion of such Land is described as the “beach parking lot” or “pier parking lot” in the City Charter. The City hereby determines it is necessary and in the best interests of the City to lease-purchase, finance and refinance, all or in part, the acquisition, construction and installation of a new public parking garage and appurtenant public facilities and related public improvements, including roadways (which may include associated signalization), water, sewer and drainage facilities, landscaping and on-street parking spaces, as shall be finally described in the hereinafter defined

Lease Schedule (collectively, the “Project”). The City further finds and determines that the lease of the portion of the Land described as the “beach parking lot” or “pier parking lot” in the City Charter as contemplated by the Ground Lease and the Lease Purchase Agreement (as such terms are hereinafter defined) provides a benefit to the public at large as contemplated by the City Charter. The Ground Lease and the Lease Purchase Agreement require that such portion of the Land be used as the site of public parking garage for the benefit of the public at large throughout the term of the Ground Lease.

C. In furtherance of the foregoing, the City, as ground lessor, and the Pompano Beach Finance Corporation, a Florida not-for profit corporation (the “Corporation”), as ground lessee, desire to enter into a written ground lease agreement substantially in the form attached hereto (the “Ground Lease”) with respect to the Land, pursuant to which the City will ground lease the Land to the Corporation. Contemporaneously therewith, the Corporation, as lessor, and the City, as lessee, desire to enter into a written lease purchase-agreement substantially in the form attached hereto (the “Lease Purchase Agreement”) to provide for the lease of the Land back to the City and the lease-purchase and financing of the Project by the City and a Lease Schedule to the Lease Purchase Agreement to reflect, among other matters, the schedule of Basic Rent Payments to be made by the City relating to the Land and the Project (the “Lease Schedule” and, together with the Lease Purchase Agreement, the “Lease”), subject to the terms and conditions of the Lease.

D. The City and the Corporation will provide for the payment of the cost of acquiring, constructing and installing the Project by (a) establishing a trust and assigning to The Bank of New York Mellon Trust Company, N.A. (the “Trustee”) as trustee under a Trust Agreement (the “Trust Agreement”), as same may be supplemented from time to time, among the City, the Corporation and the Trustee, substantially all of the Corporation’s right, title and interest in the Lease, (b) directing

the Trustee to execute and deliver not exceeding \$24,000,000 in aggregate principal amount of Taxable Certificates of Participation (Parking Garage Project), Series 2015, evidencing undivided proportionate interests in the right to receive Basic Rent Payments to be made by the City pursuant to the Lease (the "Series 2015 Certificates") (in addition to Completion Certificates and Refunding Certificates which may be issued under the Trust Agreement in accordance with the terms thereof, which are referred to collectively with the Series 2015 Certificates as the "Certificates"), and (c) directing the Trustee to hold the proceeds of the sale of the Certificates in trust, subject to application to pay the costs, all or in part, of the acquisition, construction and installation of the Project and to make payments to holders of the Certificates.

E. Due to the present volatility of the market for instruments such as the Series 2015 Certificates, and the complexity of the transactions relating to the Series 2015 Certificates, it is in the best interest of the City for the Series 2015 Certificates to be sold by a delegated, negotiated sale, rather than at a specified advertised date, in order to permit the Series 2015 Certificates to be sold at the most advantageous time and to obtain the best possible price and interest rates for the Series 2015 Certificates.

F. RBC Capital Markets, LLC (the "Underwriter") has offered to purchase the Series 2015 Certificates by negotiated sale and has submitted to the City and the Corporation a Certificate Purchase Agreement in the form attached hereto (the "Certificate Purchase Agreement"). The Underwriter will provide the City with a disclosure and truth-in-bonding statement containing the information required by Section 218.385, Florida Statutes prior to acceptance by the City of the Underwriter's offer to purchase the Series 2015 Certificates.

G. It is now appropriate to authorize the lease-purchase and financing and refinancing of the Project through the issuance of the Certificates and to determine the terms and details of the

Series 2015 Certificates, subject to the Parameters (hereinafter defined), among other matters related thereto.

H. All amounts payable by the City in connection with the lease-purchase and financing and refinancing of the Project, including all Basic Rent Payments due under the Lease, shall be payable solely from unpledged and legally available funds appropriated for such purpose by the City and it will not be necessary nor has there been authorized the levy of taxes on any property in the City to pay for same, and the full faith and credit of the City is not pledged for payment of such sums.

**SECTION 3. APPROVAL AND AUTHORIZATION OF LEASE-PURCHASE AND FINANCING AND REFINANCING OF THE PROJECT.** The City hereby approves and authorizes the lease-purchase and financing and refinancing, all or in part, of the Project. The City has previously declared its intent to reimburse certain costs of the Project incurred prior to the issuance of the Series 2015 Certificates from proceeds of the Series 2015 Certificates. Any such costs to be so reimbursed shall be specified in the Lease Schedule.

**SECTION 4. GROUND LEASE.** The Ground Lease, substantially in the form submitted at this meeting and attached hereto as Exhibit A, is hereby approved, with such insertions, modifications and changes as are necessary and appropriate to further evidence the details of the lease-purchase and financing of Project, consistent with the Parameters, and approved by the City Manager of the City (the “City Manager”), in consultation with the City Attorney and the City’s Special Counsel. Upon such approval, either of the Mayor of the City (the “Mayor”) or the Vice Mayor of the City (the “Vice Mayor”), or their respective designee, is hereby authorized and directed to execute, and the City Clerk of the City or her designee (collectively, the “City Clerk) is hereby authorized to attest, such instrument. The execution of the Ground Lease by the Mayor or Vice

Mayor or their respective designee shall constitute conclusive evidence of the approval thereof. The City also authorizes the execution and delivery of a notice or summary of the Ground Lease in the form of a memorandum with respect to the Ground Lease and the recording thereof in the official Public Records of Broward County, Florida.

**SECTION 5. TRUST AGREEMENT.** The Trust Agreement, substantially in the form submitted at this meeting and attached hereto as Exhibit B, is hereby approved, with such insertions, modifications and changes as are necessary and appropriate to further evidence the details of the lease-purchase and financing of Project, consistent with the Parameters, and approved by the City Manager, in consultation with the City Attorney and the City's Special Counsel. Upon such approval, either of the Mayor or the Vice Mayor, or their respective designee, is hereby authorized and directed to execute, and the City Clerk is hereby authorized to attest, such instrument. The execution of the Trust Agreement by the Mayor or Vice Mayor or their respective designee shall constitute conclusive evidence of the approval thereof. The Bank of New York Mellon Trust Company, N.A. is hereby appointed to serve as the Trustee under the Trust Agreement and other financing documents pertaining to the Certificates.

**SECTION 6. LEASE-PURCHASE AGREEMENT AND LEASE SCHEDULE.** The Lease-Purchase Agreement and Lease Schedule, each substantially in the form submitted at this meeting and attached hereto as Exhibit C, are hereby approved, with such insertions, modifications and changes as are necessary and appropriate to further evidence the details of the lease-purchase and financing of Project, consistent with the Parameters, and approved by the City Manager, in consultation with the City Attorney and the City's Special Counsel. Upon such approval, either of the Mayor or the Vice Mayor, or their respective designee, is hereby authorized and directed to execute, and the City Clerk is hereby authorized to attest such instruments. The execution of the Lease-

Purchase Agreement and Lease Schedule by the Mayor or Vice Mayor or their respective designee shall constitute conclusive evidence of the approval thereof. The City also authorizes the execution and delivery of a notice or summary of the Lease in the form of a memorandum with respect to the Lease and the recording thereof in the official Public Records of Broward County, Florida.

**SECTION 7. ASSIGNMENT AGREEMENT.** The Assignment of Leases between the Corporation and the Trustee (the “Assignment Agreement”), substantially in the form submitted at this meeting and attached hereto as Exhibit D, is hereby approved, with such insertions, modifications and changes as are necessary and appropriate to further evidence the details of the lease-purchase and financing of Project, consistent with the Parameters, and approved by the City Manager, in consultation with the City Attorney and the City’s Special Counsel. The execution of the Assignment Agreement by the Corporation and the Trustee shall constitute conclusive evidence thereof.

**SECTION 8. CERTIFICATE PURCHASE AGREEMENT.** The Series 2015 Certificates shall be sold to the Underwriter upon the terms and conditions set forth in the Certificate Purchase Agreement. The Certificate Purchase Agreement, substantially in the form annexed hereto as Exhibit E, is hereby approved, with such insertions, deletions, modifications and changes as are necessary and appropriate to further evidence the details of the lease-purchase and financing of Project, consistent with the Parameters, and approved by the City Manager, in consultation with the City Attorney and the City’s Special Counsel, and, upon such approval, either of the Mayor or Vice Mayor, or their respective designee, is hereby authorized and directed to execute, and the City Clerk is hereby authorized and directed to attest, such instrument and accept the disclosure and truth-in-bonding statement to be provided by the Underwriter pursuant to Section 218.385, Florida Statutes; provided, however, such Certificate Purchase Agreement shall be subject to the following

parameters (collectively, the “Parameters”): (i) the aggregate principal amount of the Series 2015 Certificates shall not exceed \$24,000,000, (ii) the final maturity of the Series 2015 Series 2015 Certificates shall not be later than January 1, 2046 ; (iii) the true interest rate per annum on the Series 2015 Certificates shall not exceed 5.50%; (iv) the Series 2015 Certificates shall be subject to optional redemption not later than approximately ten years from their date of issuance at a redemption price of par; and (v) the price (exclusive of original issue discount) at which the Series 2015 Certificates shall be sold to the Underwriter shall not be less than 99% of the amount for which the Series 2015 Certificates are initially offered to the public as reflected in the final Offering Statement referred to in Section 9 hereof. The execution and delivery of the Certificate Purchase Agreement as aforesaid shall constitute conclusive evidence of the approval thereof.

**SECTION 9. PRELIMINARY OFFERING STATEMENT AND OFFERING STATEMENT.** The Preliminary Offering Statement relating to the Series 2015 Certificates in substantially the form submitted at this meeting and attached hereto as Exhibit F (the “Preliminary Offering Statement”), is hereby approved with respect to the information therein contained, with such insertions, deletions, modifications and changes as are necessary and appropriate to further evidence the details of the lease-purchase and financing of Project, consistent with the Parameters, and approved by the City Manager, in consultation with the City Attorney, the City’s Financial Advisor and the City’s Special Counsel and Disclosure Counsel. The distribution and use of the Preliminary Offering Statement in connection with the public offering for sale of the Series 2015 Certificates is hereby authorized. The execution by the Mayor or Vice Mayor or their respective designee of a certificate deeming the Preliminary Offering Statement final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 is hereby authorized. Either of the Mayor or the Vice Mayor, or their respective designee, is hereby authorized to execute, and the City Clerk is

hereby authorized to attest, a final Offering Statement to be dated the date of the sale of the Series 2015 Certificates to the Underwriter (the “Offering Statement”), and, upon such execution, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2015 Certificates. The Offering Statement shall contain such information as necessary to confirm the details of the Series 2015 Certificates. The execution and delivery of the Offering Statement by the Mayor or the City Manager or their respective designee shall constitute conclusive evidence of the approval thereof. The City hereby authorizes the Offering Statement and the information contained therein to be used in connection with the offering and sale of the Series 2015 Certificates.

**SECTION 10. INSURANCE MATTERS.** If it is determined by the City Manager, in consultation with the City’s Financial Advisor, that obtaining a municipal bond insurance policy with respect to all or a portion of the Series 2015 Certificates will provide a lower interest cost on the Series 2015 Certificates than if the Series 2015 Certificates are not insured, obtaining such municipal bond insurance policy is hereby authorized and approved. If it is determined by the City Manager, in consultation with the City’s Financial Advisor, that it is necessary in order to market the Series 2015 Certificates to fund the Reserve Account for the Series 2015 Certificates, obtaining a Reserve Account Surety Bond to fund the Reserve Account, in whole or in part, is hereby authorized and approved. Either of the Mayor or the Vice Mayor, or their respective designee, is hereby authorized to execute, and the City Clerk is hereby authorized to attest, in consultation with the City Attorney, the City’s Financial Advisor and the City’s Special Counsel, any agreements with the provider of such municipal bond insurance policy and/or Reserve Account Surety Bond necessary to set forth the requirements of such provider.

**SECTION 11. CONTINUING DISCLOSURE.** The Continuing Disclosure Certificate to be executed by the City at the time of issuance of the Series 2015 Certificates (the “Continuing

Disclosure Certificate”), substantially in the form attached as Exhibit G, is hereby authorized and approved, with such insertions, modifications and deletions as are approved by the City Manager. Either of the Mayor or the City Manager, or their respective designee, is hereby authorized to execute, and the City Clerk is hereby authorized to attest, the Continuing Disclosure Certificate. The execution and delivery of the Continuing Disclosure Certificate by the Mayor or the City Manager or their respective designee shall constitute conclusive evidence of the approval thereof.

**SECTION 12. GENERAL AUTHORITY.** The Mayor, Vice Mayor, City Manager, City Clerk and any other proper officials of the City are hereby authorized to do all acts and things required of them by this ordinance, the Ground Lease, the Lease, the Trust Agreement, the Assignment Agreement, the Certificate Purchase Agreement, the Offering Statement, and the Series 2015 Certificates, or that may otherwise be desirable or consistent with accomplishing the full, punctual and complete performance of all the terms, covenants and agreements contained in any of the foregoing and each member, employee, attorney and officer of the City is hereby authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated thereby.

**SECTION 13. SEVERABILITY AND INVALID PROVISIONS.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

**SECTION 14. EFFECTIVE DATE.** This Ordinance shall be effective as the date of its passage and enactment.

PASSED AND ADOPTED on second reading this 24th day of March, 2015.

PASSED AND ENACTED on first reading this 14th day of April, 2015.

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LAMAR FISHER, MAYOR

ATTEST:

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ASCELETA HAMMOND, CITY CLERK

**EXHIBIT A**  
**FORM OF GROUND LEASE**

**GROUND LEASE AGREEMENT**

**Between**

**CITY OF POMPANO BEACH, FLORIDA  
as Lessor**

**AND**

**POMPANO BEACH FINANCE CORPORATION,  
as Lessee**

**Dated as of May 1, 2015**

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## **GROUND LEASE AGREEMENT**

This **GROUND LEASE AGREEMENT** is dated as of May 1, 2015 (this “Ground Lease”) and is entered into between the **CITY OF POMPANO BEACH, FLORIDA**, a municipal corporation of the State of Florida, as lessor (the “City”) and **POMPANO BEACH FINANCE CORPORATION**, a not-for-profit corporation organized and existing under and pursuant to Chapter 617, Florida Statutes, as amended, as lessee (the “Corporation”). All capitalized terms used herein and not otherwise defined herein will have the meaning set forth in the Trust Agreement (hereinafter defined).

### **WITNESSETH:**

**WHEREAS**, the City and the Corporation, respectively, are authorized to enter into this Ground Lease and said Lease Agreement pursuant to the Act and other applicable law and, in the case of the Corporation, the Corporation Resolution; and

**WHEREAS**, the City is the owner of certain real property located in the City and described in Exhibit A attached hereto (which real property, together with all buildings, structures and improvements now or hereafter erected or situated thereon, any easements or other rights or privileges in adjoining property inuring to the fee simple owner of such land by reason of ownership of such land, and all fixtures, additions or alterations thereto, or replacements thereof, now or hereafter located in, on or used in connection with or attached or made to such land to the extent title thereto may vest in the City is hereinafter referred to as the “Land”); and

**WHEREAS**, the City desires to lease-purchase and finance all or a portion of the costs of the acquisition, construction, installation, and equipping of a new parking garage (as more fully defined in the hereinafter defined Lease, the “Parking Garage”) and appurtenant facilities and related improvements, as more fully described in the Lease, to be located on the Land (collectively, the “Project”); and

**WHEREAS**, the portion of the Land on which the Parking Garage included in the Project will be constructed is legally described on Exhibit A-1 hereto (the “Parking Garage Land”) and the portion of the Land on which the balance of the Project will be constructed or otherwise implemented is legally described on Exhibit A-2 hereto; and

**WHEREAS**, in order to facilitate the Project, the City and the Corporation will contemporaneously herewith enter into a Lease-Purchase Agreement dated as of May 1, 2015 (as the same may be amended or supplemented from time to time, the “Lease Agreement”) and a Lease Schedule to the Lease Agreement, which Lease Schedule, together with the terms and provisions of the Lease Agreement, constitutes a lease (as the same may be amended or supplemented from time to time, the “Lease”) of the Land and the Project; and

**WHEREAS**, the performance and obligations of the City hereunder and under the Lease are contingent upon an annual appropriation by the City; and

**WHEREAS**, provisions for the payment of the cost of acquiring, constructing and installing the Project has been made by (a) establishing a trust pursuant to the Trust Agreement dated as of May 1, 2015 (as the same may be further amended or supplemented from time to time, the “Trust Agreement”) among the City, the Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”) and assigning to the Trustee without recourse all of the Corporation’s right, title and interest in and to this Ground Lease, the Lease and the Lease Payments (except for the Corporation’s rights to indemnification and certain other rights described therein, collectively, the “Retained Rights”) pursuant to the Assignment of Leases dated as of May 1, 2015 (as the same may be amended or supplemented from time to time, the “Assignment Agreement), (b) directing the Trustee to execute and deliver certificates of participation (the “Certificates”) evidencing undivided proportionate interests of the owners thereof in Basic Rent Payments to be made by the City, as lessee, pursuant to the Lease, and (c) depositing the proceeds of the Certificates with the Trustee and directing the Trustee to hold the proceeds of sale of the Certificates in trust subject to application to pay the costs of acquisition, construction, installation and equipping of the Project and related costs; and

**WHEREAS**, contemporaneously herewith, Certificates in the aggregate principal amount of \$\_\_\_\_\_ designated as Taxable Certificates of Participation (Parking Garage Project), Series 2015 (the “Series 2015 Certificates”) will be issued pursuant to the Trust Agreement; and

**WHEREAS**, the City has represented in the Lease Agreement that it intends for the Lease to remain in full force and effect until the last Lease Payment Date set forth in the Lease Schedule, unless sooner terminated in accordance with the terms provided therein; and

**WHEREAS**, the City intends for this Ground Lease to remain in full force and effect until the termination of the Ground Lease Term (as defined herein);

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

**SECTION 1. LEASE OF LAND.**

(a) Subject to Permitted Encumbrances, the City hereby demises and leases the Land to the Corporation, and the Corporation hereby takes and leases the Land from the City, for the term, at the rental and on the conditions herein set forth.

(b) The City hereby warrants that (i) the City owns the Land described on Exhibit A-1 and Exhibit A-2 hereto in fee simple title and has good, marketable and insurable title to the fee estate in the Land free from any liens or encumbrances, except the Permitted Encumbrances; (ii) all consents to or approvals of this Ground Lease required by law or by any agreements or indentures binding upon the City have been provided in recordable form and will be recorded with the Memorandum of Lease referred to in Section 23 hereof; (iii) the City has the right to lease the Land to the Corporation pursuant to the terms hereof; (iv) this Ground Lease complies with all the requirements and restrictions of record applicable to the Land; and (v) the City

intends for this Ground Lease to remain in full force and effect until the termination of the Maximum Lease Term of the Lease.

**SECTION 2. LEASE TERM; OPTION TO RENEW.** The initial lease term of this Ground Lease for the Land shall commence on the date of the delivery of this Ground Lease (the "Commencement Date") and shall end on January 1, 20\_\_ (the "Initial Ground Lease Term"). If there shall have occurred an Event of Default or Event of Non-Appropriation under the Lease and any Certificates remain Outstanding at the end of the Initial Ground Lease Term, then the term of this Ground Lease shall be automatically renewed for an additional term of ten (10) years through January 1, 20\_\_, at a fair market rental to be determined, adjusted and paid in the manner set forth in Section 3 of this Ground Lease. The period during which this Ground Lease is maintained in effect in accordance herewith is herein referred to as the "Ground Lease Term." Neither an Event of Default nor an Event of Non-Appropriation under the Lease shall operate to terminate this Ground Lease.

Notwithstanding the foregoing, the Ground Lease Term may be terminated by the City on any date prior to the end of the Initial Ground Lease Term or any renewal hereof, upon not less than ten (10) days prior written notice to the Corporation, (a) upon prepayment of the Certificates pursuant to Section 4.06 of the Lease Agreement and full performance and satisfaction of the City's obligations under the Lease and no Certificates are outstanding, or (b) upon the provision for payment of all Lease Payments under the Lease pursuant to Section 4.06 of the Lease Agreement and no Certificates are Outstanding, together in each case with payment of the sum of One Dollar (\$1.00) or (c) upon such other date following termination of the Lease as a result of Event of Default or Event of Non-Appropriation that the Trustee has, through application of sums received from the use of the Land as permitted in Section 5 hereof, fully paid all Certificates theretofore Outstanding and all other amounts due and owing under the Lease. This Ground Lease shall likewise be modified at the request of the City at any time, without the consent of the Trustee or the holders of the Series 2015 Certificates or Insurer, if any, upon similar notice and modification of the Lease (i) to reflect the addition to and modification of the Land, including to more accurately reflect the legal descriptions thereof attached hereto upon the Completion Date of the Project, (ii) to reflect the substitution of all or a portion of the Project in accordance with the Lease Agreement, or (iii) upon extraordinary mandatory prepayment of a portion of the Certificates pursuant to Section 5.08 of the Lease Agreement, to reflect the release of one or more portions of the Land from this Ground Lease.

**SECTION 3. RENT.**

(a) So long as no Event of Default or Event of Non-Appropriation shall have occurred under the Lease, the Corporation shall pay to the City as rental for the Land the sum of One Dollar (\$1.00) per annum, which sum shall be due in advance on the Commencement Date (pro rated) and annually thereafter on the first day of each renewal Lease Term (the "Ground Rent"). At the option of the Corporation, the Corporation may prepay all or a portion of the Ground Rent payable hereunder for the entire Initial Ground Lease Term hereof from the proceeds of sale of the Series 2015 Certificates or otherwise.

(b) From and after the date of occurrence of an Event of Default or Event of Non-Appropriation under the Lease, the Trustee shall pay as and for rental for the Land an amount equal to the fair market rental for the Land. The fair market rental shall be deemed to be the greater of one dollar (\$1.00) per annum or the difference between (i) the amount actually received from any re-leasing of the Parking Garage Land for a given period and (ii) the amounts due and payable as Basic Rent Payments and Supplemental Rent for the Maximum Lease Term not theretofore paid by or for the account of the City. In the event the City disagrees with such valuation, it may submit the matter to binding arbitration, and the fair rental value shall be determined pursuant to such arbitration proceedings. The fair market rental due in any year shall be due in arrears on October 1 and shall be payable for a year only to the extent that the monies received by the Trustee from the exercise of the remedies permitted under the Lease during the preceding twelve months prior to such October 1 exceeded the principal and interest portion of Basic Rent Payments that would have been payable under the Lease for such preceding twelve months and other amounts described in Section 8.04 of the Trust Agreement; provided, however, that any portion of such fair market rental not paid in any year due to the provisions of this clause (iii) shall remain due and payable and shall accumulate from year to year and shall be paid in any future year to the extent that monies received in such year from the exercise of the remedies permitted by the Lease exceed the principal and interest portion of Basic Rent Payments that would have been payable under the Lease and other amounts described in Section 504 of the Trust Agreement and the fair market rental due in such years.

The failure to pay any portion of the fair market rental in any year due to insufficiencies of monies realized from the exercise of the remedies permitted under the Lease shall not give rise to any obligation to pay interest on such unpaid fair market rental and shall not constitute a default under this Ground Lease by the Corporation or the Trustee.

#### **SECTION 4. TITLE TO THE LAND; POSSESSION.**

(a) Upon the Commencement Date and throughout the Ground Lease Term, fee title to the Land shall be in the name of the City, subject to Permitted Encumbrances, title to all Equipment, furniture and fixtures on the Land shall at all times remain with the City and title to the Project constructed on the Land shall be with the Corporation and remain therein until the earlier of (i) the date on which Certificates are no longer Outstanding under the Trust Agreement, and (ii) the end of the term of this Ground Lease.

(b) The Corporation shall at all times during the Ground Lease Term have a valid and enforceable leasehold estate in the Land with full right to vest the use, enjoyment and possession of such leasehold estate therein in the Trustee and the Trustee shall have the right to vest such estate in a Permitted Transferee (hereinafter defined).

(c) Possession and use of the Land, together with all improvements thereon, shall, upon the last day of the Ground Lease Term automatically revert to the City free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of the Ground Lease Term, the Corporation shall peaceably and quietly surrender to the City the Land together with any improvements located in or upon the Land. Upon such surrender of the Land, the Corporation, at

the reasonable request of the City, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the City all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Land in the possession of the Corporation.

(d) Any personal property of the Corporation or any Person which shall remain on the Land after expiration or earlier termination of the Ground Lease Term and for thirty (30) days after request by the City for removal, shall, at the option of the City, be deemed to have been abandoned and may be retained by the City and the same may be disposed of, without accountability, in such manner as the City may see fit. The foregoing shall not apply to vending machines or other commercial equipment or trade fixtures located in or about the Land to the extent that such Equipment is readily removable from the Land without causing material harm or damage thereto and to the extent that such Equipment is not owned by the City or the Corporation.

(e) If the Corporation holds over or refuses to surrender possession of the Land after expiration or earlier termination of this Ground Lease, the Corporation shall be a tenant at sufferance and shall pay rent equal to twice the fair market rental of the Land determined in the manner provided in Section 3(b) hereof.

#### **SECTION 5. USE OF LAND; ASSIGNMENTS, SUBLEASES AND MORTGAGES.**

(a) The parties agree that unless there shall have occurred an Event of Default or an Event of Non-Appropriation under the Lease, the Land shall be used solely for municipal purposes and shall not be used for a purpose that would subject the interest component of the Certificates (other than Taxable Certificates) to be included in gross income for Federal income tax purposes; provided, however, during the Ground Lease Term, the Parking Garage Land and the Parking Garage must always be used as a public parking garage for the benefit to the public at large and the portion of the Land developed as Roadways (together with related utility and drainage lines, [signalization] and landscaping) and parking spaces must always be used as public roads and public parking spaces, as applicable. Unless there shall have occurred an Event of Default or Event of Non-Appropriation under the Lease, no assignment of this Ground Lease or mortgage or subletting of the Land may be made except as provided in the Assignment Agreement, the Lease, the Trust Agreement, in any agreement with an Insurer, if any, and herein. In the event that there shall have occurred an Event of Default or Event of Non-Appropriation under the Lease, then the Corporation's interest in the Parking Garage Land subject to this Ground Lease may, without consent of the City, be assigned, mortgaged or sublet by the Trustee to any third party, including any Insurer (a "Permitted Transferee"), who may alter, modify, add to or delete from the Parking Garage existing from time to time on the Parking Garage Land, subject to the requirements of the first sentence of this Section 5(a); provided, however, the fee title to the Parking Garage Land shall not be encumbered by, or subject to, any leasehold mortgage of the Corporation's interest herein, and any assignment or sublease shall not relieve the Corporation of any of its duties or obligations hereunder without the City's prior written consent. After the termination of the Lease Term of the Lease, unless the Ground Lease Term shall have terminated, if the Trustee proposes to assign, sublet or mortgage any portion of the

Corporation's interest in the Parking Garage Land subject to this Ground Lease, the Trustee shall provide written notice to the City containing the names and addresses of the assignee(s), sublessee(s) or mortgagee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of an assignment, sublease or leasehold mortgage to a Permitted Transferee. The portion of the Land on which the portion of the Project consisting of the Roadways, together with related utility lines and drainage improvements, [signalization] and landscaping and parking spaces on the Roadways, is located shall not be subject to surrender upon an Event of Non-Appropriation of an Event of Default under the Lease.

(b) The City represents that the Land is presently zoned to allow government use, or such zoning may be obtained in the ordinary course, and that the City shall take no action with respect to zoning or other land use regulation applicable to the Land except as directed by the Corporation. The City shall do everything in its power to assist the Corporation in obtaining such building permits, subdivision approvals, or zoning changes or variances as the Corporation may deem necessary or desirable or such other permits, licenses, approvals or other actions which the Corporation deems necessary or desirable in order to enable the Corporation to use the Land for such purposes as the Corporation shall determine, provided, however, that the Corporation shall not use or permit the Land to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

(c) It is understood that all right, title and interest of the Corporation in and to this Ground Lease (except for the Retained Rights) is to be assigned without recourse by the Corporation to the Trustee pursuant to the Assignment Agreement. The City agrees that upon such assignment the Trustee shall have all of the rights of the Corporation hereunder assigned to the Trustee, notwithstanding any claim, defense, setoff, or counterclaim whatsoever (whether arising from a breach of this Ground Lease or otherwise) that the City may from time to time have against the Corporation or any person or entity associated or affiliated therewith. The City acknowledges that the Trustee is acting on behalf of the Certificate Holders, and may, under certain circumstances described above assign this Ground Lease to a Permitted Transferee. It is also understood that all action hereunder which requires or permits the consent, notice, direction or request of the Corporation or the Trustee, may also require or permit the consent, notice, direction or request of each Insurer, if any, with whom the Corporation or Trustee may so agree.

(d) Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Ground Lease or any of the transactions contemplated hereby, the parties hereto acknowledge and agree that upon the assignment by the Corporation of its rights hereunder (except for the Retained Rights) to the Trustee pursuant to the Assignment Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder and no party hereto nor its successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

**SECTION 6. RIGHT OF ENTRY.** Unless there shall have occurred an Event of Default or Event of Non-Appropriation under the Lease, the City shall have the right for any of

its duly authorized representatives to enter upon the Land at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

#### **SECTION 7. DEFAULT.**

(a) In the event the Corporation shall breach any representation, warranty or covenant herein or otherwise be in default in the performance of any obligation on its part to be performed under the terms of this Lease, which default continues for sixty (60) days following notice and demand for correction thereof to the Corporation, the City may exercise any and all remedies granted by law; provided, however, that so long as any Certificates are outstanding and except as provided in Section 2 herein, this Ground Lease shall not be terminated. The City shall have recourse solely against the leasehold estate of the Corporation in the Land, and any proceeds thereof, for the payment of any liabilities of the Corporation hereunder. The rights of the City under this Section 7 shall be subordinate in all respects to the rights of the holders of the Certificates under the Trust Agreement.

(b) In the event that any default hereunder is of such a nature that it cannot be remedied within the time limits hereinabove set forth, then the Corporation shall have such additional time as is reasonably necessary to cure such default, provided the Corporation diligently commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.

(c) In the event that any Permitted Transferee exists of record at the time that a default occurs hereunder, the City shall give written notice thereof to each such Permitted Transferee and each such Person shall have thirty (30) additional days from receipt of such notice to cure such default; provided, however, that if the default is of such a nature that the same cannot be cured in such time, then such Person shall have such additional time as is reasonably necessary to cure such default provided that such Person diligently commences the curing of such default within such time and proceeds to completely cure same within a timely and diligent manner.

**SECTION 8. QUIET ENJOYMENT.** The Corporation and any Permitted Transferee at all times during the Ground Lease Term shall peacefully and quietly have, hold and enjoy the Land or applicable portion thereof, without hindrance or molestation subject to the provisions hereof and of the Lease, the Assignment Agreement and the Trust Agreement.

#### **SECTION 9. LIENS.**

(a) Neither the City nor the Corporation shall, directly or indirectly, create, incur, assume or suffer to exist any lien or encumbrance on or with respect to such Land, other than Permitted Encumbrances, unless there shall have occurred an Event of Default or Event of Non-Appropriation under the Lease, in which case the Corporation may enter into the transactions permitted in Section 5 hereof. The City shall reimburse the Corporation for any expense incurred by the Corporation in order to discharge or remove any such Lien or Encumbrance caused by the City.

(b) It is mutually intended, stipulated and agreed that except as permitted in Section 5 hereof, neither the fee simple title to nor any interest of the City or City in the Land may be subject to liens or encumbrances of any nature arising by reason of any act or omission of Corporation or any person claiming under, by or through Corporation, including, but not limited to, mechanics' and materialman's liens. All persons dealing with the Corporation are hereby placed on notice that, except as to the Project or as otherwise permitted in a mortgage, assignment or sublease hereunder, any improvements constructed upon the Land are the leasehold property of Corporation and are constructed for the Corporation's use and benefit, and that, in any case, they should not look to the City or to the City's credit or assets for payment or satisfaction of any obligations incurred therefor. Corporation has no power, right or authority to subject the fee simple interest or any interest of the City in the Land or the Project to any mechanics' or materialmen's lien or claim of lien.

(c) In the event a lien, claim of lien or order for the payment of money shall be imposed against the Land or the Project thereon resulting from or arising out of any act or omission of Corporation or any person claiming under, by or through Corporation, such lien shall be limited to the leasehold interest of Corporation hereunder.

#### **SECTION 10. CONDITION, UTILITIES, CONCEALED CONDITIONS.**

(a) Subject to the provisions of this Section 10, the Corporation agrees to accept the Land in its presently existing condition or condition upon acquisition thereof, "as is."

(b) It is understood and agreed that the City has determined that the Land will safely or adequately support the Project to be constructed thereon, and hereby certifies same to Corporation.

(c) The City, at its sole expense, shall bring or cause to be brought to the Land adequate connections for water, electrical power, telephone, storm sewerage and sewerage, and shall arrange with the appropriate utility companies for furnishing such services and shall provide to the Land water service and capacity sufficient for the contemplated operation of the Project thereon, including, but not limited to, heating, ventilation and air conditioning equipment. Either the City or the Corporation shall have the right, at its own expense, to request and receive telephone and communication services from the utility companies furnishing such services subject to the customary rules and regulations of said utility companies whether the companies deliver such services directly through their own conduits or pipes, or through conduits and pipes owned by the City. The City agrees to grant such utility companies rights of access over, under and across the remaining property of the City adjoining the Land, if any, as shall be necessary and convenient for the efficient operation of the Land, and which do not materially impair the present and future uses of such remaining property of the City, if any. After the end of the Lease Term of the Lease, unless the Ground Lease Term shall have terminated, any additional construction or extension of such facilities shall be made without cost to the City.

(d) Drains or other facilities provided by the City for the purpose of disposing of storm or other waters shall conform to the requirements of applicable governmental authorities.

(e) The Corporation does not accept responsibility for nor assume the risk of concealed conditions below the surface of the ground encountered in the performance of any construction activity nor unknown physical conditions above or below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in construction of the character contemplated by this Ground Lease.

**SECTION 11. UTILITY EASEMENTS.** During the Lease Term of the Lease, the City reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, across or on the Land but only to the extent reasonably necessary to provide services to the Land; provided, however, that such grant and any use permitted thereby may not be detrimental to the use or operation of the Land or to any other uses permitted hereunder after the lease term of the Lease, will not impose any cost upon the Corporation, and will not weaken, diminish or impair lateral or subjacent support to the Land and the Project, and the grantee thereunder shall agree in the instrument granting the easement to indemnify and save harmless the Corporation, Trustee and any Permitted Transferee (whether the interest of such party in the Land arises prior or subsequent to such grants) against any loss, claim, liability or damages, including attorneys' fees arising or accruing from the use or exercise of such easement. In the event that the Lease Term of the Lease expires before the expiration of the Ground Lease Term, the City agrees to execute such non-exclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to others over, under, through, or across or on the Land but only to the extent reasonably necessary to provide services to the Land and the Project.

**SECTION 12. TAXES AND FEES.**

(a) The City represents and warrants that under current laws so long as the Lease is in effect (including renewals) the Land and the Project and this Ground Lease is and will be exempt from ad valorem and intangible taxation and sales tax. However, so long as the Lease is in effect (including renewals) should the Land or any interest therein ever become subject to any such taxes, the City agrees to pay, but solely from monies lawfully appropriated for such purpose, any and all such lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city, or any tax or assessment levying body upon the Land or any interest in this Ground Lease, or any possessory right which the Corporation may have in or to the Land by reason of its use or occupancy thereof or otherwise.

(b) Notwithstanding the foregoing provision, either the City or the Corporation shall, after notifying the other party hereto of its intention to do so, have the right in its own name or behalf, or in the name and behalf of the other party hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in connection with such contest, the City may refrain from paying such tax or assessment. Each party shall, upon request by the other party hereto, assist and cooperate with the other party hereto in any such proceedings. If the City or the Corporation desires to contest such tax or assessment, it must first post bond satisfactory to the other party hereto against forfeiture or loss of any portion of the Land.

(c) In the event that the City shall fail to pay any of the items required under this Section 12, the Corporation may, at its sole option, pay the same and any amounts so advanced therefor by it shall become an additional obligation of the City, which amounts the City agrees to pay to the Corporation promptly upon demand with interest thereon at the Overdue Rate but solely out of monies lawfully appropriated for such purpose.

**SECTION 13. CONDEMNATION.** In the event that any Person, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the Ground Lease Term acquire title to all or any portion of the Land:

(a) So long as the Lease is in effect, the Net Proceeds resulting therefrom shall be applied pursuant to the Lease Agreement.

(b) After the end of the Lease Term of the Lease: (i) if such person acquires title to such a substantial portion of the Land that the Corporation determines that it cannot economically make use of the residue thereof for the lawful purposes intended or permitted by this Ground Lease, such acquisition of title or payment of such claim shall terminate the Ground Lease Term, effective as of the date on which the condemning party takes possession thereof or on the date of payment of such claim, as applicable, and the Net Proceeds resulting therefrom shall be applied first to payment of the amount secured by any leasehold mortgage then outstanding hereunder, and, second, the balance, if any, shall be paid to the City and the Corporation, as their respective interests may appear; and (ii) if such person acquires title to a portion of the Land such that the Corporation determines that it can economically make beneficial use of the residue thereof for the purposes intended by this Ground Lease, then this Ground Lease shall continue in full force and effect and the Net Proceeds resulting therefrom shall be paid to the City and the Corporation, as their respective interests appear; provided, however, that to the extent permitted by applicable law, the amount of Net Proceeds up to an amount equal to the remaining Principal Component at such time for the component of the Project affected by the proceedings plus all other amounts then due and owing under the Lease or the Trust Agreement shall be paid over to the Trustee and the balance of such Net Proceeds shall be for the benefit of the City.

(c) Any taking of any portion of the Land or the Project shall be deemed substantial hereunder.

(d) It is understood that the foregoing provisions of this Section 13 shall not in any way restrict the right of the City or the Corporation to appeal the award made by any court or other public agency in any condemnation proceeding.

**SECTION 14. ESTOPPEL CERTIFICATES.** The City, at any time and from time to time, upon not less than thirty (30) days prior written notice from the Corporation, will execute, acknowledge and deliver to the Corporation and any leasehold mortgagee, or to whomsoever they or any of them may direct, a certificate of the City certifying that this Ground Lease is unmodified (or, if there have been any modifications, identifying the same), that this Ground Lease is in full force and effect, if it is; and that there is no default hereunder (or, if so, specifying the default). It is intended that any such certificate may be relied upon by any Person.

**SECTION 15. ENVIRONMENTAL MATTERS.** The Corporation hereby represents, warrants and covenants to and for the benefit of the City and the Trustee that following an Event of Default or Event of Non-Appropriation under the Lease and during the Ground Lease Term:

(i) the location, construction, occupancy, operation, condition and use of any improvements to the Land, including the Project, will not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority, or any restrictive covenant or deed restriction (recorded or otherwise) affecting same, including without limitation all applicable zoning ordinances and building codes, flood disaster, occupational health and safety laws and applicable Environmental Laws;

(ii) without limitation of clause (i) immediately above, it will not take any action or refrain from taking any action that would cause such improvements or the Corporation to be in violation of or subject to any existing, pending or threatened investigation, request for information, administrative or consent order or agreement, litigation or settlement by any governmental authority or subject to any investigatory or remedial obligations under any applicable Environmental Laws or the common law with respect to the presence or suspected presence of Hazardous Materials Contamination;

(iii) it will not take any action or refrain from taking any action that would cause it to be subject to any liability or obligation relating to: (A) the environmental conditions on, under or about the Land and the Project, including without limitation, the air, soil, surface and groundwater conditions; or (B) the use, management, handling, transport, treatment, generation, storage, disposal, release or discharge of any Hazardous Materials;

(iv) it will not do or refrain from doing anything that will require it to obtain or make application for any permits, licenses or similar authorizations to construct, occupy, operate or use, or relating to the existence of the Project by reason of any Environmental Laws;

(v) it will take all steps necessary to determine that no Hazardous Materials will be located on the Land or have escaped or been released into the environment, or deposited, spilled, leaked, discharged, or disposed of at, on, from, under or near such Project or any portion thereof. No portion of such Land or Project will be used by any person at any time for the generation, disposal, storage, treatment, processing or other handling of Hazardous Materials, nor will any part of such Land or Project be affected by any Hazardous Materials Contamination;

(vi) it will cause each of its contractors, tenants and invitees, including any manager of any improvements of the Land, including the Project, to comply in all respects with the requirements of all governmental authorities pursuant to Environmental Laws or the common law. The Corporation shall not cause or permit any Hazardous Materials to be brought upon or kept or used on or about the Land in violation of any Environmental Law or which results in any Hazardous Materials Contamination;

(vii) it agrees to immediately notify the City and the Trustee and to provide the City and the Trustee with copies of any notifications of discharges or releases or threatened releases or discharges of a Hazardous Material on, upon, into, or from the Land which are given or required to be given by or on behalf of the Corporation to any governmental authorities. Such copies of notifications shall be delivered to the City and the Trustee at the same time as they are delivered to the Governmental Authorities. The Corporation further agrees promptly to undertake and diligently pursue to completion any appropriate and legally required or authorized investigation, abatement and remedial containment and cleanup action in the event of any release or discharge, or threatened release or discharge, of a Hazardous Material on, upon, into or from the Land;

(viii) if it shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Laws, or liability for any Hazardous Materials Contamination in connection with the Land or past or present activities of any person thereon, or that any representation set forth in this Section 15 is not or is no longer accurate, including but not limited to notice or other communication concerning any actual or threatened investigation, inquiry, lawsuit, notice, order, writ, or injunction, relating to same, then the Corporation shall deliver to the City and its assignees and the Trustee within ten (10) days of the receipt of such notice or communication, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not be deemed to create any obligation on the part of the City and its assignees to defend or otherwise respond to any such notification;

(ix) in the event of any Hazardous Materials Contamination, the Hazardous Materials Contamination shall be immediately remediated by the Corporation and all Hazardous Materials removed from the Land as required by and in accordance with all Environmental Laws and as necessary to safeguard the public health and the environment, at the Corporation's sole cost and expense. In the course of remediating any Hazardous Material Contamination, or in the event the Corporation is required to remove Hazardous Materials from the Land by any governmental authority, such Hazardous Materials shall be handled, removed, used or disposed of in accordance with all Environmental Laws and prudent industry practices regarding management of such Hazardous Materials;

(x) except in strict compliance with all Environmental Laws, the Corporation shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Land or any portion thereof by it or by its respective agents, employees, contractors, tenants or invitees, or any other person;

(xi) it shall not cause, permit or suffer the existence or the commission by it or by its respective agents, employees, contractors, tenants or invitees, or by any other person of a violation of any Environmental Laws or Hazardous Materials Contamination upon, about or beneath the Land or any portion thereof; and

(xii) it shall not create, or suffer to exist with respect to the Land, any Lien, security interest or other charge or Encumbrance imposed pursuant to CERCLA or any similar Environmental Law.

In the event that at any time the lessee's interest hereunder shall be mortgaged, subleased or assigned to a Permitted Transferee, such Permitted Transferee shall be required to agree in writing to the provisions of this Section 15 for the benefit of the City and the Trustee.

For purposes of the foregoing, the following terms shall have the meanings ascribed thereto below:

"Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules regulating to environmental quality, health, safety, contamination and clean-up, including without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. Section 1401, et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 48 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 4901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state lien and super lien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

"Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste byproduct or constituent regulated under "CERCLA;" oil and petroleum products and natural gas, natural gas liquids, liquified natural gas and synthetic gas usable for fuel; pesticides regulated under "FIFRA;" asbestos and asbestos containing materials, PCBs and other substances regulated under "TSCA;" source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. 1910.1200 et seq. and any other substance regulated under any other "Environmental Law."

"Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any facility or improvement upon, or air, soil, groundwater, surface water or other elements of the Land or other property as a result of the presence of Hazardous Materials at the Project or on the Land at any time.

**SECTION 16. AMENDMENTS.** The terms of this Ground Lease shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Trustee and the City and consented to by each Insurer, if any. Copies of amendments shall be provided to the Rating Agencies. Notwithstanding the foregoing, this Ground Lease and the rights and obligations of the City hereunder and of the Corporation and its successors and assigns may also be modified or amended from time to time and at any time by an agreement which the City and the Trustee may enter into but only to the extent not prohibited by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the obligations of the City hereunder, or to surrender any right or power herein reserved to or conferred upon the City; and

(2) to provide for any additional or alternative procedures, covenants or agreements necessary to maintain the exclusion from gross income for Federal income tax purposes of the interest portion of the Basic Rent Payments relating to Certificates other than Taxable Certificates.

**SECTION 17. BINDING EFFECT.** This Ground Lease shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns, including without limitation the Trustee.

**SECTION 18. NO MERGER OF LEASEHOLD ESTATE.** There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Land by reason of the fact that, through the exercise of remedies hereunder or otherwise, the same person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest herein or therein, and the fee estate in the Land or any interest in such fee estate.

**SECTION 19. NOTICES.** All notices, certificates, requests or other communications (other than rent payments) hereunder shall be in writing and shall be deemed to have been given or made if delivered personally, sent by commercial carrier or registered or certified mail (postage prepaid, return receipt requested) or transmitted by facsimile to the parties at the following addresses, or to such other address or addresses as shall be designated by the parties in writing:

Corporation:	Pompano Beach Finance Corporation 100 West Atlantic Boulevard Pompano Beach, Florida 33060 Attention: President
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City: City of Pompano Beach, Florida  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
Attention: City Manager

Trustee: The Bank of New York Mellon Trust Company, N.A.  
10161 Centurion Parkway  
Jacksonville, Florida 32256  
Attention: Corporate Trust Department

**SECTION 20. SEVERABILITY.** In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In no event shall the Corporation have any cause of action against the officers or employees of the City, or against any elected official of the City based upon or materially related to any finding by any court that any or all provisions of this instrument violate Florida law.

**SECTION 21. APPLICABLE LAW; VENUE.** This Ground Lease shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles. This instrument shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder shall be governed by the laws of the State of Florida with venue in Broward County, Florida.

**SECTION 22. EXECUTION IN COUNTERPARTS.** This Ground Lease may be executed in several counterparts, each of which together with a counterpart executed by each of the other parties hereto and thereto shall constitute a single original and shall constitute but one and the same instrument.

**SECTION 23. MEMORANDUM OF LEASE.** Simultaneously with the execution of this Ground Lease, the City and the Corporation shall each execute, acknowledge and deliver in recordable form a Memorandum of Lease with respect to this Ground Lease. Said Memorandum of Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Ground Lease. Upon the amendment of Exhibit A-1 and/or Exhibit A-2 as contemplated hereby or the extension of this Ground Lease as provided in Section 2 above the Memorandum of Lease shall be appropriately amended.

**SECTION 24. NO PERSONAL LIABILITY.** No covenant or agreement contained in this Ground Lease shall be deemed to be the covenant or agreement of any member of the City, the Trustee or the Corporation or any officer, employee or agent of the City, the Trustee or the Corporation, or of any successor thereto, in an individual capacity, and neither the representatives of the City, the Trustee or the Corporation executing this Ground Lease nor any officer, employee, agent of the City, the Trustee or the Corporation shall be personally liable or accountable by reason of the execution or delivery hereof.

**SECTION 25. NONRECOURSE OBLIGATION OF CORPORATION.** Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating hereto or any of the transactions contemplated hereby, the obligations, liabilities and responsibilities of the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed by the Corporation shall be payable solely out of the proceeds derived by the Corporation from the Project (excluding any indemnities, reimbursements, service fees or other Lease Payments) and the Corporation shall have no other or further liability hereunder or arising herefrom.

**SECTION 26. FURTHER ASSURANCES.** The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Ground Lease.

**SECTION 27. NO BROKERS.** The City and the Corporation each represents, warrants and covenants for itself that it has not caused nor incurred and will not cause or incur any claims for broker's commissions or finder's fees in connection with the execution of this Ground Lease and, to the extent permitted by applicable law and only from funds legally available for such purpose, indemnifies and holds the other harmless from and against all liabilities arising from any such claims caused or incurred by the City or the Corporation (including, without limitation, reasonable attorneys' fees in connection therewith).

**SECTION 28. RADON.** Section 404.056, Florida Statutes, requires that the following notification be given: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**SECTION 29. USE OF THE TERM "CORPORATION."** When used herein, all references to the capitalized term "Corporation" shall be deemed to include its successors in interest hereunder, including without limitation, the Trustee as assignee of the Corporation and any Permitted Transferee that succeeds to the estate of the Trustee as its successor hereunder.

**SECTION 30. CAPTIONS.** The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

**SECTION 31. DATED DATE.** This Ground Lease is dated as of the date set forth above for convenience of reference only. The actual date of execution by each party hereof is set forth below the respective signatures for each party below.

**IN WITNESS WHEREOF,** the Corporation has caused this Ground Lease to be executed in its corporate name and its corporate seal to be hereunto affixed and attested by its duly authorized officers and the City has caused this Ground Lease to be executed in its name and its seal to be hereunto affixed by its duly authorized representatives, all as of the date first above written.

**CITY OF POMPANO BEACH, FLORIDA**

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**POMPANO BEACH FINANCE CORPORATION**

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015 by \_\_\_\_\_, [Vice] Mayor of the CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Florida  
Commission Stamp:

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015 by \_\_\_\_\_, as [Vice] President of POMPANO BEACH FINANCE CORPORATION, a Florida corporation.

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of Florida  
Commission Stamp:

**EXHIBIT A-1**

**DESCRIPTION OF THE PARKING GARAGE LAND**

**EXHIBIT A-2**

**DESCRIPTION OF THE LAND, EXCLUDING THE  
PARKING GARAGE LAND**

**EXHIBIT B**  
**FORM OF TRUST AGREEMENT**

**TRUST AGREEMENT**

**by and among**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee**

**and**

**POMPANO BEACH FINANCE CORPORATION,  
as Corporation**

**and**

**CITY OF POMPANO BEACH, FLORIDA,  
as Lessee**

**Dated as of May 1, 2015**

**Securing  
Certificates of Participation (Parking Garage Project)  
Evidencing Undivided Proportionate Interests of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, As Lessee,  
Pursuant to a Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

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## TRUST AGREEMENT

**THIS TRUST AGREEMENT**, is made and entered into as of May 1, 2015, by and among **THE BANK OF NEW YORK MELLON TRUST COMPANY**, a national banking association with corporate trust powers qualified to accept trusts of the type herein set forth (the “Trustee”), **POMPANO BEACH FINANCE CORPORATION**, a not-for-profit corporation duly organized and existing under the laws of the State of Florida (the “Corporation”) and **THE CITY OF POMPANO BEACH, FLORIDA**, a municipal corporation of the State of Florida (the “City”).

### WITNESSETH:

**WHEREAS**, the City and the Corporation deems it in the best interests of the City to enter into (a) a ground lease dated as of May 1, 2015 (the “Ground Lease”) from the City to the Corporation as lessee under the Ground Lease with respect to certain land described therein (the “Land”), and (b) that certain Lease-Purchase Agreement, dated as of May 1, 2015 (the “Lease Agreement”), between the Corporation, as lessor, and the City, to lease the Land back to the City and lease-purchase a new parking garage and appurtenant facilities and related improvements (the “Project”) to be located on the Land, as described in the Lease Schedule to the Lease Agreement (the “Lease Schedule”); and

**WHEREAS**, provision for the payment of the cost of financing and refinancing the Project will be made by the issuance and sale of Certificates of Participation issued hereunder (the “Certificates”), which shall be secured by and be payable from the right of the Corporation to receive Basic Rent Payments (as defined herein) to be made by the City pursuant to the Lease Agreement and the Lease Schedule; and

**WHEREAS**, the Trustee has agreed to deliver the Certificates pursuant to and upon receipt of a Request and Authorization from the Corporation and the City; and

**WHEREAS**, as of the date hereof, the Corporation will assign to the Trustee, by absolute assignment, all of its right, title and interest in and to the Ground Lease, the Lease Agreement and the Lease Payments (as defined herein), other than its rights of indemnification, its right to enter into amendments to the Lease Schedule from time to time and its obligations under Section 6.03 of the Lease Agreement, pursuant to an assignment agreement, dated as of May 1, 2015 between the Corporation and the Trustee (the “Assignment of Leases”); and

**WHEREAS**, the proceeds of the sale of the Certificates will be deposited with the Trustee and such funds shall be held and disbursed pursuant to the terms of this Trust Agreement in order to, among other things, fund the acquisition, construction and installation of the Project, all or in part; and

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS AND RULES OF CONSTRUCTION**

**SECTION 1.01 DEFINITIONS.** The capitalized terms used herein shall have the meanings, for the purpose of this Trust Agreement, ascribed to them in Exhibit A attached hereto unless the context clearly requires some other meaning. The term “Agreement” or “Trust Agreement” as used herein shall mean this Trust Agreement unless the context clearly requires some other meaning.

**SECTION 1.02 RULES OF CONSTRUCTION.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Trust Agreement, refer to this Trust Agreement.

**ARTICLE II  
RECITALS AND REPRESENTATIONS**

**SECTION 2.01 LEASE AGREEMENT.** The Corporation and the City have entered into (a) the Ground Lease whereby the City leases the Land to the Corporation and (b) the Lease Agreement and the Lease Schedule, whereby the City leases back the Land and the Project from the Corporation and agrees to make Lease Payments therefor in accordance with the terms thereof.

**SECTION 2.02 LEASE AGREEMENT AND LEASE SCHEDULE.** The Corporation has absolutely assigned and transferred to the Trustee all its rights, title and interest under the Ground Lease and the Lease Agreement, other than (i) its rights of indemnification thereunder, (ii) its right to enter into amendments of the Ground Lease, the Lease Agreement and the Lease Schedule from time to time, pursuant to the terms and provisions of the Assignment of Leases and (iii) its obligations under Section 6.03 of the Lease Agreement, including Section 6.03 thereof, and in consideration of such assignment and the execution of this Trust Agreement, the Trustee has agreed herein to authenticate and deliver the Certificates evidencing an interest in the Basic Rent Payments, as set forth in such Certificates.

**SECTION 2.03 REPRESENTATIONS.** In the Lease Agreement, the Corporation and the City have agreed that the City, as agent of the Corporation, shall be responsible for the acquisition, construction and installation of the Project pursuant to the specifications of the City, and the City will be responsible for the letting of contracts and agreements for the acquisition, construction and installation of the Project and for supervising the acquisition, construction and installation of the Project pursuant to the Lease Agreement.

**SECTION 2.04 DESCRIPTION OF THE PROJECT.** The description of the Project to be leased by the City from the Corporation pursuant to the terms and provisions of the Lease Agreement shall be as set forth in the Lease Schedule.

**SECTION 2.05 CONDITIONS PRECEDENT SATISFIED.** Each party hereto represents with respect to itself that all acts, conditions and things required by law to exist, happen and be performed precedent to and in connection with the execution and delivery of this Trust Agreement have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto each represents as to itself that it is now duly empowered to execute and deliver this Trust Agreement.

**ARTICLE III  
APPOINTMENT OF TRUSTEE; DECLARATION OF TRUST**

**SECTION 3.01 APPOINTMENT OF TRUSTEE.** In consideration of the recitals hereinabove set forth and for other valuable consideration, the Corporation hereby appoints the Trustee to receive, hold, invest and disburse the Trust Estate and to perform certain other functions, all as hereinafter provided and subject to the terms and conditions of this Trust Agreement.

**SECTION 3.02 DECLARATIONS OF TRUST.**

(a) The Corporation and the Trustee hereby create this trust for the purpose of facilitating the lease purchase of the Project and the Trustee agrees to (i) accept the assignment and transfer of the rights of the Corporation in and to the Ground Lease; (ii) accept the assignment and transfer of the rights of the Corporation in and to the Lease Agreement (other than the right of the Corporation to be indemnified by the City upon the occurrence of various events described therein, its right to enter into amendments to the Lease Schedule from time to time and its obligations under Section 6.03 of the Lease Agreement) pursuant to the terms and provisions of the Assignment of Leases, (iii) execute, authenticate and deliver the Certificates against receipt of the proceeds from the sale thereof, deposit such proceeds hereunder and disburse same, together with earnings thereon, in accordance with the terms and provisions hereof and of this Trust Agreement, and (iv) subject to Section 9.01 hereof, do all other things necessary or incidental to the purposes hereof.

(b) The Trustee hereby declares that it holds and will hold the Trust Estate upon the trusts and apply the moneys held hereunder as hereinafter set forth for the use and benefit of the Owners of the Certificates as set forth herein.

**SECTION 3.03 TRUST ESTATE.** The Trust Estate, which shall be held for the benefit of the Owners of the Certificates from time to time Outstanding hereunder, consists of the following:

(a) All right, title and interest in the funds and accounts established under this Trust Agreement and the cash, securities and investments of which they are comprised (other than the Rebate Fund, the Costs of Issuance Account and the Supplemental Rent Fund);

(b) All rights and interest of the Corporation in, to and under the Ground Lease;

(c) All right, title and interest of the Corporation in, to and under the Lease Agreement and the right to receive the Lease Payments under the Lease Agreement but excluding any rights of indemnification set forth therein, its right to enter into amendments to the Lease Schedule from time to time and its obligations provided in Section 6.03 of the Lease Agreement;

(d) All right, title and interest of the Trustee under the Assignment of Leases;

(e) Any moneys received by the Trustee which are derived from the exercise by the Trustee, as assignee of the Corporation, of any of the remedies under this Trust Agreement, the Ground Lease, and the Lease Agreement; and

(f) All property which by the express provisions of this Trust Agreement or the Lease Agreement is required to be subject to the lien hereof, and any additional property that may from time to time hereafter expressly be made subject to the lien hereof by the Trustee, the Corporation or the City or anyone authorized to act on their behalf.

**PROVIDED, HOWEVER,** that in each case any portion of the Trust Estate which is derived from the re-letting or other disposition of the Parking Garage Land and the Parking Garage, moneys and damages received in relation to the Parking Garage Land and the Parking Garage and any cash, securities and investments in any Pledged Funds shall be utilized solely for the benefit of the Owners of Certificates and for whose benefit such Pledged Funds were established.

### **SECTION 3.04 TRUST ESTATE FOR BENEFIT OF CERTIFICATE OWNERS.**

(a) Subject only to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, the Corporation hereby declares, and the Trustee acknowledges, that the Trust Estate shall secure the payment of the principal of, Prepayment Premium, if any, and interest on the Outstanding Certificates, which represent an undivided proportionate interest in the Basic Rent Payments under the Lease Agreement.

(b) The Trustee shall be entitled to and shall, subject to the provisions of Article IX hereof and after being provided with indemnity reasonably acceptable to it, take all steps, actions and proceedings necessary, in its judgment, to enforce all of the rights of the Corporation in and under the Ground Lease and the Lease Agreement for the benefit of the Owners of the Certificates.

(c) If the Certificates shall be paid, or provision for payment shall be made in accordance with the terms and provisions of Section 12.01 hereof, and all other payments due hereunder shall be made as provided in Article XII hereunder, the Trust Estate shall terminate and the Owners of the Certificates shall have no right thereto, except as otherwise provided herein.

## ARTICLE IV ISSUANCE OF CERTIFICATES

### SECTION 4.01 AUTHORIZATION OF CERTIFICATES.

(a) The aggregate principal amount of Series 2015 Certificates (without regard to any original issue premium or discount) that may be issued is hereby expressly limited to \$\_\_\_\_\_; provided, however, that Completion Certificates and Refunding Certificates may be issued in additional principal amounts as provided in Sections 4.12 and 4.13, respectively, hereof. Upon the issuance of any series of Certificates, under the terms, limitations and conditions herein provided, the Reserve Account shall be funded in an amount equal to the Reserve Requirement if so required in Section 4.01(c) hereof with respect to the Series 2015 Certificates or by the Lease Schedule relating to any other series of Certificates. Nothing herein shall require any series of Certificates to be secured by the Reserve Account or to have a Reserve Requirement established therefor. Any such required amount may be paid in full or in part from the proceeds of such series of Certificates or satisfied all or in part by the deposit of a Reserve Account Surety Bond. Any series of Completion Certificates and Refunding Certificates may additionally be secured by a Municipal Bond Insurance Policy and the Supplemental Trust Agreement relating to such Certificates may set forth the requirements of the Insurer with respect thereto.

(b) Each series of Certificates shall bear interest from their dated date and shall be issuable as fully registered Certificates without coupons in denominations of \$5,000 and integral multiples thereof and shall be lettered and numbered R-1 and upward, unless otherwise provided in a Supplemental Trust Agreement relating to such series of Certificates. The Certificates shall be in such amounts, if any, of Serial Certificates and/or Term Certificates as shall be provided herein with respect to the Series 2015 Certificates or as provided in a Supplemental Trust Agreement relating to a series of Completion Certificates or Refunding Certificates. The Certificates issuable under this Trust Agreement shall be designated “[Taxable] Certificates of Participation (Parking Garage Project), Series \_\_\_\_\_ Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Rent Payments to be Made by the City of Pompano Beach, Florida, As Lessee, Pursuant to a Lease-Purchase Agreement with Pompano Beach Finance Corporation, as Lessor,” in each case inserting the year of issuance and any identifying series letter, subject to such variations or changes as may be deemed necessary or appropriate by bond counsel and specified herein or by a Supplemental Trust Agreement relating to a series of Certificates.

(c) The Series 2015 Certificates shall be designated as “Taxable Certificates of Participation (Parking Garage Project), Series 2015 Evidencing Undivided Proportionate

Interests of the Owners Thereof in Basic Rent Payments to be Made by the City of Pompano Beach, Florida, As Lessee, Pursuant to a Lease-Purchase Agreement with Pompano Beach Finance Corporation, as Lessor,” and issued for the purposes of (a) financing the Costs of the Project, [(b) funding the Reserve Account in an amount equal to the Reserve Requirement] [through the purchase of a Reserve Account Surety Bond], (c) funding capitalized interest on the Series 2015 Certificates through July 1, 2016, and (d) paying the Costs of Issuance of the Series 2015 Certificates. [The Series 2015 Certificates shall not be secured by the Reserve Account and there shall be no Reserve Requirement for the Series 2015 Certificates.]

Completion Certificates may be issued as provided in Section 4.12 hereof for the purposes of (a) completing the Project, (b) funding the Reserve Account in an amount equal to the Reserve Requirement as same exists at the time of the Completion Certificates, if so specified in the amended Lease Schedule relating to such Completion Certificates, (c) funding capitalized interest on the Completion Certificates, and (d) paying the Costs of Issuance of the Completion Certificates.

Refunding Certificates may be issued as provided in Section 4.13 hereof for the purposes of (a) refinancing the Costs of the Project, (b) funding the Reserve Account in an amount equal to the Reserve Requirement as same exists at the time of the Refunding Certificates, if so specified in the amended Lease Schedule relating to such Completion Certificates and (c) paying the Costs of Issuance of the Refunding Certificates.

(d) The Series 2015 Certificates shall be substantially in the form set forth in Exhibit B hereto, with such appropriate variations, omissions and insertions as may be necessary or appropriate to conform to the provisions of this Trust Agreement. Each series of Completion Certificates and Refunding Certificates shall be substantially in the form of Exhibit B subject to such variations or changes as may be necessary and appropriate to reflect the details thereof, as shall be more fully set forth in the Supplemental Trust Agreement relating to such Certificates. All Certificates may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or of any securities exchange on which the Certificates may be listed or any usage or requirement of law with respect thereto.

(e) The Series 2015 Certificates shall be dated their date of delivery. Interest on the Series 2015 Certificates shall be payable on each Interest Payment Date, commencing July 1, 2015. [The Series 2015 Certificates will be secured by the Series 2015 Municipal Bond Insurance Policy and the requirements of the Series 2015 Insurer with respect thereto shall be as set forth in Section 13.13 hereof.]

(f) The Series 2015 Certificates shall bear interest at the respective rates and shall mature on January 1 of each of the years in the respective principal amounts set opposite each year in the following schedule:

\$ \_\_\_\_\_ Serial Series 2015 Certificates

Due January 1,                      Principal Amount                      Interest Rate

\$ \_\_\_\_\_ % Term Series 2015 Certificates Maturing January 1, 20\_\_

(g) The Series 2015 Certificates maturing on January 1 in the years 20\_\_ through 20\_\_, inclusive, shall be Serial Certificates and the Series 2015 Certificates maturing January 1, 20\_\_ shall be Term Certificates.

(h) The principal of the Certificates shall be payable from the Principal Component of the Basic Rent Payments on January 1 of each year, except as otherwise provided by a Supplemental Trust Agreement. The interest on the Certificates shall be payable semiannually from the Interest Component of Basic Rent Payments on each Interest Payment Date, except as otherwise provided by a Supplemental Trust Agreement. Interest on the Certificates shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months, except as otherwise provided by a Supplemental Trust Agreement. Except as otherwise provided in Section 4.01 (b) hereof, the Certificates shall be numbered in such manner as the Trustee deems appropriate.

(i) Except as provided in Section 4.11 hereof, the principal of all Certificates shall be payable at the Principal Office of the Trustee. Payment of the principal of all Certificates shall be made upon the presentation and surrender of such Certificates as the same shall become due and payable. Payment of interest on the Certificates shall be by check or draft mailed to the Owner as of the close of business on the Record Date at his address as it appears on the Certificate Register maintained by the Trustee; except that, if and to the extent that there shall be a default in payment of interest due on such Interest Payment Date, such defaulted interest payment shall be paid to the Owners in whose name any such Certificates are registered at the

close of business on the fifteenth day preceding the date of payment of such defaulted interest payment; provided, however, that at the request and expense of any Owner of \$1,000,000 or more in aggregate principal amount of Outstanding Certificates as of the applicable Record Date, interest shall be paid by wire transfer on the Interest Payment Date to a bank account located in the continental United States and designated in writing to the Trustee by said Owner at least five days prior to such Interest Payment Date.

(j) Subject to the foregoing provisions of this Section, each Certificate delivered under this Trust Agreement upon transfer of or in exchange for or in lieu of any other Certificate shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Certificate and each such Certificate shall bear interest from such date, so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

#### **SECTION 4.02 DELIVERY OF SERIES 2015 CERTIFICATES.**

(a) The Series 2015 Certificates shall be executed substantially in the form and in the manner set forth herein, but before such Certificates shall be delivered by the Trustee, there shall be filed or deposited with the Trustee the following:

(i) A copy, certified by the President or Vice President of the Corporation, or his or her designee, of the resolution or resolutions of the Board of Directors of the Corporation approving the form of and authorizing the execution and delivery of the Ground Lease, the Lease Agreement, including the Lease Schedule, the Assignment of Leases, and this Trust Agreement;

(ii) A certified copy of the City ordinance authorizing the execution and delivery of the Ground Lease and the Lease Agreement, including the Lease Schedule, and this Trust Agreement and approving the form of, and execution by, the Corporation of the Assignment of Leases;

(iii) An executed copy of the Request and Authorization relating to the Certificates;

(iv) A fully executed counterpart of this Trust Agreement;

(v) A fully executed counterpart of the Ground Lease;

(vi) A fully executed counterpart of the Lease Agreement and the Lease Schedule;

(vii) A fully executed counterpart of the Assignment of Leases;

(viii) An opinion of the City Attorney of the City evidencing that title to the Land is vested in the City and that the leasehold interest of the Corporation and the Trustee in the Land under the Ground Lease is vested in the Corporation and the Trustee,

in each case, free and clear of all liens and encumbrances, except Permitted Encumbrances [or such other form of opinions acceptable to the Series 2015 Insurer];

(ix) An opinion of the City Attorney of the City, as counsel for the Corporation, to the effect that (A) the Corporation has been duly organized and is validly existing as a not-for-profit corporation in good standing under the laws of the State, and the Corporation has the power and authority to execute and deliver this Trust Agreement, the Ground Lease, the Lease Agreement, the Lease Schedule and the Assignment of Leases, (B) this Trust Agreement, the Ground Lease, the Lease Agreement, the Lease Schedule, and the Assignment of Leases have each been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and binding agreements of the Corporation enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by principles of equity;

(x) An opinion of the City Attorney of the City to the effect that (A) the City is a duly organized and validly existing municipal corporation of the State and has all necessary power and authority to execute and deliver this Trust Agreement, the Ground Lease, the Lease Agreement, and the Lease Schedule, and (B) this Trust Agreement, the Ground Lease, the Lease Agreement, and the Lease Schedule has each been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery thereof by the other parties thereto and subject to the terms and conditions thereof, constitute the valid and binding agreements of the City enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the usual equitable principles; and

(xi) An opinion of the City Attorney of the City to the effect that (A) there is no reason to believe that all material construction, zoning and land use permits, consents, approvals or licenses of governmental or public bodies, agencies and authorities which are necessary for the acquisition and construction of the Project will not be obtained; (B) based upon written opinions, certificates, statements or affidavits of any governmental employee or official, engineer, consultant or accountant reasonably believed by such counsel to be qualified in relation to the subject matter, there are no governmental actions or proceedings (except actions or proceedings that are fully covered by insurance) pending or, to such counsel's knowledge, threatened affecting the Project, which, if adversely determined, would materially adversely impair the City's ability to acquire, construct and install the Project; (C) such counsel knows of no violation and has no notice of a violation of any court order or of any law, regulation, ordinance, rule, order, code or requirement of any governmental authority having jurisdiction over all or any portion of the Project that may materially detrimentally affect the development and operation of the Project as planned; and (D) the Project has access to or abuts upon a public right of way or other public access; and

[(xii) The Series 2015 Municipal Bond Insurance Policy]; and

[(xiii) Evidence that the Reserve Account has been fully funded in an amount equal to the Reserve Requirement for the Series 2015 Certificates.]

(b) When the documents described in paragraphs (i) to (xiii), inclusive, of Section 4.02(a) hereof shall have been filed with the Trustee, and when the Certificates shall have been executed and authenticated as required by this Trust Agreement, the Trustee shall deliver the Series 2015 Certificates at one time to, or upon the order of, the Purchasers of the Series 2015 Certificates, but only upon payment to the Trustee of the purchase price of such Series 2015 Certificates and the accrued interest thereon. The Trustee shall be entitled to conclusively rely upon the resolutions described in paragraphs (i) and (ii) of Section 4.02(a) hereof as to all matters stated therein. The Trustee shall be entitled to conclusively rely upon the legal opinions described in Section 4.02(a) hereof as to all matters stated therein.

**SECTION 4.03 EXECUTION OF CERTIFICATES.** All Certificates shall be executed with the manual or facsimile signature of an authorized officer of the Trustee. In case any officer whose signature or a facsimile of whose signature shall appear on any Certificates shall cease to be such officer before the delivery of such Certificates, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. Any Certificates may bear the facsimile signature of, or may be signed by, such officer as at the actual time of the execution of such Certificates shall be the proper officer to sign such Certificates although at the dated date of such Certificates such officer may not have been such officer.

**SECTION 4.04 AUTHENTICATION OF CERTIFICATES.** Only such Certificates as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit B hereto, manually executed by the Trustee, shall be entitled to any benefit or security under this Trust Agreement. No Certificate shall be valid or obligatory for any purpose unless and until such certificate of authentication on the Certificate shall have been duly executed by the Trustee, and such certificate of the Trustee upon any such Certificate shall be conclusive evidence that such Certificate has been duly authenticated and delivered under this Trust Agreement. The Trustee's certificate of authentication on any Certificate shall be deemed to have been duly executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates that may be issued hereunder at any one time.

**SECTION 4.05 EXCHANGE OF CERTIFICATES.** Certificates, upon surrender thereof at the designated corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of Certificates of the same maturity and series, of any denomination or denominations authorized by this Trust Agreement, bearing interest at the same rate, and in the same form as the Certificates surrendered for exchange.

**SECTION 4.06        NEGOTIABILITY, REGISTRATION AND TRANSFER OF CERTIFICATES.**

(a)     The Trustee shall keep or cause to be kept a Certificate Register, which shall at all times be open to inspection by the City, the Corporation and the Owners of ten percent (10%) or more of the aggregate principal amount of Certificates then Outstanding to which such Certificate Register relates; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on the Certificate Register, of Certificates as provided herein.

(b)     The transfer of any Certificate may be registered only upon the Certificate Register upon surrender thereof to the Trustee together with an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer the Trustee shall authenticate and deliver in exchange for such Certificate a new registered Certificate or Certificates, registered in the name of the transferee, of any denomination or denominations authorized by this Trust Agreement in the aggregate principal amount equal to the principal amount of such Certificate surrendered or exchanged, of the same maturity and series and bearing interest at the same rate.

(c)     In all cases in which Certificates shall be exchanged or the transfer of Certificates shall be registered hereunder, the Trustee shall authenticate and deliver at the earliest practicable time Certificates in accordance with the provisions of this Trust Agreement. All Certificates surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Trustee. Upon the cancellation of any Certificates by the Trustee, the Trustee shall execute a certificate of cancellation in duplicate by the signature of one of its authorized officers describing the Certificates so cancelled, and executed cancellation certificates shall be filed with the City and the other executed cancellation certificate shall be retained by the Trustee. No service charge shall be made for any registration, transfer, or exchange of Certificates, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates as a condition precedent to such registration, transfer or exchange. The Trustee shall not be required to transfer or exchange Certificates (i) during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of prepayment of Certificates and ending at the close of business on the day of such mailing, (ii) so selected for prepayment in whole or in part, or (iii) during a period beginning at the opening of business on the Record Date next preceding a date set for payment of interest and ending on such Interest Payment Date.

**SECTION 4.07        OWNERSHIP OF CERTIFICATES.** The Trustee shall deem and treat the Person in whose name any Outstanding Certificate shall be registered upon the Certificate Register as the absolute Owner of such Certificate, whether such Certificate shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and interest payments with respect to such Certificate and for all other purposes, and all such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the Corporation, the City nor the Trustee shall be affected by any notice to the contrary.

**SECTION 4.08 MUTILATED, DESTROYED, STOLEN OR LOST CERTIFICATES.**

(a) In case any Certificate secured hereby shall become mutilated or be destroyed, stolen or lost, the Trustee shall cause to be executed, shall authenticate and deliver, a new Certificate of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Certificate or in lieu of and in substitution for such Certificate destroyed, stolen or lost, and the Owner shall pay the reasonable expenses and charges of the Trustee in connection therewith and, in case of a Certificate destroyed or lost, the Owner shall file with the Trustee evidence satisfactory to it and that such Certificate was destroyed or lost, and of his ownership thereof, and as a condition precedent to delivery of such new Certificate the Trustee may require indemnity satisfactory to it.

(b) Every Certificate issued pursuant to the provisions of this Section in exchange or substitution for any Certificate which is mutilated, destroyed, lost or stolen shall constitute an additional contractual obligation pursuant to the terms hereof, whether or not the destroyed, lost or stolen Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Certificates duly issued under this Trust Agreement. All Certificates shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Certificates, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

**SECTION 4.09 TEMPORARY CERTIFICATES.**

(a) Until definitive Certificates are ready for delivery, there may be executed, and upon request of the City, the Trustee shall authenticate and deliver, in lieu of definitive Certificates and subject to the same limitations and conditions, typewritten temporary Certificates, in the form of fully registered Certificates in denominations of \$5,000 or any whole multiple thereof, substantially of the tenor of the Certificates set forth in this Trust Agreement and with such appropriate omissions, insertions and variations as may be required.

(b) If temporary Certificates shall be issued, the Trustee, upon preparation of the definitive Certificates and presentation to it at its designated office of any temporary Certificate, shall cancel the same and authenticate and deliver to the Owner, without charge to such Owner, a definitive Certificate or Certificates of an equal aggregate principal amount, of the same maturity and series and bearing interest at the same rate as the temporary Certificate surrendered. Until so exchanged, the temporary Certificates shall in all respects be entitled to the same benefit and security of this Trust Agreement as the definitive Certificates to be issued and authenticated hereunder.

**SECTION 4.10 EVIDENCE OF SIGNATURES OF CERTIFICATE OWNERS AND OWNERSHIP OF CERTIFICATES.**

(a) Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Certificate Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(i) The fact and date of the execution by any Certificate Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions that the Persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(ii) The fact of the ownership of Certificates by any Certificate Owner and the amount, the Principal Payment Date and the numbers of such Certificates and the date of his ownership of the same shall be proved by the Certificate Register held by the Trustee pursuant to this Trust Agreement.

(b) Nothing contained in this Article IV shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which may seem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the City or the Trustee in pursuance of such request or consent.

**SECTION 4.11 BOOK ENTRY.** Notwithstanding the provisions in this Trust Agreement, the provisions of this Section 4.11 shall apply with respect to the Certificates so long as the Certificates are registered in a Book-Entry Only System with DTC. Such Certificates shall be issued in typewritten (or photocopy of typewritten) book-entry registration form, initially registered in the name of Cede & Co. (“Cede”), as nominee for DTC, and immobilized in the custody of DTC.

So long as a Book-Entry Only System of registration is in effect with DTC, purchasers of beneficial ownership interests in the Certificates (“Beneficial Owners”) will not receive certificates representing their interests in the Certificates, and references in this Trust Agreement to the Owners of the Certificates (the “Registered Owners”) shall mean Cede and shall not mean the Beneficial Owners.

So long as Cede, as nominee for DTC, is the Registered Owner, the Trustee will treat Cede as the only Registered Owner for all purposes under this Trust Agreement, including receipt of all payments on the Certificates, receipt of notices, voting rights and requesting or directing the Trustee to take or not to take, or consenting to, certain actions under this Trust Agreement.

The Trustee shall not have any responsibility or obligation to DTC's participants (the "DTC Participants") or other entities that clear through or have a custodial relationship with a DTC Participant directly or indirectly (the "Indirect Participants") or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC, any DTC Participant or any Indirect Participant; (b) the payment by DTC of any amount due to any DTC Participant or the payment by any DTC Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of payments made on the Certificates; (c) the delivery or timeliness of delivery by DTC of any notice to any DTC Participant or the delivery or timeliness of delivery by any DTC Participant or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms hereof to be given to Registered Owners; (d) the selection of the Beneficial Owners to receive payments in the event of any partial prepayment of the Certificates; or (e) any consent given or other action taken by DTC or Cede, as Registered Owner.

The Trustee shall cease to maintain a Book-Entry Only System of registration with DTC, in the event that:

(a) DTC determines not to continue to act as securities depository for the Certificates; or

(b) the Trustee has advised DTC of the Corporation's determination that DTC is incapable of discharging its duties; or

(c) the Corporation determines that it is in the best interest of the Beneficial Owners not to continue a Book-Entry Only System or that the interests of the Beneficial Owners of the Certificates might be adversely affected if a Book-Entry Only System is continued.

Upon occurrence of the events described in (a) or (b) above, the Trustee shall attempt to establish a Book-Entry Only System of registration with another qualified securities depository, and, if successful, (i) shall so notify Beneficial Owners of the Certificates through DTC, and (ii) take such other actions as shall be necessary to establish a Book-Entry Only System of registration with such other depository.

If the Trustee does not establish a Book-Entry Only System of registration with another qualified securities depository in replacement of DTC, the Trustee shall authenticate and deliver replacement Certificates in printed certificate form to those persons who are identified by DTC (and by the DTC Participants and Indirect Participants through DTC) as the Beneficial Owners of such Certificates.

## SECTION 4.12 COMPLETION CERTIFICATES.

(a) Subject to Section 13.13 hereof, Completion Certificates may be issued under and secured by this Trust Agreement, subject to the conditions hereinafter provided in this Section, at any time or times for the purposes of (i) providing necessary funds to complete payment of the Costs of the Project previously financed hereunder or to finance additional property which shall be added to the Project or which shall be substituted for a portion of the Project, (ii) making a deposit, if required by the related amended Lease Schedule, to the Reserve Account, (iii) paying capitalized interest on such Completion Certificates, and (iv) paying the Costs of Issuance relating to said Completion Certificates. Except for the purposes of Section 6.03 of the Lease Agreement, such Completion Certificates, for purposes of this Trust Agreement and the Lease Agreement, shall constitute a part of the same series of Certificates as the Certificates issued to pay the original Costs of the Project. Such Completion Certificates shall be executed substantially in the form and in the manner set forth herein, but before such Completion Certificates shall be delivered by the Trustee, there shall be filed or deposited with the Trustee the following:

(i) A copy, certified by the Secretary of the Corporation, or his or her designee, of the resolution or resolutions of the Board of Directors of the Corporation approving the form of and authorizing the execution and delivery of the Ground Lease, the Lease Agreement, including the Lease Schedule as amended to take into account the Completion Certificates, the Assignment of Leases, this Trust Agreement and the Supplemental Trust Agreement relating to such Completion Certificates;

(ii) A certified copy of the City ordinance authorizing the execution and delivery of the Ground Lease, the Lease Agreement, including the Lease Schedule relating to the original Project as amended to take into account the Completion Certificates, this Trust Agreement and the Supplemental Trust Agreement relating to such Completion Certificates and approving the execution and delivery by the Corporation of the Assignment of Leases;

(iii) An executed copy of the Request and Authorization relating to such Completion Certificates;

(iv) A fully executed counterpart of this Trust Agreement and the Supplemental Trust Agreement relating to such Completion Certificates;

(v) A fully executed counterpart of the Ground Lease, the Lease Agreement and the Lease Schedule relating to the original Project as amended to take into account the Completion Certificates, the change, if any, to such Project and the additional Basic Rent Payments that would have to be made thereunder;

(vi) A fully executed counterpart of the Assignment of Leases;

(vii) An opinion of the City Attorney of the City evidencing that title to the Land is vested in the City and that the leasehold interest of the Corporation and the

Trustee in the Land under the Ground Lease is vested in the Corporation and the Trustee, in each case free and clear of all liens and encumbrances, except Permitted Encumbrances or such other form of opinion acceptable to the Insurer, if any, of the Completion Certificates;

(viii) An opinion of the City Attorney of the City, as counsel for the Corporation, to the effect that (A) the Corporation has been duly organized and is validly existing as a not-for-profit corporation in good standing under the laws of the State, and the Corporation has the power and authority to execute and deliver this Trust Agreement, the Supplemental Trust Agreement relating to such Completion Certificates, the Ground Lease, the Lease Agreement, the Lease Schedule relating to the original Project as amended to take into account the Completion Certificates and the Assignment of Leases, (B) this Trust Agreement, the Supplemental Trust Agreement relating to such Completion Certificates, the Ground Lease, the Lease Agreement, the Lease Schedule relating to the original Project as amended to take into account the Completion Certificates, and the Assignment of Leases has each been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and binding agreements of the Corporation enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by usual equity principles;

(ix) An opinion of the City Attorney of the City to the effect that (A) the City is a duly organized and validly existing municipal corporation of the State and has all necessary power and authority to execute and deliver the Ground Lease, the Lease Agreement and the Lease Schedule relating to the original Project as amended to take into account the Completion Certificates, this Trust Agreement and the Supplemental Trust Agreement relating to such Completion Certificates, (B) the Ground Lease, the Lease Agreement and the Lease Schedule relating to the original Project as amended to take into account the Completion Certificates, this Trust Agreement and the Supplemental Trust Agreement relating to such Completion Certificates has each been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery thereof by the other parties thereto and subject to the terms and conditions thereof, constitute the valid and binding agreements of the City enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the usual equitable principles and (C) to such counsel's knowledge after due investigation, all permits or approvals required for the lease, construction and operation of the Project, if any, have been obtained;

(x) An opinion of the City Attorney of the City to the effect that (A) there is no reason to believe that all material construction, zoning and land use permits, consents, approvals or licenses of governmental or public bodies, agencies and authorities which are necessary for the acquisition and construction of the Project, including any modifications thereto for which the Completion Certificates were issued, will not be obtained; (B) based upon written opinions, certificates, statements or affidavits of any

governmental employee or official, engineer, consultant or accountant reasonably believed by such counsel to be qualified in relation to the subject matter, there are no governmental actions or proceedings (except actions or proceedings that are fully covered by insurance) pending or, to such counsel's knowledge, threatened affecting the Project, including any modifications thereto for which the Completion Certificates were issued, will not be obtained which, if adversely determined, would materially adversely impair the City's ability to acquire, construct and install the Project; (C) such counsel knows of no violation and has no notice of a violation of any court order or of any law, regulation, ordinance, rule, order, code or requirement of any governmental authority having jurisdiction over all or any portion of the Project, including any modifications thereto for which the Completion Certificates were issued, will not be obtained that may materially detrimentally affect the development and operation of the Project as planned; and (D) the Project, including any modifications thereto for which the Completion Certificates were issued, will not be obtained has access to or abuts upon a public right of way or other public access, unless otherwise covered under the title policy relating to the Land and to be delivered in connection with the Series 2015 Certificates;

(xi) An opinion of Special Counsel to the effect that (A) except for Completion Certificates issued as Taxable Certificates and subject to customary qualifications, the Interest Component of such series of Completion Certificates is excluded from the gross income of the Owners thereof for purposes of federal income taxation and (B) if Certificates other than Taxable Certificates are Outstanding, the issuance of such Completion Certificates will not, in and of itself, adversely affect the exclusion from gross income of the Interest Component of such other Outstanding Certificates, to the extent then excluded; and

(xii) Evidence that the Reserve Requirement, if any, as same will exist upon issuance of the Completion Certificates, has been fully funded.

(b) When the documents described in paragraphs (i) to (xii), inclusive, of Section 4.12(a) hereof shall have been filed with the Trustee and when the Completion Certificates shall have been executed and authenticated as required by this Trust Agreement, the Trustee shall deliver the Completion Certificates at one time to, or upon the order of, the Purchasers of such Completion Certificates, but only upon payment to the Trustee of the purchase price of the Completion Certificates and the accrued interest thereon. The Trustee shall be entitled to conclusively rely upon the resolutions described in paragraphs (i) and (ii) of Section 4.12(a) hereof as to all matters stated therein. The Trustee shall be entitled to conclusively rely upon the legal opinions described in Section 4.12(a) hereof as to all matters stated therein.

(c) The proceeds of the Completion Certificates may also be used to capitalize interest on such Completion Certificates and/or pay Costs of Issuance, and shall be deposited in the Pledged Funds in such manner and in such amounts as determined by the Supplemental Trust Agreement relating to authorization of such Completion Certificates. The Completion Certificates shall be secured on a parity with all Outstanding Certificates in accordance with the terms hereof.

#### **SECTION 4.13 REFUNDING CERTIFICATES.**

(a) Subject to Section 13.13 hereof, Refunding Certificates may be issued under and secured by this Trust Agreement, subject to the conditions hereinafter provided in this Section, at any time or times, for the purposes of (i) providing funds for refunding part or all of the Certificates at or prior to their maturity or maturities, including the payment of any Prepayment Premium thereon and interest which will accrue on such Certificates to their dates of payment, (ii) making a deposit, if required by the related amended Lease Schedule, to the Reserve Account, and (iii) paying the Costs of Issuance relating to said Refunding Certificates.

(b) Such Refunding Certificates shall be executed substantially in the form and manner set forth herein, but before the Refunding Certificates shall be delivered by the Trustee, there shall be filed or deposited with the Trustee the following:

(i) A copy, certified by the Secretary of the Corporation, or his or her designee, of the resolution or resolutions of the Board of Directors of the Corporation approving the form of and authorizing the execution and delivery of the Ground Lease, the Lease Agreement, including the Lease Schedule relating to the Refunding Certificates (which may be in the form of amendments to the Lease Schedule), the Assignment of Leases, this Trust Agreement and the Supplemental Trust Agreement relating to such Refunding Certificates;

(ii) A certified copy of the City ordinance authorizing the execution and delivery of the Ground Lease, the Lease Agreement, including the Lease Schedule relating to the Refunding Certificates (which may be in the form of amendments to the Lease Schedule), this Trust Agreement and the Supplemental Trust Agreement relating to such Refunding Certificates and approving the form of, and authorizing execution by, the Corporation of the Assignment of Leases;

(iii) An executed copy of the Request and Authorization relating to such Refunding Certificates;

(iv) A fully executed counterpart of this Trust Agreement and the Supplemental Trust Agreement relating to such Refunding Certificates;

(v) A fully executed counterpart of the Ground Lease;

(vi) A fully executed counterpart of the Lease Agreement and the Lease Schedule as amended to take into account the Refunding Certificates;

(vii) A fully executed counterpart of the Assignment of Leases;

(viii) A fully executed counterpart of an Escrow Deposit Agreement.

(ix) An opinion of the City Attorney of the City evidencing that title to the Land is vested in the City and the leasehold interest of the Corporation and the Trustee in the Land under the Ground Lease is vested in the Corporation and the Trustee, in each case, free and clear of all liens and encumbrances, except Permitted Encumbrances or such other form of title opinion acceptable to the Insurer of the Refunding Certificates;

(x) An opinion of the City Attorney of the City, as counsel for the Corporation, to the effect that (A) the Corporation has been duly organized and is validly existing as a not-for-profit corporation in good standing under the laws of the State, and the Corporation has the power and authority to execute and deliver this Trust Agreement, the Supplemental Trust Agreement relating to such Refunding Certificates, the Ground Lease, the Lease Agreement, the Lease Schedule relating to the Refunding Certificates (which may be in the form of amendments to the Lease Schedule), and the Assignment of Leases, and (B) this Trust Agreement, the Supplemental Trust Agreement relating to such Refunding Certificates, the Ground Lease, the Lease Agreement, the Lease Schedule relating to the Refunding Certificates (which may be in the form of amendments to the Lease Schedule), and the Assignment of Leases has each been duly authorized, executed and delivered by the Corporation and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid and binding agreements of the Corporation enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by usual equity principles;

(xi) An opinion of the City Attorney of the City to the effect that (A) the City is a duly organized and validly existing municipal corporation of the State and has all necessary power and authority to execute and deliver the Ground Lease, the Lease Agreement and the Lease Schedule relating to the Refunding Certificates (which may be in the form of amendments to the Lease Schedule), the Trust Agreement and the Supplemental Trust Agreement relating to such Refunding Certificates, (B) the Ground Lease, the Lease Agreement and the Lease Schedule relating to the Refunding Certificates (which may be in the form of amendments to the Lease Schedule relating to the Certificates to be refunded), this Trust Agreement and the Supplemental Trust Agreement relating to the Refunding Certificates has each been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery thereof by the other parties thereto and subject to the terms and conditions thereof, constitute the valid and binding agreements of the City enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the usual equitable principles;

(xii) An opinion of Special Counsel to the effect that (A) except in the case of Refunding Certificates issued as Taxable Certificates, and subject to customary qualifications, the Interest Component of the Refunding Certificates and the Refunded Certificates (if other than Taxable Certificates) is or will remain excluded from the gross income of the Owner thereof for purposes of federal income taxation and (B), in the case

of an advance refunding, the Refunded Certificates have been defeased in accordance with the terms hereof;

(xiii) A report of a certified public accountant or firm of certified public accountants verifying the mathematical accuracy of calculations supplied by the City, or its designee, that the proceeds of such Refunding Certificates plus any other moneys available for such purpose, including investment earnings, shall be not less than an amount sufficient to pay the principal of and the Prepayment Premium, if any, on the Certificates to be refunded and the Interest Component of Basic Rent Payments represented by the Certificates which will accrue thereon to the prepayment date or maturity dates applicable thereto;

(xiv) Evidence that the Reserve Requirement, if any, as same will exist upon issuance of the Refunding Certificates, has been fully funded; and

(xv) Except with respect to Refunding Certificates which will result in debt service savings with respect to the Certificates to be refunded, the consent of any Insurer which has insured a series of Certificates that will remain Outstanding after issuance of the Refunding Certificates.

(c) When the documents described in paragraphs (i) through (xv), inclusive, of Section 4.13(b) hereof shall have been filed with the Trustee and when the Refunding Certificates shall have been executed and authenticated, the Trustee shall deliver such Refunding Certificates to or upon the order of the Purchasers thereof, but only upon payment to the Trustee of the purchase price of such Refunding Certificates, plus accrued interest, if any. The Trustee shall be entitled to conclusively rely upon the resolutions described in paragraphs (i) and (ii) of Section 4.13(b) hereof as to all matters stated herein. The Trustee shall be entitled to conclusively rely upon the legal opinions described in Section 4.13(b) hereof as to all matters stated therein.

(d) Other than for amounts required to pay Costs of Issuance or to make deposits to the Reserve Account, the proceeds of such Refunding Certificates and any other moneys received by the Trustee or other escrow agent acceptable to the City for such purpose, shall be held by the Trustee or such other escrow agent in a special fund appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, Prepayment Premium, if any, and interest on the Certificates to be refunded, all as provided in Section 12.01 hereof.

(e) The Trustee is hereby authorized, at the written direction of the City, to remove moneys from the Principal Account, the Interest Account and the Reserve Account pledged to the payment of the Certificates to be refunded and apply the same in the manner required by the Supplemental Trust Agreement authorizing the issuance of the Refunding Certificates.

(f) Subject to the provisions of Section 4.13(e) hereof, the Refunding Certificates shall be secured in the same manner and from the same Pledged Funds as were the Certificates to be refunded in accordance with the terms hereof.

**SECTION 4.14 PAYMENTS FROM TRUST ESTATE ONLY;  
DISTRIBUTION OF TRUST ESTATE.**

(a) Each Certificate executed and delivered pursuant to this Trust Agreement shall rank pari passu and be equally and ratably secured under this Trust Agreement with each other Certificate issued pursuant to this Trust Agreement and Outstanding, without preference, priority or distinction of any such Certificate over any other such Certificate.

(b) Except as otherwise expressly provided in Section 4.14(a) above, and elsewhere herein, all amounts payable by the Trustee with respect to the Certificates shall be paid only from the Trust Estate or from any other amounts derived from the Project and only to the extent that the Trustee shall have actually received sufficient income or proceeds from the Trust Estate to make such payments. Each Certificate Holder agrees, except as otherwise expressly provided herein, to look solely to the income of and the proceeds from the Trust Estate to the extent available for distribution to such holder as herein provided and that the Trustee is not personally liable to any Certificate Holder for any amounts payable under this Trust Agreement or subject to any liability whatsoever under this Trust Agreement except as a result of negligence or willful misconduct by the Trustee.

**ARTICLE V  
PREPAYMENT**

**SECTION 5.01 PREPAYMENT.** The terms of this Article V shall apply to the prepayment of Series 2015 Certificates. Additional prepayment provisions with respect to Completion Certificates and Refunding Certificates shall be as set forth in the Supplemental Trust Agreement relating to authorization of the same.

(a) The Series 2015 Certificates are subject to Extraordinary Prepayment, in whole, on any date, or in part, on any Extraordinary Prepayment Date (if in part, in any order of maturity as directed by the City or, in the absence of such direction, in inverse order of maturity and by lot within maturities), without Prepayment Premium, at a Prepayment Price equal to 100% of the Principal Component of Basic Rent Payments to be prepaid, together with accrued interest to the Extraordinary Prepayment Date, from the Net Proceeds of insurance or condemnation or other amounts deposited with the Trustee pursuant to Section 5.08 of the Lease Agreement. The Extraordinary Prepayment Date with respect to any partial Extraordinary Prepayment shall be the next succeeding Interest Payment Date following the receipt by the Trustee of the moneys to be used for such prepayment; provided, however, if such Interest Payment Date occurs within forty (40) days of receipt by the Trustee of the moneys to be used for such prepayment, the Extraordinary Prepayment Date shall be the second succeeding Interest Payment Date.

(b) The Series 2015 Certificates maturing on or before January 1, 20\_\_ shall not be subject to prepayment at the option of the City. Any of the Series 2015 Certificates maturing after January 1, 20\_\_ may be prepaid, from optional prepayments of Basic Rent Payments made by the City pursuant to the Lease Agreement, in whole or in part on January 1, 20\_\_ or any date

thereafter, and in such order of maturities as may be designated by the City, or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, without Prepayment Premium, at a Prepayment Price equal to 100% of the Principal Component of Basic Rent Payments to be prepaid, together with accrued interest to the prepayment date.

(c) The Series 2015 Term Certificates maturing on January 1, 20\_\_ shall be subject to mandatory prepayment, without Prepayment Premium, commencing on January 1, 20\_\_ from Amortization Installments in the amounts and in the years set forth below (the Trustee shall select such Series 2015 Certificates by lot in such manner as it deems appropriate):

Payment Date <u>(January 1)</u>	<u>Amortization Installment</u> \$
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\*Final Maturity

**SECTION 5.02      SELECTION OF CERTIFICATES TO BE PREPAID.**

(a) When Certificates are selected for prepayment by lot, selection of Certificates for prepayment shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Certificate to be prepaid shall be in the principal amount of \$5,000 or any whole multiple thereof, and that in selecting portions of Certificates for prepayment, the Trustee shall treat each such Certificate as representing that number of Certificates which is obtained by dividing the principal amount with respect to such Certificate by \$5,000.

(b) Upon any prepayment pursuant to this Article V, the Trustee shall provide the City with, or cause to be provided, a revised schedule of Basic Rent Payments to take into account such prepayment which shall be and become for all purposes part of the Lease Agreement.

**SECTION 5.03      NOTICE OF PREPAYMENT.**

(a) When prepayment of Certificates is authorized or required pursuant to the provisions hereof and of any Supplemental Trust Agreement relating to such Certificates, the Trustee shall give to the Owners of Certificates to be prepaid notice, at the expense of the City, of the prepayment of the Certificates. Such notice shall state: (i) the CUSIP numbers of all Certificates being prepaid, (ii) the original issue date of such Certificates, (iii) the maturity date, series and rate of interest borne by each Certificate being prepaid, (iv) the prepayment date, (v) the Prepayment Price, (vi) the date on which such notice is mailed, (vii) if less than all Outstanding Certificates are to be prepaid, the certificate number (and, in the case of a partial

prepayment of any Certificate, the principal amount) of each Certificate to be prepaid, (viii) that on such prepayment date there shall become due and payable upon each Certificate to be prepaid the Prepayment Price thereof, or the Prepayment Price of the specified portions of the principal thereof in the case of Certificates to be prepaid in part only, together with interest accrued thereon to the prepayment date, and that from and after such date interest thereon shall cease to accrue and be payable, (ix) that the Certificates to be prepaid, whether as a whole or in part, are to be surrendered for payment of the Prepayment Price at the designated corporate trust office of the Trustee at an address specified, and (x) the name and telephone number of a person designated by the Trustee to be responsible for such prepayment, if any.

(b) Notice of such prepayment shall be given by first class mail, postage prepaid, not more than sixty (60) days or fewer than thirty (30) days prior to said date of prepayment, to the Owners of any Certificates to be prepaid. Any defect in such notice as mailed shall not affect the validity of the proceedings for the prepayment of the Certificates for which proper notice has been given.

(c) In addition to the mailing of the notice described above, further notice of prepayment shall be provided as set forth in the following sentence provided, however, that failure to provide such further notice of prepayment or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for prepayment if notice thereof is given as prescribed in Sections 5.03(a) and 5.03(b) hereof. Each further notice of prepayment shall be sent on the second Business Day prior to the date regular notice of prepayment is given by certified mail or overnight delivery service or telecopy to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Certificates and on the date notice of prepayment is given, notice of prepayment shall be mailed to at least two national information services which disseminate notices of prepayment of obligations such as the Certificates.

(d) If at the time of mailing of notice of an optional prepayment, the City shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Certificates called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

#### **SECTION 5.04 DEPOSIT OF PREPAYMENT AMOUNTS; EFFECT OF CALLING FOR PREPAYMENT.**

On the date fixed for prepayment, notice having been given in the manner and under the conditions hereinabove provided, the Certificates or portions thereof called for prepayment shall be due and payable at the Prepayment Price provided therefor, except as otherwise provided in the notice of prepayment. If money or Refunding Securities, or a combination of both, sufficient to pay the Prepayment Price of the Certificates to be prepaid (including accrued interest thereon to the date fixed for prepayment), are held by the Trustee in trust for the Owners of Certificates to be prepaid, interest on the Certificates called for prepayment shall cease to accrue as of the date set for prepayment; such Certificates shall cease to be entitled to any benefits or security under this Trust Agreement or to be deemed Outstanding; and the Owners of such Certificates

shall have no rights in respect thereof except to receive payment of the Prepayment Price thereof (including accrued interest to the date fixed for prepayment) from the moneys and/or Refunding Securities held therefor. Certificates and portions of Certificates for which irrevocable instructions to pay on one or more specified dates or to call for prepayment at the earliest prepayment date have been given to the Trustee in form satisfactory to it shall not thereafter be deemed to be Outstanding under this Trust Agreement and shall cease to be entitled to the security of or any rights under this Trust Agreement, other than rights to receive payment of the Prepayment Price thereof (including accrued interest thereon to the date fixed for prepayment), to be given notice of prepayment in the manner provided in Section 5.03 hereof, and, to the extent hereinafter provided, to receive Certificates for any unpaid portions of Certificates if money or Refunding Securities, or a combination of both, sufficient to pay the Prepayment Premium of such Certificates or portions thereof, together with accrued interest thereon to the date upon which such Certificates are to be prepaid, are held in separate accounts by the Trustee in trust for the Owners of such Certificates.

**SECTION 5.05 PREPAYMENT OF A PORTION OF CERTIFICATES.** If a portion of an Outstanding Certificate shall be selected for prepayment, the Owner thereof or his attorney or legal representative shall present and surrender such Certificate to the Trustee for payment of the principal amount thereof so called for prepayment and the Prepayment Premium, if any, on such principal amount, and the Trustee shall authenticate and deliver to or upon the order of such Owner or his legal representative, without charge therefor, for the unpaid portion of the principal amount of the Certificate so surrendered, a Certificate of the same maturity and series and bearing interest at the same rate; provided, however, that if the Owner is a securities depository nominee, the securities depository, in its discretion, (a) may surrender such Certificate to the Trustee and request that the Trustee authenticate and deliver a new Certificate for the portion of the principal amount of the Certificate so surrendered which was not prepaid, or (b) shall make an appropriate notation on the Certificate indicating the dates and amounts of such reduction in principal.

**SECTION 5.06 CANCELLATION.** Certificates so prepaid, presented and surrendered shall be cancelled upon the surrender thereof.

## **ARTICLE VI ESTABLISHMENT AND ADMINISTRATION OF FUNDS AND ACCOUNTS**

**SECTION 6.01 APPLICATION OF CERTIFICATE PROCEEDS.** On the date of delivery of the Certificates, the Trustee agrees to deposit the proceeds of the Certificates as provided in the Request and Authorization relating to the Certificates, which shall be in substantially the form provided in Exhibit C attached hereto.

### **SECTION 6.02 CREATION OF FUNDS AND ACCOUNTS.**

(a) There is hereby established with the Trustee the following funds and accounts:

(i) The "Project Fund." The Trustee shall maintain three separate accounts in the Project Fund: the "Project Account," the "Costs of Issuance Account" and the "Capitalized Interest Account."

(ii) The "Lease Payment Fund." The Trustee shall maintain three separate accounts in the Lease Payment Fund: the "Principal Account," the "Interest Account" and the "Reserve Account."

(iii) The "Prepayment Fund."

(iv) The "Rebate Fund."

(v) The "Earnings Fund."

(vi) The "Supplemental Rent Fund."

Moneys in the aforementioned Pledged Funds (which excludes the Rebate Fund, the Costs of Issuance Account and the Supplemental Rent Fund) until applied in accordance with the provisions hereof, shall be subject to an exclusive first lien and charge in favor of the Owners of the Certificates and for the further security of such Owners in accordance with the terms hereof. The Trustee shall keep and hold moneys in the funds and accounts established pursuant to this Section separate and apart from all other funds and moneys held by it. Separate accounts or subaccounts in the funds and accounts established hereby may be created as contemplated herein.

### **SECTION 6.03 PROJECT ACCOUNT.**

(a) The Trustee shall deposit into the Project Account (i) a portion of the proceeds from the Certificates in accordance with the Request and Authorization, (ii) any additional amounts deposited with the Trustee by the City for the purpose of paying additional Project Costs in accordance with Section 3.05 of the Lease Agreement, (iii) any unexpended moneys remaining in the Costs of Issuance Account required to be deposited into the Project Account in accordance with Section 3.07 of the Lease Agreement, and (iv) any Net Proceeds deposited with the Trustee by the City pursuant to Section 5.08 of the Lease Agreement. Amounts in the Project Account shall be disbursed for Costs of the Project and for no other purpose except as provided in Sections 6.03(b), (c) and (d) hereof. Disbursements from the Project Account shall be made by the Trustee upon receipt of a completed Requisition, in substantially the form attached hereto as Exhibit D, signed by an Authorized Officer. The Trustee may conclusively and exclusively rely on such Requisition for purposes of disbursing money from the Project Account.

(b) The completion of the acquisition, construction and installation of the Project and the Completion Date thereof shall be evidenced by a Certificate of Acceptance executed by the City in the form attached as an exhibit to the Lease Agreement, which Certificate of Acceptance shall be filed with the Trustee upon completion of the Project. Upon the filing of such Certificate of Acceptance any amounts remaining in the Project Account shall, if the City so elects, be retained in such Project Account to pay any remaining Costs of the Project or be applied to reimburse the City for Costs of the Project funded by the City from sources other than Certificate

proceeds, provided an opinion of Special Counsel is first delivered to the Trustee concluding that such application will not cause the exemption from federal income tax of the interest portion of the Basic Rent Payments represented by the Certificates to be adversely affected by such application (which opinion of Special Counsel will not be required when only Taxable Certificates are Outstanding) and, thereafter, any balance remaining shall be transferred to the Lease Payment Fund and applied as a credit to Basic Rent Payments due under the Lease Schedule in accordance with Section 6.06(a) hereof. In the event that the Lease Term terminates prior to the execution by the City of a Certificate of Acceptance, the Trustee shall transfer all amounts remaining in the Project Account to the special account established by the Trustee for the Certificates pursuant to Section 8.04 hereof and applied in accordance with said Section 8.04.

(c) Upon the receipt of a certificate executed by an Authorized Officer of the City stating that all the Project Costs with respect to repair, restoration, or acquisition of replacement property of the Project in accordance with Section 5.08(b) of the Lease Agreement have been paid and the repair, restoration or acquisition of replacement property of the Project has been completed and approved and accepted by the City in accordance with Section 5.08(b) of the Lease Agreement, the funds derived from Net Proceeds deposited with the Trustee pursuant to Section 5.08(b) of the Lease Agreement and remaining in the Project Account (the "Remaining Net Proceeds Funds") shall be deposited into the Lease Payment Fund in accordance with Section 6.06(a) hereof. If the City provides a certificate of an Authorized Officer of the City that all or a portion of moneys then on deposit in the Project Account are required to pay costs of repair, restoration or acquisition of replacement property of the Project for items which have been or will be ordered or contracted, or sales or use taxes of such items if such sales or use taxes are or will be payable but have not yet been paid, then such Remaining Net Proceeds Funds or portions thereof shall be retained in the Project Account for the purpose of payment of said costs described in said certificate.

(d) Notwithstanding anything herein to the contrary, interest and other income earned from the investment of moneys in the Project Account ("Project Account Income") shall be transferred and deposited as follows: (1) upon the Trustee's receipt of written notice from the Corporation or the Rebate Analyst stating that Project Account Income exceeds the yield (as defined in Section 148(h) of the Code) on the Certificates (other than Taxable Certificates) and stating the amount of such excess yield, then (1) the Project Account Income constituting such excess yield shall be transferred and deposited into the Earnings Fund as set forth in Section 6.08 hereof, and (2) except as provided in the foregoing, which shall not apply when only Taxable Certificates are Outstanding, (1), all Project Account Income shall be (A) prior to delivery of the Certificate of Acceptance, retained in the Project Account, and (B) after the delivery of the Certificate of Acceptance, transferred and deposited first, into the Reserve Account to the extent funds on deposit therein are less than the Reserve Requirement, if any, and second, into the Lease Payment Fund.

(e) A separate subaccount in the Project Account may be established in connection with the issuance of Completion Certificates, which shall be subject to the provisions of this Section 6.03, unless otherwise provided in the Supplemental Trust Agreement relating thereto.

#### **SECTION 6.04 COSTS OF ISSUANCE ACCOUNT.**

(a) The Trustee shall deposit into the Costs of Issuance Account a portion of the proceeds of the Certificates in accordance with the Request and Authorization. Amounts in the Costs of Issuance Account may be disbursed for Costs of Issuance no more than twelve (12) months from the date of delivery of the related series of Certificates. Disbursements from the Costs of Issuance Account shall be made by the Trustee upon receipt of a Requisition, in substantially the form attached hereto as Exhibit E, executed in accordance with Section 3.04 of the Lease Agreement.

(b) Notwithstanding anything herein to the contrary, interest and other income earned from the investment of moneys in the Costs of Issuance Account ("Costs of Issuance Account Income") shall be transferred and deposited as follows: (1) upon the Trustee's receipt of written notice from the Corporation or the Rebate Analyst stating that Costs of Issuance Account Income exceeds the yield (as defined in Section 148(h) of the Code) on the Certificates (other than Taxable Certificates) and stating the amount of such excess yield, then (1) such Costs of Issuance Account Income constituting such excess yield shall be transferred and deposited into the Earnings Fund as set forth in Section 6.08 hereof, and (2) except as provided in the foregoing, which shall not apply when only Taxable Certificates are Outstanding, (1), all Costs of Issuance Account Income shall be (A) prior to delivery of the Certificate of Acceptance, transferred to the Project Account, and (B) after the delivery of the Certificate of Acceptance, transferred and deposited first, into the Reserve Account to the extent funds on deposit therein are less than the Reserve Requirement, and second, into the Lease Payment Fund.

(c) Upon receipt of a certificate executed by an Authorized Officer of the City stating that all Costs of Issuance relating to the Certificates have been paid or provision for payment thereof has been made, the Trustee shall transfer any amounts remaining in the Costs of Issuance Account to the Project Account and the Costs of Issuance Account shall be closed; provided however, that if a Certificate of Acceptance has heretofore been delivered by the City with respect to the Project, such remaining amounts shall be transferred to the Lease Payment Fund in accordance with Section 6.06(a) hereof and if such certificate is not received by the Trustee within six (6) months after the last date upon which funds were on deposit in the Costs of Issuance Account, the Trustee may, upon fifteen (15) days' written notice to the Corporation and the City, close the Costs of Issuance Account.

(d) Separate subaccounts in the Costs of Issuance Account may be established in connection with the issuance of Completion Certificates and Refunding Certificates, which shall be subject to the provisions of this Section 6.04, unless otherwise provided in the Supplemental Trust Agreement relating thereto.

#### **SECTION 6.05 CAPITALIZED INTEREST ACCOUNT.**

(a) The Trustee shall deposit into the Capitalized Interest Account a portion of the proceeds of the Certificates in accordance with the Request and Authorization. Funds in the Capitalized Interest Account shall be transferred to the Interest Account in the Lease Payment Fund on each Interest Payment Date in an amount necessary to pay the interest coming due on

the Certificates on such Interest Payment Dates. Such transfer shall be made on the Business Day prior to each Interest Payment Date for the Certificates until such date as there are no amounts remaining in the Capitalized Interest Account and the Capitalized Interest Account shall be closed.

(b) Notwithstanding anything herein to the contrary, interest and other income earned from the investment of moneys in the Capitalized Interest Account (“Capitalized Interest Account Income”) shall be transferred and deposited as follows: upon the Trustee’s receipt of written notice from the Corporation or the Rebate Analyst stating that Capitalized Interest Account Income exceeds the yield (as defined in Section 148(h) of the Code) on the Certificates and stating the amount of such excess yield, then (1) such Capitalized Interest Account Income constituting such excess yield shall be transferred and deposited into the Earnings Fund as set forth in Section 6.08 hereof, and (2) except as provided in the foregoing (1), which shall not apply when only Taxable Certificates are Outstanding, all Capitalized Interest Account Income shall be (A) prior to delivery of the Certificate of Acceptance, transferred to the Project Account, and (B) after the delivery of the Certificate of Acceptance, transferred and deposited first, into the Reserve Account to the extent funds on deposit therein are less than the Reserve Requirement, and second, into the Lease Payment Fund.

(c) A separate subaccount in the Capitalized Interest Account may be established in connection with the issuance of Completion Certificates, which shall be subject to the provisions of this Section 6.05, unless otherwise provided in the Supplemental Trust Agreement relating thereto.

**SECTION 6.06 DISPOSITION OF BASIC RENT PAYMENTS; DEPOSITS TO LEASE PAYMENT FUND.**

(a) Deposits of Available Revenues made by the City pursuant to the Lease Agreement with the Trustee, as assignee of the Corporation pursuant to the Lease Agreement and pursuant to the Assignment of Leases, any amounts required to be deposited into the Lease Payment Fund in accordance with Section 3.08 and Section 5.08(b) of the Lease Agreement, any amounts required to be deposited into the Lease Payment Fund in accordance with Sections 6.03(b), (c) and (d), Section 6.04 and Section 6.05 hereof, and any amounts required to be deposited into the Lease Payment Fund pursuant to Section 6.07 hereof, shall be deposited as received by the Trustee in the Lease Payment Fund in the following manner and in the following order of priority:

(i) Subject to the provisions of Section 6.05 hereof, there shall be deposited to the Interest Account from the Interest Component of Basic Lease and other amounts so deposited (including accrued interest), an amount which shall be sufficient to pay the interest becoming due on the Certificates on the next succeeding Interest Payment Date and any other amounts required to be deposited to the credit of the Lease Payment Fund. Moneys in the Interest Account shall be used to pay the interest on the Certificates as and when the same becomes due, whether by prepayment or otherwise, and for no other purpose. No further deposit need be made to the Interest Account when the moneys

therein are equal to the interest coming due on all Outstanding Certificates on the next succeeding Interest Payment Date.

(ii) There shall be deposited to the Principal Account from the Principal Component of Basic Lease and other amounts so deposited, an amount which shall be sufficient to pay the principal and the Amortization Installment becoming due on such Certificates on the next succeeding Principal Payment Date and any other amounts required to be deposited to the credit of the Lease Payment Fund. Moneys in the Principal Account shall be used to pay the principal and the Amortization Installment of the Certificates as and when the same shall mature or are prepaid, and for no other purpose. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal and the Amortization Installment coming due on all Outstanding Certificates on the next succeeding date on which principal or amortization becomes due.

(b) Whenever there has been a prepayment of Basic Rent Payments, for any reason, the Trustee shall prepare, or cause to be prepared, and transmit to the City a revised schedule of Basic Rent Payments reflecting such prepayment.

(c) Separate subaccounts in the Interest Account and Principal Account may be established in connection with the issuance of Completion Certificates and Refunding Certificates, which shall be subject to the provisions of this Section 6.06, unless otherwise provided in the Supplemental Trust Agreement relating thereto.

#### **SECTION 6.07 RESERVE ACCOUNT.**

(a) (i) [Alternative #1: Subject to Section 13.13 hereof, the Reserve Account shall be initially funded by the deposit of moneys from the proceeds of the sale of the Series 2015 Certificates [a Reserve Account Surety Bond], in a total amount which equals the Reserve Requirement as it exists on the date of issuance of the Series 2015 Certificates.]

[Alternative #2: The Reserve Account does not secure the Series 2015 Certificates. If a series of Completion Certificates or Refunding Certificates hereafter issued is intended to be secured by the Reserve Account, as evidenced by the Supplemental Trust Agreement relating to such series of Certificates, the applicable Supplement Trust Agreement will set forth the applicable Reserve Account Requirement for such series of Certificates and provisions relating to the application of funds in the Reserve Account.]

[The following provisions will be included if Alternative #1 is used]

[(ii) If a series of Completion Certificates or Refunding Certificates hereafter issued is intended to be secured by the Reserve Account, the Reserve Account shall be fully funded on the date of issuance thereof in an amount equal to the Reserve Requirement therefor and for any other Certificates Outstanding and secured by the Reserve Account in accordance herewith and the related Lease Schedule.

(iii) Separate subaccounts in the Reserve Account shall be established in the Reserve Account to distinguish Taxable Certificates from Certificates hereafter issued as Certificates the interest on which is intended to be excluded from gross income for Federal income tax purposes (referred to in this Section 6.07 as “Tax-Exempt Certificates”). Such subaccounts shall be subject to the provisions of this Section 6.07 unless otherwise provided in the Supplemental Trust Agreement relating to the series of Certificates secured thereby. Unless otherwise provided in the Supplemental Trust Agreement relating to a series of Completion Certificates or Refunding Certificates, amounts in a subaccount in the Reserve Account securing Tax-Exempt Certificates shall not be used to make payments of the Interest Component or Principal Component of Basic Rent Payments allocable to Taxable Certificates, unless the City obtains an opinion of Special Counsel permitting such monies to be applied for that purpose.

(b) If on any Payment Date, after exhausting the amounts in the Capitalized Interest Account relating to Certificates secured by the Reserve Account, the amounts in the Interest Account or the Principal Account are less than the interest, principal and Amortization Installments then due in relation to the Certificates secured by the Reserve Account, the Trustee shall transfer, from the Reserve Account (or subaccounts therein), to the Interest Account or Principal Account, an amount sufficient to make up any deficiency therein, subject to the provisions of Section 6.07(a)(iii) above. In the event of any such transfer, except subsequent to an Event of Non-Appropriation, the Trustee, shall, within five (5) days after making such transfer, provide written notice to the City of the amount and date of such transfer and the City shall, within twelve (12) months of receipt of such written notice, pay to the Trustee from Available Revenues budgeted and appropriated as Supplemental Rent, for deposit into the Reserve Account (or subaccounts therein), an amount necessary to cause the moneys in the Reserve Account (or subaccounts therein) to be equal to the Reserve Requirement applicable thereto.

(c) The Trustee is hereby authorized to accept [the initial Reserve Account Surety Bond and] at any time any [subsequent] Reserve Account Surety Bond in satisfaction of the Reserve Requirement for the Reserve Account pursuant to Section 4.03(g) of the Lease Agreement. The Insurer providing the Reserve Account Surety Bond shall be rated in one of the two highest categories by one of two nationally recognized rating agencies, or any combination thereof, at the time of deposit of the Reserve Account Surety Bond it issues. To the extent necessary to comply with this Section, the Trustee is hereby directed to take any and all actions required to draw on initial Reserve Account Surety Bond and any subsequent Reserve Account Surety Bond deposited in the Reserve Account. If a disbursement is made from a Reserve Account Surety Bond, the City shall cause the maximum limits of such Reserve Account Surety Bond to be reinstated as soon as it is able following such disbursement, from Available Revenues budgeted and appropriated as Supplemental Rent, and prior to funding any cash requirement of the Reserve Account, by depositing funds in the amount of the disbursement made under such instrument with the issuer thereof, together with interest thereon to the date of reimbursement at the rate set forth in such Reserve Account Surety Bond, but in no case greater than the maximum rate of interest permitted by law.

(d) Moneys in the Reserve Account shall only be used for the purpose of making up deficiencies in the Interest Account or Principal Account (or subaccounts therein) in the event

that moneys therein are less than the Interest Component and Principal Component of Basic Rent Payments then due on any Payment Date with respect to the Certificates secured by the Reserve Account (or subaccounts therein), subject to the provisions of Section 6.07(a)(iii) above.

(e) If on any Payment Date, the amount of all payments due and payable on the Certificates secured by the Reserve Account (or a subaccounts therein) exceeds the amount on hand in the Interest Account and the Principal Account (or subaccounts therein) relating to the Certificates secured by the Reserve Account, taking into account any transfers made from the Reserve Account (or subaccounts therein) pursuant to Sections 6.07(a) and 6.07(b) hereof, the Trustee shall apply the moneys on hand therein first, to the payment of all past due interest with respect to such Certificates secured by the Reserve Account or subaccounts therein, and, second, to the payment of that portion of the unpaid principal or Amortization Installment of such Certificates which is then past due, pro rata if necessary, in all cases subject to the provisions of Section 6.07(a)(iii) above.

(f) Whenever the moneys in the Lease Payment Fund, including the Reserve Account, shall be sufficient to pay the principal of, Amortization Installments and interest coming due on all Outstanding Certificates, moneys in the Reserve Account shall be deposited to the Interest Account and Principal Account as required to pay such Certificates, subject to the provisions of Section 6.07(a)(iii) above, and no further Basic Rent Payments shall be required under the Lease Agreement.

(g) If, after the date Certificates are prepaid pursuant to the provisions of Article V and Section 6.09 hereof, the amounts in the Reserve Account exceed the Reserve Requirement applicable thereto then in effect, adjusted to reflect such prepayment, or the Reserve Requirement is decreased for any other reason, the Trustee shall deposit such excess to the Interest Account, subject to the provisions of Section 6.07(a)(iii) above. In the event that the Trustee receives written notice from the Corporation or the Rebate Analyst stating that the amount of interest and other income earned from the investment of moneys in the Reserve Account ("Reserve Account Income") exceeds the yield (as defined in Section 148(h) of the Code) on the Tax-Exempt Certificates and stating the amount of such excess yield, then (1) such Reserve Account Income constituting such excess yield shall be transferred and deposited into the Earnings Fund as set forth in Section 6.08 hereof, and (2) except as provided in the foregoing (1), which shall not apply when only Taxable Certificates are Outstanding, all Reserve Account Income shall transferred to the Interest Account subject to the provisions of Section 6.07(a)(iii) above.]

## **SECTION 6.08 EARNINGS FUND.**

(a) All interest and other income earned from the investment of moneys ("Investment Earnings") in (i) the Capitalized Interest Account, (ii) the Project Account, (iii) the Costs of Issuance Account, and (iv) the Reserve Account, to the extent such interest and other income earned from the investment of moneys in such accounts exceed the yield (as defined in Section 148(h) of the Code) on the Certificates (other than Taxable Certificates), shall be transferred and deposited into the Earnings Fund upon the Trustee's receipt of appropriate written notice. The Corporation or the Rebate Analyst shall provide written notice to the Trustee of the amount and

disposition of any interest and other income earned from the investment of moneys in such accounts which exceeds the yield (as defined in Section 148(h) of the Code) on the Certificates (other than Taxable Certificates).

(b) Moneys on deposit in the Earnings Fund shall be applied in the following manner:

(i) Upon receipt by the Trustee of a written notice from the Corporation or the Rebate Analyst pursuant to Section 6.14 hereof, if applicable, the Trustee shall transfer from the Earnings Fund to the Rebate Fund the amount, if any, required to be transferred to the Rebate Fund under Section 6.14 hereof; and

(ii) Promptly after making such required transfer to the Rebate Fund (or after receipt of such notification if no amount is required to be transferred), if applicable, the Trustee shall deposit the balance remaining in the Earnings Fund (A) prior to the delivery of the Certificate of Acceptance, to the Project Account, and (B) after the delivery of the Certificate of Acceptance, first to the Reserve Account to the extent funds on deposit therein are less than the Reserve Requirement; and second, to the Lease Payment Fund.

(c) At the time of deposit of Investment Earnings in the Earnings Fund, the Trustee shall report the amount of said deposit to the City.

**SECTION 6.09 PREPAYMENT FUND.** The Trustee shall deposit to the Prepayment Fund for prepayment of Certificates in accordance with Article V hereof (a) any amounts deposited by the City for the purpose of paying the Prepayment Price of all or a portion of such Certificates on an Optional Prepayment Date or Mandatory Prepayment Date in accordance with this Trust Agreement, and (b) any Net Proceeds required to be transferred to the Prepayment Fund pursuant to Section 5.08(c) of the Lease Agreement. Said moneys shall be set aside in the Prepayment Fund solely for the purpose of prepaying the Certificates in advance of their maturity and shall be applied to the prepayment at the applicable Prepayment Price of such Certificates being prepaid on such prepayment date. Interest on such prepaid Certificates shall be paid from the Interest Account, except to the extent moneys for payment of interest were deposited to the Prepayment Fund, in which case it shall be paid from the Prepayment Fund.

**SECTION 6.10 SUPPLEMENTAL RENT FUND.** There shall be deposited to the Supplemental Rent Fund all payments made by the City pursuant to Section 4.03(f) of the Lease Agreement. Amounts deposited shall be deposited to the Supplemental Rent Fund on each Principal Payment Date and shall be applied on each Principal Payment Date as follows (provided, however that notwithstanding anything to the contrary herein the payment referred to in (b) may be paid by the City directly to the Corporation):

(a) to the Trustee an annual fee equal to \$1,250.00 for its services under this Trust Agreement, which shall be in addition to any other costs and expenses due to the Trustee hereunder and under the Lease Agreement; and

(b) to the Corporation, \$1,000.00 for its administrative expenses, including annual corporate filing fees payable to the State of Florida and legal fees of the Corporation; and

(c) to such other Persons in payment of such other amounts as the Corporation or City may direct in accordance with Section 4.03(f) of the Lease Agreement.

**SECTION 6.11 DEPOSIT AND INVESTMENT OF MONEYS IN ACCOUNTS.** All moneys held by the Trustee in any of the funds or accounts established pursuant to this Trust Agreement shall be deposited or invested in Permitted Investments. The City, prior to termination of the Lease Agreement, and the Corporation thereafter, each through its Authorized Officer, shall provide the Trustee written instructions with respect to investment of the moneys held hereunder in Permitted Investments and the Trustee shall make investments in accordance with said instructions. In the event the City or the Corporation, as the case may be, does not provide the Trustee with written instructions with respect to investments, the Trustee shall have no duty to keep such funds fully invested. The Trustee may conclusively rely upon the Corporation's written instructions as to both the suitability and legality of all directed investments. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such investments. Notwithstanding anything to the contrary herein, in no event shall the Trustee have any liability for any loss from any directed investments. Although the City and the Corporation each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City and the Corporation hereby agree that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

**SECTION 6.12 EARNINGS ON FUNDS AND ACCOUNTS.** Except as otherwise provided herein, investment earnings on the funds and accounts held hereunder shall be retained in such fund or account.

**SECTION 6.13 CREDIT AGAINST LEASE PAYMENTS.** Not earlier than thirty (30) days and not later than fifteen (15) days prior to each Payment Date, the Trustee shall report to the City the amount of the credit against Basic Rent Payments available to the City under the Lease Agreement. Such credit shall be an amount equal to the sum of (a) the amount of interest and other income deposited in the Interest Account pursuant to Section 6.12 hereof since the date of the previous report made by the Trustee pursuant to this Section, (b) the amount of moneys, if any, transferred to the Interest Account and Principal Account pursuant to Section 6.03, Section 6.04 and Section 6.05 hereof since the date of the previous report made by the Trustee pursuant to this Section, (c) the amount of moneys, if any, transferred to the Interest Account pursuant to Section 6.07(f) hereof since the date of the previous report made by the Trustee pursuant to this Section, plus (d) the amount, if any, on deposit in the Principal Account and the Interest Account on the date of the report made by the Trustee pursuant to this Section which is not derived from the sources described in clauses (a), (b) and (c) above. In addition to the credit referenced in the preceding sentence, the Trustee and the Corporation acknowledge that there shall be applied as a credit against Basic Rent Payments payable on a Payment Date an amount equal to the amount then on deposit in the Interest Account representing accrued interest

and that the amount in the Reserve Account shall be applied as a credit against the last Basic Rent Payments as provided in Section 6.07(f) hereof. In the event that the total amount of the credit exceeds the Basic Rent Payment due on the Payment Date following said report, the amount of said excess shall be applied as a credit against the next subsequent Basic Rent Payments.

**SECTION 6.14 APPLICATION OF MONEYS IN THE REBATE FUND.**

(a) At the written direction of the Corporation, the Trustee shall pay to the United States, out of amounts in the Rebate Fund, the rebate requirement, in the amounts and at the times described in each Tax Regulatory Agreement or any letter of instructions given in connection therewith.

(b) In the event that, prior to the time of any required payment out of the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the City shall deposit with the Trustee for application to the Rebate Fund an amount equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this subsection shall be made in the manner described in each Tax Regulatory Agreement or any letter of instructions given in connection therewith.

(c) Any Tax Regulatory Agreement shall be amended from time to time as, in the opinion of Special Counsel, shall be necessary to reflect the current status of the Code in regard to the rebate requirement.

(d) Any funds remaining in the Rebate Fund, after prepayment and payment of all of the Certificates and any amounts required to be paid to the United States, or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees or other amounts to the Trustee and satisfaction of the rebate requirement described in the Tax Regulatory Agreement, shall be withdrawn by the Trustee and remitted to the City.

(e) The City and the Corporation shall execute a Tax Regulatory Agreement in connection with each series of Certificates (other than Taxable Certificates) relating to the rebate requirement described herein, unless Special Counsel determines such Tax Regulatory Agreement is unnecessary.

(f) No deposits to or withdrawals from the Rebate Fund shall be required in connection with Taxable Certificates.

**SECTION 6.15 METHOD OF VALUATION AND FREQUENCY OF VALUATION.** In computing the amount in any fund or account, Permitted Investments in which money in such fund or account is invested shall be valued at one hundred per centum (100%) of the principal or face amount thereof; provided, that Permitted Investments in which money in the Reserve Account is invested shall be valued at fair market value and marked to market at least once per year on October 1, except as may otherwise be required in Section 13.13 hereof. With respect to all funds and accounts, valuation shall occur annually; provided that, in the event of a withdrawal from the Reserve Account, if funded, the Reserve Account shall be

valued immediately after such withdrawal and monthly thereafter until the amount on deposit in the Reserve Account equals the Reserve Requirement. If amounts on deposit in the Reserve Account, if any, shall be less than the applicable Reserve Requirement, if any, as a result of a failure by the City to make any Basic Rent Payments, such deficiency shall be made up immediately from first available moneys after required deposits to the Lease Payment Fund.

**SECTION 6.16 INVESTMENT OF AMOUNTS REPRESENTING ACCRUED INTEREST AND CAPITALIZED INTEREST.** Subject to Section 6.11, all amounts representing accrued and capitalized interest shall be held by the Trustee, pledged solely to the payment of Interest Portions of the Basic Rent Payments under the Lease-Purchase Agreement in accordance with the provisions hereof and invested at the written direction of an Authorized Officer of the Corporation only in Permitted Investments maturing at such time and in such amounts as are necessary to match the interest payments to which they are pledged.

**SECTION 6.17 NO UNAUTHORIZED TRANSFERS.** No amount shall be withdrawn or transferred from or paid out of any fund or account except as expressly provided in this Trust Agreement.

## **ARTICLE VII GENERAL COVENANTS AND REPRESENTATIONS**

**SECTION 7.01 CITY TO PERFORM AGREEMENTS.** The City covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Ground Lease and the Lease Agreement to the extent so imposed, except to the extent that such obligations and duties have been assigned to other parties pursuant to the Ground Lease, the Lease Agreement and this Trust Agreement.

**SECTION 7.02 CORPORATION TO PERFORM AGREEMENTS.** The Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Ground Lease, the Lease Agreement, and the Assignment of Leases, to the extent so imposed.

**SECTION 7.03 NO OBLIGATION WITH RESPECT TO PERFORMANCE BY TRUSTEE.** The Corporation and the City shall not have any obligation or liability to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

**SECTION 7.04 NO LIABILITY TO OWNERS FOR PAYMENT.** Except as provided in this Trust Agreement, neither the Corporation nor the Trustee shall have any obligation or liability to the Owners of the Certificates with respect to the payment of the Lease Payments by the City when due, or with respect to the performance by the City of any other covenants made by it in the Lease Agreement.

**SECTION 7.05 COVENANT NOT TO IMPAIR TAX STATUS OF CERTIFICATES.** Prior to an Event of Default or an Event of Non-Appropriation, neither the

Corporation nor the City shall take nor permit nor suffer to be taken nor fail to take any action within their control, or direct the Trustee to take or fail to take any action, which action or failure to act would impair the exclusion, if applicable, from gross income for federal income tax purposes of the Interest Component of the Basic Rent Payments relating to Certificates (other than Taxable Certificates), including the calculation and payment of any rebate necessary to preserve the exclusion. Prior to an Event of Default or an Event of Non-Appropriation, neither the Corporation nor the City shall permit or direct the investment of any proceeds of the Certificates or the Lease Payments by the Trustee in such a manner that would result in the Certificates (other than Taxable Certificates) being characterized as “arbitrage bonds” under Section 148 of the Code. Prior to an Event of Default or an Event of Non-Appropriation, the Corporation and the City will comply with the provisions of the arbitrage certificate and the exhibits thereto executed by the City which relates to the Certificates (other than Taxable Certificates). This Agreement shall not be construed to constrain in any manner the ability of the Trustee to sublease or otherwise dispose of the Parking Garage Land and the Parking Garage following an Event of a Default or Event of Non-Appropriation under the Lease Agreement, subject to the requirements of the Ground Lease and the Lease Agreement, including, without limitation, Section 5 of the Ground Lease and Sections 4.07 and Article VII of the Lease Agreement which require, among other matters, that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large throughout the Ground Lease Term. With respect to the obligations of the Trustee pursuant to this Section, the Trustee shall be liable only as a result of negligence or willful misconduct.

**SECTION 7.06 DIRECTORS, MEMBERS, OFFICERS AND EMPLOYEES OF TRUSTEE, CORPORATION, AND CITY EXEMPT FROM PERSONAL LIABILITY.** No recourse shall be had for the obligations specified hereunder, under the Certificates or under the Lease Agreement or for any claim based hereon or thereon or upon any representation, obligation, covenant or agreement in this Trust Agreement or the Certificates or the Lease Agreement against any past, present or future officer, vendor, employee, director or agent of the Trustee, the Corporation, or the City as such, either directly or through the Trustee, the Corporation, or the City, or any successor thereto under any statute or rule of law or equity, constitution or by the enforcement or any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Trust Agreement, the Ground Lease, the Lease Agreement and the issuance of the Certificates.

**SECTION 7.07 CORPORATION OBLIGATIONS FOR PROJECT.**

(a) The Corporation holds a leasehold interest to the Land and the Project, subject to the rights of the City under the Lease Agreement. In consideration of the issuance of the Certificates, the Corporation agrees that if an Event of Default described in Section 8.01(d) hereof or an Event of Non-Appropriation occurs, it shall, at the request of the Trustee, take all actions necessary in order to fully transfer its leasehold interest in the Parking Garage Land and the Parking Garage to the Trustee. In accordance with the terms of Section 8.03 hereof and except as provided in Section 7.03 of the Lease Agreement, the Trustee may exercise such remedies with respect to the leasehold interest if an Event of Default described in Section 8.01(d) or an Event of Non-Appropriation occurs. The proceeds from the exercise of any such remedies

shall be used as provided in Section 8.04 hereof. If the City relinquishes possession of the Parking Garage Land and the Parking Garage pursuant to the Lease Agreement subsequent to an Event of Default described in Section 8.01(d) or an Event of Non-Appropriation hereof, the Corporation hereby agrees that the Trustee may, subject to the provisions of Section 9.02 hereof, take possession of the Parking Garage Land and the Parking Garage and shall have complete authority over the disposition of the Parking Garage Land and the Parking Garage for the remaining term of the Ground Lease in accordance with the terms hereof and of the Ground Lease and the Lease Agreement, including that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large throughout the Ground Lease Term. The Corporation will promptly comply with all directions of the Trustee in regard to such disposition. As a condition to the acceptance by the Trustee of possession of the Parking Garage Land and the Parking Garage, the Trustee shall have the right to receive from the City such assurances, reports and opinions as to the absence of hazardous substances and such other environmental matters with respect to the Parking Garage Land and the Parking Garage as the Trustee may reasonably request.

(b) The City and Corporation agree that they shall not place any lien or encumbrance on the Land and the Project, except Permitted Encumbrances. In addition, the Corporation shall not join in or consent to the re-letting or other disposition of the Parking Garage Land and the Parking Garage, or any portion thereof, except as may be directed by the Trustee and permitted by the terms of the Lease Agreement or as shall be required by the terms of the Lease Agreement.

**SECTION 7.08 PROJECT ESSENTIAL.** The City represents that it has an immediate need for the Project and expects to make immediate use of the Project, which need is not temporary or expected to diminish during the Maximum Lease Term.

## **ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES**

**SECTION 8.01 EVENTS OF DEFAULT.** Each of the following events is hereby declared an Event of Default under the Trust Agreement

(a) Payment of any installment of interest on any Certificate shall not be made when the same shall become due and payable; or

(b) Payment of the principal, Amortization Installment or the Prepayment Premium, if any, of any Certificate shall not be made when the same shall become due and payable, whether at maturity or by proceedings for mandatory prepayment or otherwise; or

(c) Default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Trust Agreement or any Supplemental Trust Agreement and such default shall continue for thirty (30) days after receipt by the City and the Corporation of a written notice from the Trustee specifying such default and requiring the same to be remedied unless the Trustee has agreed in writing to an extension of such time prior

to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City or the Corporation, or its assignee, within the applicable period and diligently pursued until the default is corrected; or

(d) An “Event of Default” shall have occurred under the Lease Agreement, and it shall not have been remedied or waived.

**SECTION 8.02 ACCELERATION OF MATURITIES.** Upon the happening and continuance of any Event of Default specified in Section 8.01 hereof, or an Event of Non-Appropriation specified in Section 7.01 of the Lease Agreement, the Trustee, may, and shall, upon the written request of the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding, by notice in writing to the City and the Corporation, shall declare the principal of all Certificates then Outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Certificates or in this Trust Agreement to the contrary notwithstanding; provided, further, that if at any time after the principal of the Certificates shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Trust Agreement, moneys shall have accumulated in or shall have been paid into the Lease Payment Fund sufficient to pay the principal of all matured Certificates and all arrears of interest, if any, upon all Certificates then Outstanding (except the principal of any Certificate not then due and payable by its terms and the interest accrued on such since the last Interest Payment Date), and the charges, compensations, expenses, disbursements, advances and liabilities of the Trustee and all other amounts then payable by the City under the Lease Agreement shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee, and every other default known to the Trustee in the observance or performance of any covenant, condition or agreement contained in the Certificates or in this Trust Agreement (other than a default in the payment of the principal of such Certificates then due only because of a declaration under this Section) shall have been remedied to the satisfaction of the Trustee, then and in every such case the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of Certificates not then due and payable by their terms (Certificates then due and payable only because of a declaration under this Section shall not be deemed to be due and payable by their terms) and then Outstanding, shall, by written notice to the City and the Corporation, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent Event of Default hereunder or impair any right consequent thereon.

**SECTION 8.03 ENFORCEMENT OF REMEDIES.**

(a) Upon the happening and continuance of any Event of Default specified in Section 8.01 hereof, or an Event of Non-Appropriation specified in Section 7.01 of the Lease Agreement, then and in every such case the Trustee may, and shall, upon the written request of the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding, proceed, subject to the provisions of Section 9.02 of this Trust Agreement, to protect and enforce its rights and the rights of the Owners under the laws of the State, under this Trust Agreement, the Ground

Lease or the Lease Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid of execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel chosen by the Trustee, shall deem most effectual to protect and enforce such rights. The Trustee may also exercise all remedies it or the Corporation may have under law and under the Trust Agreement, the Ground Lease and the Lease Agreement.

(b) In the enforcement of any remedy under this Trust Agreement, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default hereunder becoming and remaining due from the City for principal, interest or otherwise under any of the provisions of this Trust Agreement or of the Certificates, together with interest on overdue payments of principal at the rate of interest equal to the then current weighted average interest rate of the Outstanding Certificates and all reasonable costs and expenses of collection and of all proceedings hereunder, without prejudice to any other right or remedy of the Trustee or of the Owners and to recover and enforce any judgment or decree against the City, but solely as provided herein, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from money available for such purposes), in any manner provided by law, the money adjudged or decreed to be payable.

(c) As provided in Section 7.07 hereof and subject to the limitations thereof, the Trustee, upon an Event of Default described in Section 8.01(d) hereof or an Event of Non-Appropriation, may take possession of the Parking Garage Land and the Parking Garage, and it shall, if the City relinquishes possession of the Parking Garage Land and the Parking Garage pursuant to the Lease Agreement subsequent to an Event of Default described in Section 8.01(d) hereof, take possession of the Parking Garage Land and the Parking Garage, in accordance with the provisions of Section 7.07 hereof. Upon taking possession of the Land and the Project, the Trustee is authorized to re-let or otherwise dispose of the Corporation's interest in the Parking Garage Land and the Parking Garage, or any portion thereof, for the benefit of the Owners of the Certificates, subject to the terms and conditions of the Ground Lease and the Lease Agreement, including that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large.

(d) When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of an Event of Default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

#### **SECTION 8.04 PRO-RATA APPLICATION OF FUNDS.**

(a) Anything in this Trust Agreement to the contrary notwithstanding, if at any time the money in the Lease Payment Fund shall not be sufficient to pay the interest on or the principal of the Certificates as the same shall become due and payable (either by their terms or by acceleration of maturities under the provisions of Section 8.02 hereof), the Trustee,

subsequent to payment of all reasonable costs and expenses relating to collection of such moneys and reasonable fees, costs and expenses of the Trustee including reasonable legal fees, costs and expenses, shall deposit all moneys derived from the re-letting or other disposition of the Parking Garage Land and the Parking Garage as permitted by the Ground Lease and Lease Agreement, including moneys and damages collected in connection therewith, and all moneys in the Pledged Funds (amounts in the Project Account may, at the discretion of the Trustee, be retained in such account to continue payment of the acquisition and construction of the Project) into a special account established for the sole benefit of the Owners of the Certificates and shall apply moneys in such special account as follows:

- FIRST: to the payment to the Persons entitled thereto of all installments of interest on such Certificates then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Certificates;
- SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any Certificates that shall have become due and payable whether at maturity or upon acceleration, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Certificates due and payable on any particular date, then to the payment ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference;
- THIRD: to the payment of the interest on and the principal of such Certificates, to the purchase and retirement of such Certificates, and to the prepayment of such Certificates, all in accordance with the provisions hereof; and
- FOURTH: to the payment of any surplus moneys to the City.

(b) Whenever money is to be applied by the Trustee pursuant to the provisions of this Section, such money shall be applied by the Trustee at such times and from time to time, as the Trustee in its sole discretion shall determine, having due regard for the amount of such money available for such application and the likelihood of additional money becoming available for such application in the future; the setting aside of such money, in trust for the proper purpose, shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Corporation, the City, to any Owner or to any other Person for any delay in applying any such money so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Trust Agreement as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be a Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give notice by first class mail,

postage prepaid, to all Owners of the fixing of any such date, and shall not be required to make payment to the Owner of any Certificates until such Certificates shall be surrendered to the Trustee for cancellation if fully paid.

**SECTION 8.05 EFFECT OF DISCONTINUANCE OF PROCEEDINGS.** If any proceeding taken by the Trustee or Owners on account of any Event of Default hereunder shall have been discontinued or abandoned for any reason, then and in every such case, the Corporation, the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

**SECTION 8.06 CONTROL OF PROCEEDINGS BY OWNERS.** The Owners of a majority in aggregate principal amount of the Certificates then Outstanding shall have the right, subject to the provisions of Section 9.02 of this Trust Agreement, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in regard to such Certificates, provided that such direction shall be in accordance with law and the provisions of this Trust Agreement and the Lease Agreement.

**SECTION 8.07 RESTRICTIONS UPON ACTIONS BY INDIVIDUAL OWNERS.** Except as provided in Section 8.13 of this Trust Agreement, no Owner shall have any right to institute any suit, action or proceeding in equity or at law on any Certificate or for the execution of any trust hereunder or for any other remedy hereunder unless such Owner previously shall have given to the Trustee written notice of the Event of Default or Event of Non-Appropriation on account of which such suit, action or proceeding is to be instituted, and unless also the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding shall have made a written request of the Trustee after the right to exercise such powers or right of action as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers hereinabove granted or to institute such action, suit or proceedings in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Agreement or to any other remedy hereunder. It is understood and intended that, except as otherwise above provided, no one or more Owners shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Trust Agreement, or to enforce any right hereunder except in the manner provided, that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Owners and that any individual rights of action or other right given to one or more of such Owners by law are restricted by this Trust Agreement to the rights and remedies herein provided.

**SECTION 8.08 APPOINTMENT OF A RECEIVER.** Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Trust Agreement, the Trustee shall

be entitled to the appointment of a receiver or receivers for the Project with such powers as the court making such appointments shall confer.

**SECTION 8.09 ENFORCEMENT OF RIGHTS OF ACTION.** All rights of action (including the right to file proof of claim) under this Trust Agreement or under any Certificates may be enforced by the Trustee without the possession of any Certificates or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Owners hereby secured, and any recovery of judgment shall be for the equal benefit of the Owners.

**SECTION 8.10 NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

**SECTION 8.11 WAIVERS.** No delay or omission by the Trustee or of any Owner in the exercise of any right or power occurring upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such Event of Default hereunder or any acquiescence therein; and every power or remedy given by this Trust Agreement to the Trustee and to the Owners may be exercised from time to time and as often as may be deemed expedient. The Trustee may, and upon written request of the Owners of not less than a majority in principal amount of the Certificates then Outstanding, shall, waive any Event of Default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Trust Agreement or before the completion of the enforcement of any rights of the Trustee hereunder, but such waiver shall not waive any subsequent Event of Default hereunder or impair any rights or remedies consequent thereon.

**SECTION 8.12 NOTICE OF DEFAULT.** The Trustee shall mail to all Owners, at their addresses as they appear on the Certificate Register, written notice of the occurrence of any Event of Default set forth in Section 8.01 hereof, or an Event of Non-Appropriation specified in Section 7.01 of the Lease Agreement, within thirty (30) days after the Trustee shall have notice of the same; provided that, except upon the happening of an Event of Default specified in clauses (a) and (b) of Section 8.01 of this Trust Agreement, the Trustee may withhold such notice to the Owners, if in its opinion such withholding is in the interest of the Owners; and provided, further, that the Trustee shall not be subject to any liability to any Owner by reason of its failure to mail any such notice.

**SECTION 8.13 RIGHT TO ENFORCE PAYMENT OF CERTIFICATES UNIMPAIRED.** If the Trustee shall fail to take actions required of it pursuant to this Article, nothing in this Article shall affect or impair the right of any Owner to enforce the payment of the principal of and interest on his Certificate or the obligation to pay the principal of and interest on each Certificate to the Owner thereof at the time and place in said Certificate expressed.

**ARTICLE IX  
CONCERNING THE TRUSTEE**

**SECTION 9.01 ACCEPTANCE OF DUTIES.**

(a) The Trustee by execution hereof accepts and agrees to fulfill the trusts imposed upon it by this Trust Agreement, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Trust Agreement. Prior to the occurrence of any Event of Default hereunder or Event of Non-Appropriation and after the curing of any Events of Default that may have occurred, the Trustee shall perform such duties and only such duties of the Trustee as are specifically set forth in this Trust Agreement. During the existence of any such Event of Default that has not been cured or upon the Event of Non-Appropriation, the Trustee shall exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) No provision of this Trust Agreement, any Certificate, the Ground Lease, the Lease Agreement, or the Assignment of Leases shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) Unless an Event of Default shall have occurred and be continuing and following an Event of Non-Appropriation:

(A) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Agreement, the Ground Lease, the Lease Agreement, and the Assignment of Leases, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Agreement, the Ground Lease, the Lease Agreement, and the Assignment of Leases, and no implied covenants or obligations shall be read into this Trust Agreement, the Ground Lease, the Lease Agreement, or the Assignment of Leases against the Trustee; and

(B) the Trustee may conclusively rely, as to the accuracy of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to it by the City and the Corporation conforming to the requirements of this Trust Agreement, the Ground Lease, the Lease Agreement, and the Assignment of Leases,

(ii) At all times, regardless of whether or not any such Event of Default or Event of Non-Appropriation shall exist:

(A) the Trustee shall not be liable for any error of judgment made by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(B) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners as provided in Article VIII hereof, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any power conferred upon the Trustee under this Trust Agreement, the Ground Lease and the Lease Agreement;

(C) the Trustee may consult with counsel and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(D) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty;

(E) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Certificates, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Certificates;

(F) The Trustee shall have no duty to review or analyze any financial statements or reports delivered to it by the City or the Corporation or to verify the accuracy thereof and shall hold such financial statements and reports solely as a repository for the benefit of the Owners; the Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner; and

(G) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture, the Lease Agreement or any other agreement relating to the Certificates arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances; and

(iii) None of the provisions contained in this Trust Agreement, the Ground Lease, the Lease Agreement, and the Assignment of Leases as applicable shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

**SECTION 9.02 INDEMNIFICATION OF TRUSTEE AS CONDITION FOR REMEDIAL ACTION.** The Trustee shall be under no obligation to institute any suit or to take any remedial proceeding in the Event of a Default under this Trust Agreement or an Event of Non-Appropriation or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of any of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its reasonable satisfaction against any and all reasonable costs, expenses, outlays and reasonable counsel fees, costs and expenses and other reasonable disbursements, and against all liability which may reasonably arise out of the remedial proceeding proposed to be taken, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances. The Trustee nevertheless may, in its sole-discretion, but is not required to, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in such case the Trustee shall be entitled to reimbursement from any money in its possession under the provisions of this Trust Agreement and shall be entitled to a preference therefor over any Certificates Outstanding hereunder.

**SECTION 9.03 LIMITATIONS ON OBLIGATIONS AND RESPONSIBILITIES OF TRUSTEE.** The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the City or the Corporation, or to report, or make or file claims or proof of loss for, any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. Except as to the acceptance of the trusts by its execution of this Trust Agreement, the Trustee shall have no responsibility in respect of the validity, sufficiency, due execution or acknowledgment of this Trust Agreement, or in respect of the validity of Certificates or the due execution or issuance thereof. The Trustee shall be under no obligation to see that any duties herein imposed upon the Corporation, the City, any depository other than a Trustee as depository, or any party other than itself, or any covenants herein contained on the part of any party other than itself to be performed, shall be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed.

**SECTION 9.04 TRUSTEE NOT LIABLE FOR FAILURE OF CORPORATION OR CITY TO ACT.** The Trustee shall not be liable or responsible because of the failure of the Corporation or the City or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Corporation or the City or because of the loss of any money arising through the insolvency or the act or default or omission of any depository other than a Trustee depository in which such money shall have been deposited under the provisions of this Trust Agreement. The Trustee shall not be responsible for the application of any of the proceeds of Certificates or any other money deposited with it and paid out, withdrawn or transferred hereunder if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Trust Agreement. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

**SECTION 9.05 COMPENSATION AND INDEMNIFICATION OF TRUSTEE.** Subject to the provisions of any contract between the Corporation, the City and the Trustee relating to the compensation of the Trustee, the Corporation shall pay or cause the City to pay to the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and the performance of its powers and duties hereunder and shall, to the extent permitted by applicable law, indemnify and save the Trustee and its officers, directors and employees harmless against any liabilities that they may incur in the proper exercise and performance of the Trustee's powers and duties hereunder and under the Lease Agreement or any other document relating to the Certificates. The foregoing indemnifications provided by the Corporation shall survive the termination of this Indenture, the payment in full of the Certificates or the sooner resignation or removal of the Trustee and shall inure to the benefit of the Trustee's successors and assigns. During the continuance of an Event of Default referred to in Section 8.01(a) or (b) or an Event of Non-Appropriation, or the Trustee shall have a first charge against the Trust Estate for its fees and expenses.

**SECTION 9.06 STATEMENTS FROM TRUSTEE.**

(a) It shall be the duty of the Trustee, on a quarterly basis, to file with the Corporation and City a statement setting forth in respect of the preceding one-month period:

(i) the amount withdrawn or transferred by it and the amount deposited with it on account of each fund or account held by it under the provisions of this Trust Agreement,

(ii) the amount on deposit with it at the end of such period in each such fund or account,

(iii) a brief description of all obligations held by it as an investment of money in each such fund or account,

(iv) the amount applied to the purchase or prepayment of Certificates under the provisions of Article V of this Trust Agreement and a description of the Certificates or portions thereof so purchased or prepaid, and

(v) any other information that an Authorized Officer of the City may reasonably request in writing.

(b) In addition, on each anniversary date of the issuance of the Certificates, the Trustee shall file with the Corporation the information in its possession necessary to determine the rebatable arbitrage as set forth in the Tax Regulatory Agreement.

(c) All records and files pertaining to Certificates, the Corporation and the City in the custody of the Trustee shall be open at all reasonable times during the normal business hours of the Trustee to the inspection of the City, the Corporation and their agents and representatives.

**SECTION 9.07 TRUSTEE MAY RELY ON CERTIFICATES.** If at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which this Trust Agreement provides for permitting or taking any action, the Trustee may conclusively rely upon any certificate required or permitted to be filed with it under the provisions of this Trust Agreement, and any such certificate shall be evidence of such fact or protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. The Trustee shall conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of independent counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

**SECTION 9.08 TRUSTEE MAY PAY TAXES AND ASSESSMENTS.** It is the expectation of the Parties hereto that the Land and the Project shall remain exempt from real property taxes throughout the term hereof. In the event that such taxes shall become payable and the Corporation or the City shall fail to pay or cause to be paid any tax, assessment or governmental or other charge payable on the part of the City or the Corporation relating to the Lease Agreement to the extent, if any, that the City or the Corporation may be deemed by the Trustee liable for same, and the Trustee has received notice of foreclosure or sale of tax certificates with respect to such taxes, assessments, governmental or other charges, the Trustee, subject to Section 9.01(b)(iii) hereof, may pay such tax, assessment or governmental charge (unless such tax, assessment or governmental charge is being contested in accordance with Section 5.09 of the Lease Agreement), without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; and any amount at any time so paid under this Section shall be repaid upon demand by the Trustee from funds made available by the City, but the Trustee shall be under no obligation to make any such payment from sources provided in the Trust Agreement unless it shall have available or be provided with adequate funds for the purpose of such payment.

**SECTION 9.09 CERTAIN RIGHTS OF THE TRUSTEE.** Subject to the provisions of Section 9.01 hereof, the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for any negligence or willful misconduct or any such agent or attorney appointed with due care.

**SECTION 9.10 RESIGNATION AND REMOVAL OF TRUSTEE SUBJECT TO APPOINTMENT OF SUCCESSOR.** No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 9.13.

**SECTION 9.11 RESIGNATION OF TRUSTEE.** Subject to the provisions of Section 9.10, the Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing given to the City and the Corporation, and mailed, postage prepaid, to each Owner, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee hereunder if

such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof. No resignation shall take effect until a successor Trustee has been appointed pursuant to the terms hereof.

**SECTION 9.12      REMOVAL OF TRUSTEE.**

(a) The Trustee may be removed at any time by the Corporation (provided an Event of Default or an Event of Non-Appropriation has not occurred and remains uncured), or by an instrument or concurrent instruments in writing, executed by the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding and filed with the City, not less than sixty (60) days before such removal is to take effect as stated in said instrument or instruments. A photostatic copy of any instrument or instruments filed with the City under the provisions of this paragraph, duly certified by an Authorized Representative of the City as having been received by the City, shall be delivered promptly to the Trustee.

(b) The Trustee may also be removed at any time for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provisions of this Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Certificates then Outstanding.

(c) The removal of a Trustee shall not become effective until a successor Trustee has been appointed pursuant to the terms hereof.

**SECTION 9.13      APPOINTMENT OF SUCCESSOR TRUSTEE.**

(a) If at any time hereafter the Trustee shall resign, be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or commission, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any reason, the Corporation shall promptly appoint a Trustee to fill such vacancy. A successor Trustee shall not be required if the Trustee shall sell or assign substantially all of its corporate trust business and the vendee or assignee shall continue in the trust business, or if a transfer of the trust City of the Trustee is required by operation of law, provided that such vendee, assignee or transferee is (i) a bank or trust company which is duly authorized to exercise corporate trust powers in the State and subject to examination by federal or State authority, (ii) of good standing, and (iii) having, or its parent having, a combined capital, surplus and undivided profits aggregating not less than Fifty Million Dollars (\$50,000,000). The Corporation shall mail notice of any such appointment made by it, postage prepaid, to all Owners.

(b) At any time within one (1) year after any such vacancy shall have occurred, the Owners of not less than twenty-five percent (25%) in principal amount of Certificates then Outstanding, by an instrument or concurrent instruments in writing, executed by such Owners and filed with the Corporation, may nominate a successor Trustee, which the Corporation shall appoint and which shall supersede any Trustee theretofore appointed by the Corporation. Photostatic copies, duly certified by the Authorized Officer of the Corporation as having been

received by the Corporation, of each such instrument shall be delivered promptly by the City to the predecessor Trustee and to the Trustee so appointed by the Owners.

(c) If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within sixty (60) days of the occurrence of a vacancy in the office of the Trustee, any Owner hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(d) Any successor Trustee hereafter appointed shall be (i) a bank or trust company which is duly authorized to exercise corporate trust powers in the State and subject to examination by federal or State authority, (ii) of good standing, and (iii) having, or its parent having, a combined capital, surplus and undivided profits aggregating not less than Fifty Million Dollars (\$50,000,000).

**SECTION 9.14 VESTING OF DUTIES IN SUCCESSOR TRUSTEE.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Corporation, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor; but such predecessor shall nevertheless, on the written request of its successor or of the Corporation and upon payment of the expenses, charges and other disbursements of such predecessor that are payable pursuant to the provisions of Section 9.05 hereof, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities and powers of such predecessor hereunder; and every predecessor Trustee shall deliver all property and money held by it hereunder to its successor. Should any instrument in writing from the Corporation be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Corporation.

## **ARTICLE X EXECUTION OF INSTRUMENTS BY OWNERS, PROOF OF OWNERSHIP OF CERTIFICATES**

### **SECTION 10.01 EXECUTION OF INSTRUMENTS BY OWNERS.**

(a) Any request, direction, consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by any Owner may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners or their attorneys or legal representatives. Proof of the execution of any such instrument and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement and shall be conclusive in favor of the Trustee, the City and the Corporation with regard to any action taken by either under such instrument if made in the following manner:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a Person other than an individual, such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

(ii) The ownership of Certificates shall be proved by the registration books kept under the provisions of this Trust Agreement.

(b) Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of any Owner shall bind every future Owner of the same Certificate in respect of anything done by the Trustee in pursuance of such request or consent.

(c) Notwithstanding any of the foregoing provisions of this Section, the Trustee shall not be required to recognize any Person as an Owner or to take any action at his request unless such Certificates shall be deposited with it.

**ARTICLE XI  
SUPPLEMENTAL TRUST AGREEMENTS; AMENDMENT OF  
FINANCING DOCUMENTS**

**SECTION 11.01 SUPPLEMENTAL TRUST AGREEMENTS AND  
MODIFICATION OF RELATED CERTIFICATE DOCUMENTS WITHOUT CONSENT  
OF OWNERS.**

(a) Subject to Section 13.13 hereof, the Corporation, the City and the Trustee, from time to time and at any time, may enter into Supplemental Trust Agreements and modifications and amendments of the Related Certificate Documents, without the consent of the Owners of the Certificates, for the following purposes.

(b) To cure any ambiguity or formal defect or omission, to correct or supplement any provision herein or in any of the Related Certificate Documents that may be inconsistent with any other provision herein or in any of the Related Certificate Documents, to make any other provisions with respect to matters or questions arising under this Trust Agreement or in any of the Related Certificate Documents, or to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this Trust Agreement or in any of the Related Certificate Documents; provided, that any such modification, alteration, amendment, addition or replacement does not materially adversely affect the interests of the Owners, or

(c) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners or the Trustee, or

(d) To add to the provisions of this Trust Agreement or any of the Related Certificate Documents other conditions, limitations and restrictions thereafter to be observed, or

(e) To add to the covenants and agreements of the Corporation or the City in this Trust Agreement or in any of the Related Certificate Documents, other covenants and agreements thereafter to be observed by the Corporation or the City or to surrender any right or power herein reserved to or conferred upon the Corporation or the City, or

(f) To permit the qualification of this Trust Agreement under any federal statute now or hereafter in effect or under any state Blue Sky law, and, in connection therewith, if the Corporation and the City so determine, to add to this Trust Agreement, any Supplemental Trust Agreement or any of the Related Certificate Documents such other terms, conditions and provisions as may be permitted or required by such federal statute or Blue Sky law, or

(g) To provide for the issuance of Taxable Certificates or for the issuance of Certificates in bearer form, or

(h) To provide for the issuance of Completion Certificates and Refunding Certificates, or

(i) To make any other modifications hereto or thereto which in the opinion of the Trustee, who may conclusively rely upon a written opinion of Special Counsel, shall not materially adversely affect the Owners.

**SECTION 11.02 MODIFICATION OF TRUST AGREEMENT AND RELATED DOCUMENTS WITH CONSENT OF OWNERS.**

(a) Subject to the terms and provisions contained in this Section and in Section 13.13 hereof, and not otherwise, the Owners of not less than a majority of the aggregate principal amount of Certificates then Outstanding shall have the right, from time to time, anything contained in this Trust Agreement or any of the Related Certificate Documents to the contrary notwithstanding, to consent to and approve the execution by the Corporation, the City and the Trustee of such Supplemental Trust Agreement or such modification of or amendment to any of the Related Certificate Documents as shall be deemed necessary or desirable by the Corporation and the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Trust Agreement or such Related Certificate Documents; provided, however, that nothing herein contained shall permit, or be construed as permitting (i) an extension of the maturity of the principal of or the interest on any Certificates issued hereunder, or (ii) a reduction in the principal amount of any Certificates or the Prepayment Premium or the rate of interest thereon, or (iii) a preference or priority of any Certificate over any other Certificate, except as provided herein, or (iv) a reduction in the aggregate principal amount of Certificates required for consent to such Supplemental Trust

Agreement without the consent of the Owners of all of the Certificates then Outstanding. For purposes of making amendments made pursuant to this Section 11.02, Owners of Certificates which will no longer be Outstanding at the time the Supplemental Trust Agreement or modification of or amendment to the Related Certificate Document takes effect shall not have any rights of consent hereunder. Nothing contained in this Section 11.02, however, shall be construed as making necessary the approval by the Owners of the adoption and acceptance of any Supplemental Trust Agreement or any modification of or amendment to any of the Related Certificate Documents as authorized in Sections 11.01 and, except as to those matters that require the consent of the Owners of all Certificates then Outstanding, 13.13 hereof.

(b) Subject to Section 13.13 hereof, if at any time the Corporation and the City shall request the Trustee to enter into any Supplemental Trust Agreement or any modification of or amendment to any of the Related Certificate Documents pursuant to this Section, the Trustee shall, at the expense of the City, cause notice of the proposed execution of such Supplemental Trust Agreement and proposed modification of and amendment to the Related Certificate Documents to be mailed, postage prepaid, to all affected Owners, and to each rating agency which shall rate the Certificates. Such notice shall briefly set forth the nature of the proposed Supplemental Trust Agreement and proposed modification of and amendment to the Related Certificate Documents and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Owners. The Trustee shall not, however, be subject to any liability to any Owner by reason of its failure to mail the notice required by this Section, and any such failure shall not affect the validity of such Supplemental Trust Agreement and proposed modification of and amendment to the Related Certificate Documents when approved and consented to as provided in this Section.

(c) Subject to Section 13.13 hereof, whenever, at any time within three years after the date of the mailing of such notice, the Corporation or the City shall deliver to the Trustee an instrument or instruments in writing purporting to be executed by the Owners of not less than a majority of the aggregate principal amount of Certificates then Outstanding as required hereunder, which instrument or instruments shall refer to the proposed Supplemental Trust Agreement and proposed modification of and amendment to the Related Certificate Documents described in such notice and shall, specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Trustee may execute such Supplemental Trust Agreement and proposed modification of and amendment to the Related Certificate Documents in substantially such form, without liability or responsibility to any Owner, whether or not such Owner shall have consented thereto.

(d) Subject to Section 13.13 hereof, if the Owners of not less than a majority in aggregate principal amount of Certificates Outstanding as required hereunder at the time of the execution of such Supplemental Trust Agreement and proposed modification of and amendment to the Related Certificate Documents shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to the adoption of such Supplemental Trust Agreement and proposed modification of and amendment to the Related Certificate Documents, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or

restrain the Corporation, the City and the Trustee from executing the same or from taking any action pursuant to the provisions thereof.

(e) Subject to Section 13.13 hereof, upon the execution of any Supplemental Trust Agreement or any modification or amendment to the Related Certificate Documents pursuant to the provisions of this Section, this Trust Agreement shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Trust Agreement of the Corporation, the City, the Trustee and all Owners shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Trust Agreement as so modified and amended.

**SECTION 11.03 RESPONSIBILITIES OF TRUSTEE, CITY AND CORPORATION UNDER THIS ARTICLE.** The Trustee, the City and the Corporation shall be entitled to exercise their discretion in determining whether or not any proposed Supplemental Trust Agreement or any amendment to any Related Certificate Document or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the Corporation and the City, the rights and interests of the Owners, and the rights, obligations and interests of the Trustee, and the Trustee shall not be under any responsibility or liability to the Corporation, the City or to any Owner or to anyone whomsoever for its refusal in good faith to execute any such Supplemental Trust Agreement or Related Certificate Document if such amendment is deemed by it to be contrary to the provisions of this Article. The Trustee shall be entitled to receive, and shall be fully protected in conclusively relying upon, the opinion of any counsel approved by it, who may be counsel for the Corporation or the City or Special Counsel, as conclusive evidence that any such proposed Supplemental Trust Agreement does or does not comply with the provisions of this Trust Agreement, and that it is or is not proper for it, under the provisions of this Article, to accept such Supplemental Trust Agreement.

**SECTION 11.04 CONSENT OF CITY NOT REQUIRED.** Anything herein to the contrary notwithstanding, no such Supplemental Trust Agreement or amendment to any Related Certificate Document need be consented to or executed by the City if the City is in default hereunder, under the Lease Agreement or an Event of Non-Appropriation has occurred.

**SECTION 11.05 NOTICE TO RATING AGENCIES.** Copies of any proposed Supplemental Trust Agreement or any other proposed modification or amendment of this Trust Agreement, the Ground Lease, the Lease Agreement, or the Assignment of Leases shall be mailed or otherwise sent to the Rating Agencies by the City at least 15 days prior to the effective date thereof.

## **ARTICLE XII DEFEASANCE**

### **SECTION 12.01 DEFEASANCE.**

(a) If the principal, Prepayment Premium, if any, and interest due or to become due on the Certificates shall be paid at the times and in the manner stipulated therein, and if all other

sums of money due or to become due according to the provisions hereof shall be paid or provision for payment shall be made, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Trust Agreement and execute and deliver to the Corporation and the City such instruments in writing as shall be requisite to cancel and discharge the lien hereof and all surplus in, and balances remaining in, all funds and accounts, other than moneys held for the prepayment or payment of Certificates and money held for the United States Treasury in the Rebate Fund, shall be delivered to the City.

(b) Any Certificate shall be deemed to be paid within the meaning of this Article when payment of the principal of and Prepayment Premium, if any, on such Certificate, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon prepayment as provided in this Trust Agreement, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment and/or (B) Refunding Securities verified by an independent certified public accountant selected by the Corporation as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees and expenses of the Trustee pertaining to the Certificate with respect to which such deposit is made. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with the Trustee nor any moneys received by the Trustee on account of principal of or Prepayment Price, if applicable, or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Prepayment Price, if applicable, of the Certificate or Certificates for the payment or prepayment of which they were deposited and the interest accruing thereon to the date of maturity for prepayment; provided, however, new Refunding Securities and moneys may be substituted for the deposited Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of or Prepayment Price, if applicable, and interest on the Refunded Certificate or Certificates as verified by an independent certified public accounting firm. At such time as a Certificate shall be deemed to be paid hereunder as aforesaid such Certificate shall no longer be deemed to be Outstanding hereunder and shall no longer be secured by or entitled to the benefits of this Trust Agreement, except for the purposes of any such payment from such moneys or Refunding Securities. Notwithstanding the foregoing, the provisions of this Trust Agreement relating to the maturity of the Certificates, interest payments and Interest Payment Dates, prepayment provisions, exchange, transfer and registration of Certificates, replacement of mutilated, destroyed, lost or stolen Certificates, the safekeeping and cancellation of Certificates, non-presentment of Certificates, the holding of moneys in trust, and the duties of the Trustee in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the Owners notwithstanding the release and discharge of the lien of the Trust Agreement. Prepayments received pursuant to Section 4.06(c) of the Lease Agreement shall be applied in accordance with Section 4.06 of the Lease Agreement and shall be held for the benefit of the Certificates described in the notice given by the Corporation pursuant to such Section.

(c) If Certificates for which Refunding Securities have been set aside are to be called for prepayment, irrevocable instructions to call the Certificates for prepayment shall be given by the Corporation to the Trustee.

(d) The Trustee, within thirty (30) days after any Refunding Securities shall have been deposited with it, shall cause a notice, signed by the Trustee, to be mailed, postage prepaid, to all Owners for which Refunding Securities have been set aside, setting forth (i) the date or dates, if any, designated for the prepayment of the Certificates, (ii) a description of the Refunding Securities so held by it, and (iii) that such Certificates have been defeased as provided in this Trust Agreement.

(e) Notwithstanding anything to the contrary set forth in this Article XII, the obligations of the City under Section 6.03 of the Lease Agreement with respect to any Certificate (other than Taxable Certificates) defeased pursuant to this Article XII shall survive any such defeasance.

### **ARTICLE XIII MISCELLANEOUS PROVISIONS**

**SECTION 13.01 EFFECT OF DISSOLUTION OF CORPORATION.** In the event the Corporation for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Trust Agreement by or on behalf of or for the benefit of the Corporation shall bind or inure to the benefit of the successor or successors of the Corporation from time to time and any officer, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law, and the term "Corporation" as used in this Trust Agreement shall include such successor or successors.

#### **SECTION 13.02 NOTICES.**

(a) All written notices, certificates, reports or statements to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto, with a copy to each of the other parties to this Trust Agreement, at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery, to the address set forth below.

If to the Corporation:

Pompano Beach Finance Corporation  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
Attention: President

If to the City:	City of Pompano Beach, Florida 100 West Atlantic Boulevard Pompano Beach, Florida 33060 Attention: City Manager
If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. 10161 Centurion Parkway Jacksonville, Florida 32256 Attention: Corporate Trust Department
[If to the Series 2015 Insurer:	_____ _____ Attention: Surveillance]

(b) Any of such addresses may be changed at any time upon written notice of such change sent by United States registered mail, postage prepaid, to the other parties by the party effecting the change.

(c) All documents received by the Trustee under the provisions of this Trust Agreement, or photostatic copies thereof, shall be retained in its possession until this Trust Agreement shall be released under the provisions of Section 12.01 of this Trust Agreement, subject at all reasonable times to the inspection of the Corporation, the City and the agents and representatives thereof.

(d) The Trustee shall have the right to accept and act upon directions or instructions given pursuant to this Indenture, the Lease Agreement, the Ground Lease or any other document reasonably relating to the Certificates and delivered using Electronic Means (defined below); provided, however, that the City or the Corporation, as the case may be, shall provide to the Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City or the Corporation elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustee's understanding of such directions or instructions shall be deemed controlling. The City and the Corporation each understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City and the Corporation, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or

written instruction. Each of the City and the Corporation agree: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions and (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

**SECTION 13.03 UNDERTAKINGS TO PROVIDE ONGOING DISCLOSURE.**

In the event of a failure by the City to comply with any provision of any Continuing Disclosure Certificate, no Default shall be deemed to occur hereunder and no Event of Default shall be deemed to occur under the Lease Agreement; however the Holders of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Certificates subject to the applicable Continuing Disclosure Certificate may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with such obligations.

**SECTION 13.04 SUBSTITUTE MAILING.** If, because of the temporary or permanent suspension of postal service, the Corporation, the City or the Trustee shall be unable to mail any notice required to be given by the provisions of this Trust Agreement, the Corporation, the City or the Trustee shall give notice in such other manner as in the judgment of the Corporation, the City or the Trustee shall most effectively approximate mailing, and the giving of notice in such manner shall for all purposes of this Trust Agreement be deemed to be in compliance with the requirement for the mailing thereof.

**SECTION 13.05 PARTIES AND OWNERS ALONE HAVE RIGHTS UNDER TRUST AGREEMENT.** Except as herein otherwise expressly provided, nothing in this Trust Agreement, express or implied, is intended or shall be construed to confer upon any Person, other than the Trustee, the Corporation, the City, and the Owners, any right, remedy or claim, legal or equitable, under or by reason of this Trust Agreement or any provision being intended to be and being for the sole and exclusive benefit of the Trustee, the Corporation, the City, and the Owners.

**SECTION 13.06 EFFECT OF PARTIAL INVALIDITY.** In case any one or more of the provisions of this Trust Agreement or the Certificates shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Trust Agreement or the Certificates, but this Trust Agreement and the Certificates shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Certificates or this Trust Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation,

obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City or the Corporation to the full extent permitted by law.

**SECTION 13.07 NO RECOURSE AGAINST MEMBERS, OFFICERS OR EMPLOYEES OF CORPORATION, OR THE CITY.** No recourse under, or upon, any statement, obligation, covenant, or agreement contained in this Trust Agreement, or in any Certificate hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the Corporation or the City or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee, as such, of the Corporation or the City. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee, as such, to respond by reason of any act or omission on his or her part or otherwise, for the payment of any sum that may remain due and unpaid upon the Certificates hereby secured is hereby expressly waived and released as an express condition of, and in consideration for, the execution of this Trust Agreement and the issuance of the Certificates.

**SECTION 13.08 EXPENSES PAYABLE UNDER TRUST AGREEMENT.** All expenses incurred in carrying out this Trust Agreement shall be payable solely from funds derived from the City as Supplemental Rent.

**SECTION 13.09 DEALING IN CERTIFICATES.** The Trustee, its directors, officers, employees or agents, and any officer, employee or agent of the Corporation or the City, may in good faith, buy, sell, own, hold and deal in any Certificates issued under the provisions of this Trust Agreement and may join in any action which any Owner may be entitled to take with like effects as if such Trustee were not a Trustee under this Trust Agreement or as if such officer, employee or agent of the Corporation or the City did not serve in such capacity.

**SECTION 13.10 MULTIPLE COUNTERPARTS.** This Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

**SECTION 13.11 HEADINGS.** Any heading preceding the text of the several articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Trust Agreement, nor shall they affect its meaning, construction or effect.

**SECTION 13.12 LAWS.** This Trust Agreement shall be construed and governed in accordance with the laws of the State without regard to conflict of law principles.

**[SECTION 13.13 PROVISIONS RELATING TO SERIES 2015 MUNICIPAL BOND INSURANCE POLICY.** The City has obtained and delivered to the Trustee the Series 2015 Municipal Bond Insurance Policy issued by the Series 2015 Insurer in favor of the Trustee for the benefit of the Owners of the Series 2015 Certificates. Notwithstanding anything in this Trust Agreement or the Related Certificate Documents to the contrary, so long as the Series 2015

Municipal Bond Insurance Policy is in effect and the Series 2015 Insurer is not in default of its obligations thereunder, the following provisions shall apply to the Series 2015 Certificates:]

[To follow]

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement by their officers "hereunto duly authorized as of the date and year first written above.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Trustee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**POMPANO BEACH FINANCE  
CORPORATION, as Lessor**

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF POMPANO BEACH, FLORIDA,  
as Lessee**

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before this \_\_\_ day of May, 2015, by \_\_\_\_\_, as a Vice President of The Bank of New York Mellon Trust Company, N.A., who is personally known to me or has produced \_\_\_\_\_, as identification.

(Notary Seal)

Name: \_\_\_\_\_  
Notary Public of the State of Georgia

My commission expires: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by \_\_\_\_\_, as [Vice] President of **POMPANO BEACH FINANCE CORPORATION**, who is personally known to me or has produced \_\_\_\_\_, as identification.

(Notary Seal)

Name: \_\_\_\_\_  
Notary Public of the State of Florida

My commission expires: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by \_\_\_\_\_, as [Vice] Mayor of the **CITY OF POMPANO BEACH, FLORIDA**, who is personally known to me or has produced \_\_\_\_\_, as identification.

(Notary Seal)

Name: \_\_\_\_\_  
Notary Public of the State of Florida

My commission expires: \_\_\_\_\_

## EXHIBIT A

### DEFINITIONS

“Act” means the Charter of the City, Chapter 166, Florida Statutes, as amended, Ordinance No. 2015-30 duly enacted by the City on April 14, 2015 and other applicable provisions of law.

“Amortization Installment” means an annual amount designated as such by the Trust Agreement, such amount to be included in the Basic Rent Payments and to be deposited by the Trustee to the credit of the Principal Account for the purpose of paying Term Certificates.

“Architect” means the architect or firm of architects appointed to perform the duties of the Architect in accordance with Section 5.01 of the Lease Agreement. The Architect may be an employee of the City or the Contractor.

“Assignment of Leases” means the Assignment of Leases, dated as of May 1, 2015 by and between the Corporation and the Trustee, as now or hereafter amended.

“Authorized Officer” when used with respect to the Corporation, means the President, Vice President, Treasurer or Secretary of the Corporation or any other officer or employee of the Corporation who is designated in writing to the Trustee by the President of the Corporation as an Authorized Officer of the Corporation for purpose of the Lease Agreement and the Trust Agreement and, when used with respect to the City, means the Mayor, Vice Mayor, or City Manager of the City, or any other officer or employee of the City designated in writing to the Trustee by the City Manager as an Authorized Officer of the City for purposes of the Lease Agreement and the Trust Agreement.

“Available Revenues” means the moneys and revenues of the City legally available in any Fiscal Year to make the Lease Payments.

“Basic Rent” or “Basic Rent Payment” means the Basic Rent Payments set forth in the Lease Schedule, as the same may be adjusted pursuant to the terms of the Lease Agreement.

“Basic Rent Payment Date” means the dates on which Basic Rent becomes due as described in the Lease Schedule.

“Budget” means the annual budget of revenues and expenses and capital expenditures required to be adopted by the City for each Fiscal Year pursuant to the Charter of the City.

“Business Day” means any day other than a Saturday or Sunday or a day on which the Trustee is authorized by law to be closed or any date that the payment system of the Federal Reserve is not operational.

“Capitalized Interest Account” means the account by that name established under Section 6.02 of the Trust Agreement.

“Certificate” or “Certificates” means the certificates of participation prepared and delivered by the Trustee pursuant to the Trust Agreement, including the Series 2015 Certificates and any Completion Certificates and Refunding Certificates.

“Certificate of Acceptance” means the Certificate of Acceptance relating to the Project attached as Exhibit B to the Lease Agreement.

“Certificate Payments” means the Principal Component and Interest Component and all other amounts coming due and payable with respect to the Certificates under the Trust Agreement.

“Certificate Register” means the books of the Trustee for registration of the ownership of the Certificates pursuant to Section 4.06 of the Trust Agreement.

“City” means the City of Pompano Beach, Florida.

“Closing Date” means, with respect to a particular series of Certificates, the date of issuance and delivery of such Certificates to the original Purchasers thereof.

“Code” means the Internal Revenue Code of 1986, as amended, and all regulations and rules applicable thereto.

“Commencement Date” means May 1, 2015.

“Completion Certificates” means Certificates issued for purposes of completing the Project pursuant to Section 4.12 of the Trust Agreement.

“Completion Date” means the date the Project achieves final completion, as described in the Certificate of Acceptance.

“Contractor” means, with respect to the Project, the Person or Persons appointed by the City to act in such capacity.

“Corporation” means the Pompano Beach Finance Corporation, a Florida not-for-profit corporation organized and existing under the laws of the State, and any successor thereto.

“Corporation Resolution” means Resolution No. 2015-198 duly adopted by the Corporation on April 14, 2015.

“Costs of Issuance” means all costs and expenses related to the execution, sale and delivery of the Certificates and execution and delivery of the Lease Agreement, including, but not limited to, costs paid or incurred by the City, the Corporation or the Trustee for filing costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing

discounts, legal fees and charges and reimbursements, financial and other professional consultant fees and charges and reimbursements, auditors fees and charges and reimbursements, costs of rating agencies or credit ratings, fees for execution, registration, transportation and safekeeping of the Certificates, credit enhancement premiums and charges and fees in connection with the foregoing.

“Costs of Issuance Account” means the account by that name established under Section 6.02 of the Trust Agreement.

“Earnings Fund” means the fund by that name established under Section 6.02 of the Trust Agreement.

“Engineer” means the professional engineer or firm of engineers appointed to perform the duties of the Engineer in accordance with Section 5.02 of the Lease Agreement. The Engineer may be an employee of the City or the Contractor.

“Equipment” means the items of personal property, if any, to be financed or refinanced by disbursements from the Project Account and leased to the City pursuant to the terms and provisions of the Lease Agreement and which are more particularly described in the Lease Schedule, or any substitutions therefor or additions thereto made in accordance with the provisions of the Lease Agreement and any other personal property located on or that is part of the Project.

“Escrow Deposit Agreement” means an Escrow Deposit Agreement entered into between the Trustee, the Corporation and the City pursuant to a Supplemental Trust Agreement providing for deposit of cash or securities for the defeasance of any Certificates.

“Event of Default” or “Default,” when referenced to the Lease Agreement, means an event of default or default under the Lease Agreement as set forth in Section 7.02 of the Lease Agreement, and, when referenced to the Trust Agreement, shall mean an event of default or default as set forth in Section 8.01 of this Trust Agreement.

“Event of Non-Appropriation” means the enactment of an annual Budget by the City which does not provide sufficient funds to continue making Lease Payments in full for the next succeeding Renewal Lease Term beyond the end of the Initial Lease Term or the last Renewal Lease Term for which Lease Payments had been budgeted and appropriated.

“Extraordinary Prepayment” means, as to the Certificates, the extraordinary prepayment of all or a portion of the Certificates pursuant to Section 5.01(a) of the Trust Agreement, and as to the Lease Payments, the extraordinary prepayment by the City of all or a portion of the Lease Payments pursuant to Section 5.08(c) of the Lease Agreement.

“Extraordinary Prepayment Date” means the date on which such Certificates shall be prepaid pursuant to Section 5.01(c) of this Trust Agreement.

“Facilities” means the structures and appurtenant and related facilities and improvements to be financed or refinanced from a disbursement from the Project Account and leased to the City as part of the Project pursuant to the terms of the Lease Agreement and Trust Agreement and which are more particularly described in the Lease Schedule as the Parking Garage and the Roadways, water utility lines in the Roadways to provide fire connections, sewer utility lines in the Roadways, master storm drainage, and approximately 54 parking spaces on the Roadways that will be operated as part of the City’s parking system, as the same may be modified or changed from time to time in accordance with the terms of the Lease Agreement and the Trust Agreement.

“Fiscal Year” means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

“Initial Lease Term” means the initial term of the lease of the Project from the Corporation to the City pursuant to the terms of the Lease Agreement, which Initial Lease Term shall commence on the Commencement Date and shall end on September 30, 2015.

“Insurance Consultant” means a recognized, independent insurance company or broker, selected by the City, that has actuarial personnel experienced in the area of insurance for which the City is to be self insured.

“Insurer” means the issuer or guarantor of any Municipal Bond Insurance Policy or Reserve Account Surety Bond and, with respect to a Reserve Account Surety Bond, shall include a Qualified Financial Institution.

“Interest Account” means the account by that name established under Section 6.02 of the Trust Agreement.

“Interest Component” means the portion of each Basic Rent Payment constituting interest as set forth in the Lease Schedule.

“Interest Payment Date” means January 1 and July 1 of each year during the Lease Term, commencing July 1, 2015 with respect to the Series 2015 Certificates.

“Land” means, collectively, the real property to be leased to the Corporation by the City pursuant to the terms of the Ground Lease which is more particularly described in the Lease Schedule and the Ground Lease, as amended from time to time.

“Lease Agreement” means the Lease-Purchase Agreement, dated as of May 1, 2015 by and between the Corporation, as lessor, and the City, as lessee, including the Lease Schedule, as now or hereafter amended, modified or supplemented.

“Lease Payment Fund” means the fund by that name established under Section 6.02 of the Trust Agreement.

“Lease Payments” means, collectively, the Basic Rent, the Supplemental Rent and all other amounts owing under the Lease Agreement which are payable by the City pursuant to the Lease Agreement; provided, however, such term shall not include Refunding Rent.

“Lease Schedule” means the Lease Schedule, attached to the Lease Agreement as Exhibit A, which shall authorize the lease of the Project to the City in accordance with the terms of the Lease Agreement, as the same may be amended in accordance with the Lease Agreement.

“Lease Term” means the term of the lease of the Project, pursuant to the provisions of the Lease Agreement and Lease Schedule, which Lease Term shall commence on the first day of the Initial Lease Term and shall be equal to the Maximum Lease Term unless the Lease Agreement is earlier terminated in accordance therewith in which case the Lease Term shall end on such date of termination.

“Mandatory Prepayment Date” means the date on which certain Certificates shall be prepaid pursuant to Section 5.01(c) of the Trust Agreement.

“Maximum Lease Term” means the maximum term of the lease of the Project as provided in the Lease Schedule.

“Moody’s” or “Moody’s Investors Service” means Moody’s Investors Service, Inc. or any successor thereto.

“Municipal Bond Insurance Policy” or “Policy” means the municipal bond insurance policy issued by an Insurer insuring the payment when due of the Principal Component and the Interest Component with respect to the Certificates secured thereby.

“Net Proceeds,” when used with respect to any insurance or condemnation award, means the amount of gross proceeds from such insurance or condemnation award remaining after payment of all reasonable expenses incurred in the collection of such gross proceeds.

“Optional Prepayment Date” means the date on which the moneys deposited by the City pursuant to the exercise of a prepayment option under Section 4.06 of the Lease Agreement shall be applied to the prepayment of Certificates in accordance Section 5.01(b) of this Trust Agreement.

“Outstanding,” when used with reference to Certificates means, as of a particular date, all Certificates theretofore issued under the Trust Agreement, except:

(1) Certificates theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Certificates which have been paid or provision for payment has been made in accordance with Section 12.01 of the Trust Agreement; and

(3) Certificates in exchange for or in lieu of which other Certificates have been issued.

“Overdue Rate” means a rate of interest equal to the greater or the highest rate of interest allowed by law with respect to the Outstanding Certificates or 18% per annum.

“Owner” or “Certificate Owner” or “Owner of Certificates” or “Certificate Holder” or “Holder” or any similar term, when used with respect to the Certificates means any Person who shall be the registered owner of any Outstanding Certificate.

“Parking Garage” means the approximately 281,804 square foot, 5-story public parking garage with approximately 609 to 615 parking spaces to be constructed on the Parking Garage Land.

“Parking Garage Land” means the portion of the Land described on Exhibit A-1 to the Ground Lease, as same may be modified from time to time in accordance with the Ground Lease and the Lease Agreement.

“Payment Dates” means January 1 and July 1 of each year; provided that, with respect to the Interest Component due on the Certificates, the term “Payment Dates” means each Interest Payment Date and with respect to the Principal Component due on the Certificates, the term “Payment Dates” means January 1 of each year.

“Permitted Encumbrances” means, in regard to the Project:

(1) the Ground Lease and any liens and encumbrances created or permitted thereby;

(2) the Lease Agreement and any liens and encumbrances created or permitted thereby;

(3) the Assignment of Leases and any liens and encumbrances created or permitted thereby;

(4) the Trust Agreement and any liens and encumbrances created or permitted thereby;

(5) subject to the provisions of Section 5.01(a) of the Lease Agreement, any mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s lien or right in respect thereof if payment is not yet due under the contract in question or if such lien is being contested in good faith in accordance with the provisions of the Lease Agreement;

(6) (a) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law; (b) any liens for taxes, assessments, levies, fees, water and sewer rents or charges and other government and similar charges, which are not due and payable or which are not

delinquent or the amount or validity of which are being contested in good faith and execution thereon is stayed; (c) easements, rights-of-way, servitudes, restrictions, oil, gas or other mineral reservations and other minor defects, encumbrances and irregularities in the title to any property which do not materially and adversely impair the use of such property or materially and adversely affect the value thereof; and (d) rights reserved to or vested in any municipality or public authority to control or regulate any property or to use such property in any manner; and

- (7) any other liens or encumbrances permitted by the Lease Schedule.

“Permitted Investments,” means, subject to any more restrictive terms of the City’s investment policy as in effect from time to time:

- (1) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

- (2) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

- (a) U.S. Export-Import Bank (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership
- (b) Farmers Home Administration (FmHA)  
Certificates of Beneficial Ownership
- (c) Federal Financing Bank
- (d) Federal Housing Administration Debentures (FHA)
- (e) General Services Administration  
Participation Certificates
- (f) Government National Mortgage Association (GNMA or Ginnie Mae)  
GNMA - guaranteed mortgage-backed bonds  
GNMA - guaranteed pass-through obligations
- (g) U.S. Maritime Administration  
Guaranteed Title XI financing
- (h) U.S. Department of Housing and Urban Development (HUD)  
Project Notes  
Local Authority Bonds

New Communities Debentures - U.S. government guaranteed debentures  
U.S. Public Housing Notes and Bonds - U.S. government guaranteed  
public housing notes and bonds

(3) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies which are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

- (a) Federal Home Loan Bank System  
Senior debt obligations
- (b) Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)  
Participation Certificate  
Senior debt obligations
- (c) Federal National Mortgage Association (FNMA or Fannie Mae)  
Mortgage-backed securities and senior debt obligations
- (d) Student Loan Marketing Association (SLMA or Sallie Mae)  
Senior debt obligations
- (e) Resolution Funding Corp. (REFCORP) obligations
- (f) Farm Credit System  
Consolidated systemwide bonds and notes

(4) Money market fluids registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2.

(5) Certificates of deposit secured at all times by collateral described in (1) and/or (2) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

(6) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

(7) Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements acceptable to the Series 2015 Insurer, while the Series 2015 Certificates are Outstanding and the Series 2015 Insurer is not in default of its obligations under the Series 2015 Municipal Bond Insurance Policy.

(8) Commercial paper rated, at the time of purchase, "Prime-1" by Moody's and "A-1" or better by S&P.

(9) Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such rating agencies.

(10) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime-1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P.

(11) Repurchase Agreements ("Repos") for 30 days or less must follow the following criteria. Repos which exceed 30 days must be acceptable to the Series 2015 Insurer while the Series 2015 Certificates are Outstanding and the Series 2015 Insurer is not in default of its obligations under the Series 2015 Municipal Bond Insurance Policy

Repos provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

- (a) Repos must be between the municipal entity and a dealer bank or securities firm.
  - i. Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and A2 or better by Moody's, or
  - ii. Banks rated "A" or better by S&P and A2 or better by Moody's.
- (b) The written repurchase agreement must include the following:
  - i. Securities which are acceptable for transfer are:
    - (A) Direct obligations of the United States of America referred to in Section 1 above, or
    - (B) Obligations of federal agencies referred to in Section 2 above
    - (C) Obligations of FNMA and FHLMC
  - ii. The term of the Repos may be up to 30 days.
  - iii. The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent

for the trustee is (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

iv. Valuation of Collateral.

(A) the securities must be valued weekly, marked-to-market at current market price plus accrued interest.

(B) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by the municipal entity, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

v. A legal opinion which must be delivered to the municipal entity that states that the Repo meets guidelines under state law for legal investment of public funds.

(12) Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part VI, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to State law as a legal depository of public moneys or any other investments permitted by applicable Florida law.

“Person” means an individual, corporation, partnership, association, joint stock company, trust, unincorporated organization, government or political subdivision.

“Pledged Funds” means the Project Fund (other than the Costs of Issuance Account), the Lease Payment Fund, the Prepayment Fund, and the Earnings Fund.

“Prepayment Fund” means the fund by that name established under Section 6.02 of the Trust Agreement.

“Prepayment Premium” means the amount of Prepayment Premium, if any, due on any Optional Prepayment Date. The amount of such Prepayment Premium shall be calculated in accordance with the Trust Agreement.

“Prepayment Price” means, with respect to any Certificate or portion thereof, the principal amount or portion thereof, the applicable Prepayment Premium, if any, plus accrued interest to the prepayment date of the Certificates payable upon prepayment thereof pursuant to such Certificate and the Trust Agreement.

“Principal Account” means the account by that name established under Section 6.02 of the Trust Agreement.

“Principal Component” means the portion of each Basic Rent Payment constituting principal (including Amortization Installments) as set forth in the Lease Schedule.

“Principal and Interest Requirements” means the respective amounts which are required in each Fiscal Year to provide for:

- (1) the interest payable on all Certificates then Outstanding, which is payable on each interest Payment Date in such Fiscal Year,
- (2) the principal on all Serial Certificates then Outstanding, which is payable upon the maturity of the Serial Certificates in such Fiscal Year, and
- (3) the Amortization Installments for all Term Certificates then Outstanding, which is payable for such Fiscal Year.

In determining the amount of the Principal and Interest Requirements for any Fiscal Year, if interest on the Certificates is payable from the proceeds of such Certificates or from other amounts set aside irrevocably for such purpose at the time such Certificates are issued, interest on such Certificates shall be included in Principal and Interest Requirements only in proportion to the amount of interest payable in the then current Fiscal Year from amounts other than amounts so funded to pay such interest (so long as such funded interest is gross funded and invested in investments described in direct obligations of the Department of the Treasury of the United States of America, which mature no later than one Business Day prior to the related Interest Payment Date).

“Principal Office” means the designated corporate trust office of the Trustee which shall initially be in East Syracuse, New York, or the designated corporate trust office of any successor Trustee.

“Principal Payment Date” means January 1 of each year during the Lease Term.

“Project” shall mean the Facilities and/or Equipment, as described in the Lease Schedule, as the same may be amended or modified from time to time in accordance with the terms of the Lease Agreement.

“Project Account” means the account by that name established under Section 6.02 of the Trust Agreement.

“Project Costs” or “Costs of the Project” means all costs of payment of, or reimbursement for, acquisition, construction and installation of the Project, including but not limited to, architectural and engineering costs and costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recording costs and sales and use taxes and the cost of title insurance, and, in addition, Costs of Issuance to the extent that the amounts on

deposit in the Costs of Issuance Account are insufficient to pay all Costs of Issuance in full. Project Costs shall specifically include any portion of the total costs of the Project or any portion thereof paid by the Corporation from funds other than proceeds of the Certificates prior to the Closing Date for which the Corporation seeks reimbursement by filing a Requisition with the Trustee in the manner required by Section 6.03 of the Trust Agreement.

“Project Fund” means the fund by that name established under Section 6.02 of the Trust Agreement.

“Purchasers” means the original purchaser or purchasers of each series of the Certificates.

“Qualified Financial Institution” means (1) a bank, a trust company, a national banking association, a corporation subject to registration with the City of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America; or (2) the Government National Mortgage Association or any successor thereto or the Federal National Mortgage Association or any successor thereto; provided that, for each such entity delineated in clauses (1) and (2), its unsecured or uncollateralized long-term debt obligations, or obligations secured or supported by a letter of credit, contract, agreement or surety bond issued by any such entity, have been assigned a credit rating by Moody’s of “Aa” or better or by S&P of “AA” or better.

“Rating Agencies” means Moody’s and S&P.

“Real Estate Taxes” means all real estate taxes, public and governmental charges and assessments, including all extraordinary or special assessments, and taxes and assessments against any of the personal property included in the Project, all costs, expenses and attorneys’ fees incurred by Corporation in contesting or negotiating with public authorities as to any of same and all sewer and other similar taxes and charges.

“Rebate Analyst” shall mean the City Manager or other appropriate Authorized Officer of the City or firm of experts engaged by the City to undertake the duties required by the Trust Agreement to be performed by the Rebate Analyst with respect to Certificates other than Taxable Certificates.

“Rebate Fund” means the fund by that name established under Section 6.02 of the Trust Agreement.

“Record Date” means the 15th day of the month preceding any Payment Date (whether or not a Business Day).

“Refunded Certificates” mean any Outstanding Certificates so designated by the Lease Schedule as amended with respect to a series of Refunding Certificates.

“Refunding Certificates” means Certificates issued for purposes of refunding the Refunded Certificates or Outstanding Certificates pursuant to Section 4.13 of the Trust Agreement.

“Refunding Rent” means the Refunding Rent payments set forth in a subsequent Lease Schedule to the Lease Schedule payable with respect to Refunded Certificates pursuant to the Lease Agreement.

“Refunding Securities,” except as otherwise provided by the Trust Agreement, means direct obligations of the Department of the Treasury of the United States of America.

“Related Certificate Documents” means the Ground Lease, the Lease Agreement and the Assignment of Leases.

“Renewal Lease Term” means, in regard to the Project, the period commencing on the day after the last day of the Initial Lease Term and ending on the following September 30. Thereafter, “Renewal Lease Term” shall refer to each succeeding one (1) year term commencing on the day after the last day of the previous Renewal Lease Term and ending on the following September 30.

“Renewal Term Termination Date” means, in regard to the Project, the termination date for the then current Renewal Lease Term which shall be the last day of such Renewal Lease Term.

“Request and Authorization” means a request and authorization from the Corporation and the City to the Trustee to authenticate and deliver Certificates in accordance with the terms thereof and of the Trust Agreement, and substantially in the form attached to this Trust Agreement as Exhibit C.

“Requisition” with respect to Project Costs, means a Certificate for Construction Payment in substantially the form attached to this Trust Agreement as Exhibit D and submitted to the Trustee by the City in accordance with this Trust Agreement to receive amounts from the Project Fund to pay Project Costs and, with respect to Costs of Issuance, means a requisition in substantially the form attached to this Trust Agreement as Exhibit E submitted in accordance with the Lease Agreement and this Trust Agreement.

“Reserve Account” means the account by that name established under Section 6.02 of the Trust Agreement.

“Reserve Account Surety Bond” means the irrevocable letter or line of credit, insurance policy, surety bond or guarantee agreement issued by an Insurer which is to be deposited into the Reserve Account in order to fulfill the Reserve Requirement, all or in part.

“Reserve Requirement” means, initially, \$\_\_\_\_\_, [\$0.00] with respect to the Series 2015 Certificate and upon the issuance of Completion Certificates and/or Refunding Certificates, the amount specified in the related amended Lease Schedule, subject to any limitations of the Code applicable to Completion Certificates and Refunding Certificates issued as other than Taxable Certificates.

“Roadways” mean the new public roadways around the Parking Garage, connecting NE 2<sup>nd</sup> Street to NE 3<sup>rd</sup> Street in a north-south direction, and a new public roadway along the south side of the Parking Garage that will connect Pompano Beach Boulevard to State Road AIA [**add any other roadways**], including landscaping [and signalization].

“S&P” or “Standard & Poor’s” means Standard & Poor’s Ratings Service, or any successor thereto.

“Serial Certificates” means the Certificates designated as Serial Certificates pursuant to the Trust Agreement.

“Series 2015 Certificates” means the \$\_\_\_\_\_ Taxable Certificates of Participation (Parking Garage Project), Series 2015 Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Rent Payments to be Made by the City of Pompano Beach, Florida, As Lessee, Pursuant to a Lease-Purchase Agreement with Pompano Beach Finance Corporation, as Lessor.

[“Series 2015 Insurer” means \_\_\_\_\_ and its successors and assigns.]

[“Series 2015 Municipal Bond Insurance Policy” means the Municipal Bond Insurance Policy relating to the Series 2015 Certificates issued by the Series 2015 Insurer contemporaneously with the delivery of the Series 2015 Certificates.]

“Special Counsel” means Greenspoon Marder, P.A., as Special Counsel, or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the exemption of the interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

“State” means the State of Florida.

“Stipulated Loss Value” means an amount calculated in accordance with Section 5.08 of the Lease Agreement.

“Supplemental Rent” shall have the meaning set forth in Section 4.03(f) of the Lease Agreement.

“Supplemental Rent Fund” means the Fund of that name established pursuant to Section 6.02 of the Trust Agreement.

“Supplemental Trust Agreement” means any supplement to or amendment to the Trust Agreement entered into in accordance with Article XI of the Trust Agreement.

“Taxable Certificates” means those Certificates for which the Interest Component of the Basic Rent Payments allocable to such Certificates is not intended to be excluded from gross income for purposes of federal income taxation.

“Tax Regulatory Agreement” means the agreement entered into in connection with each series of Certificates other than Taxable Certificates as required by Section 6.14 of this Trust Agreement.

“Term Certificates” means those Certificates designated as Term Certificates pursuant to the Trust Agreement authorizing the issuance thereof which are subject to mandatory prepayment by Amortization Installments.

“Trust Agreement” means this Trust Agreement, dated as of May 1, 2015, among the Corporation, the City and the Trustee, as now and hereafter amended, modified or supplemented by Supplemental Trust Agreements.

“Trust Estate” means all right, title and interest of the Trustee in and to the property and interests therein described in Section 3.03 of the Trust Agreement.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., or its successor in interest as the Trustee under the Trust Agreement.

“Vendor” means, the Person or Persons appointed by the City to sell Equipment relating to the Project.

**EXHIBIT B**

**FORM OF SERIES 2015 CERTIFICATES**

**Taxable Certificates of Participation (Parking Garage Project), Series 2015  
Evidencing Undivided Proportionate Interests of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, As Lessee,  
Pursuant to a Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

Interest Rate                      Dated Date                      Maturity Date                      CUSIP No.  
%                                      \_\_\_\_\_, 2015                      January 1, 20\_\_

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL AMOUNT:      \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

This is to certify that the Registered Owner stated above is the registered owner of this Certificate and is entitled to receive on the Maturity Date stated above, the Principal Amount stated above. This Certificate and the "Certificate Principal Amount" and "Certificate Interest Payments" hereunder (as each is defined below) represent a fractional undivided interest in the right to receive the Principal Component and Interest Component of Basic Rent Payments payable under the Lease-Purchase Agreement, dated as of May 1, 2015 (the "Lease Agreement"), between the Pompano Beach Finance Corporation, a not-for-profit Florida corporation, as lessor (the "Corporation" or "Corporation") and the City of Pompano Beach, Florida, a municipal corporation of the State of Florida, as lessee (the "City"). Pursuant to the Lease Agreement, the City has leased from the Corporation the Land and the Project (as such terms are defined in the hereinafter defined Trust Agreement). The Corporation's rights under the Lease Agreement (other than certain rights specified in the Lease Agreement) have been assigned by outright assignment, without recourse, to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under the Trust Agreement, dated as of May 1, 2015 (the "Trust Agreement") among the Trustee, the Corporation and the City, under the Assignment of Leases, dated as of May 1, 2015 between the Corporation and the Trustee. The designated corporate trust office of the Trustee is located in East Syracuse, New York (the "Principal Office"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Trust Agreement.

The Basic Rent Payments under the Lease Agreement are payable solely from the City's Available Revenues (as defined in the Trust Agreement) and the moneys on deposit with the Trustee under the Trust Agreement. The Lease Agreement is subject to renewal at the end of each fiscal year of the City which renewal will only occur if the City enacts an annual Budget for such ensuing fiscal year that appropriates funds for such purpose. The aforesaid Principal

Amount represents a undivided proportionate interest in the Principal Component of the Basic Rent Payments (the "Certificate Principal Amount") under the Lease Agreement coming due on each Payment Date through the Maturity Date. The Owner is also entitled to receive, on July 1, 2015, and semiannually thereafter on each January 1 and July 1 (each such date being referred to herein as an "Interest Payment Date") to and including the Maturity Date or the date of prepayment, whichever is earlier, the Owner's undivided proportionate interest in the Interest Component of the Basic Rent Payments (the "Certificate Interest Payments") coming due with respect to such Payment Dates. Interest on the Principal Amount represented by this Certificate shall accrue from the Dated Date at the Interest Rate set forth above. This Certificate is one of a series of taxable certificates of participation in the aggregate principal amount of \$\_\_\_\_\_ (the "Series 2015 Certificates") issued to finance, all or in part, the acquisition, construction and installation of a the "Project" as defined in the Lease Agreement for lease to the City pursuant to the Lease Agreement.

[The Series 2015 Certificates shall not be secured by the Reserve Account and there shall be no Reserve Requirement for the Series 2015 Certificates.]

The acquisition, construction and installation of the Project shall be financed by the issuance of the Series 2015 Certificates pursuant to the Trust Agreement. Completion Certificates and Refunding Certificates (as such terms are defined in the Trust Agreement) may be issued under the Trust Agreement, which shall be on parity with the Series 2015 Certificates, upon satisfying the conditions described therefor in the Trust Agreement.

All amounts payable with respect to the Series 2015 Certificates are payable in lawful money of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. The Principal Amount is payable at the Principal Office of the Trustee and interest is payable by check or draft of the Trustee mailed on each January 1 prior to the Maturity Date or earlier date of prepayment (each, a "Principal Payment Date") to the Registered Owner of record on the fifteenth (15th) day of the month preceding the Principal Payment Date (the "Record Date"); provided, however, that at the request and expense of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2015 Certificates, interest shall be paid by wire transfer on the Payment Date to a bank account located in the continental United States and designated in writing to the Trustee by the Registered Owner at least five days prior to said Principal Payment Date.

**THE BASIC RENT PAYMENTS AND, CONSEQUENTLY, THE CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST ARE PAYABLE SOLELY FROM REVENUES APPROPRIATED FOR SUCH PURPOSE. THE BASIC RENT PAYMENTS ARE SUBJECT TO ANNUAL APPROPRIATION BY THE CITY. THE CERTIFICATE PAYMENTS OF PRINCIPAL AND INTEREST AND THE PAYMENTS DUE FROM THE CITY UNDER THE LEASE AGREEMENT AND THE CONTRACTUAL OBLIGATIONS OF THE CITY UNDER THE LEASE AGREEMENT DO NOT CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE CITY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.**

This Certificate has been executed by the Trustee pursuant to the terms of the Trust Agreement. Copies of the Ground Lease, the Lease Agreement, the Assignment of Leases, and the Trust Agreement are on file at the Principal Office of the Trustee, and reference to the Ground Lease, the Lease Agreement, the Assignment of Leases, and the Trust Agreement and any and all amendments to said agreements is made for a description of the covenants of the City, the nature, extent and manner of enforcement of such covenants, the rights and remedies of the Owners of the Certificates with respect thereto and the terms and conditions upon which the Series 2015 Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof and of the Trust Agreement, the provisions of the Ground Lease, the Lease Agreement, the Assignment of Leases, and the Trust Agreement may be amended by the parties thereto.

This Certificate may be transferred only by recording the transfer on the Certificate Register, which shall be kept for that purpose by the Trustee at the Principal Office of the Trustee. A transfer of this Certificate shall be registered and a new Certificate prepared, authenticated and delivered upon surrender of this Certificate for cancellation accompanied by a written instrument of transfer in a form approved by the Trustee and duly executed by the Registered Owner hereof or his or her duly authorized attorney or legal representative. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee, a new fully registered Series 2015 Certificate or Certificates of the same aggregate principal amount, maturity and tenor as the surrendered Certificate. No exchange or transfer of any Series 2015 Certificates shall be required of the Trustee (1) during a period beginning at the opening of business 15 days before the day of the mailing of a notice of prepayment of Series 2015 Certificates and ending at the close of business on the day of such mailing, (2) for Series 2015 Certificates called for prepayment, or (3) during a period beginning at the opening of business on the Record Date next preceding a date set for payment of interest and ending on such date set for payment of interest. Interest on the Series 2015 Certificates shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months.

The Series 2015 Certificates are delivered in the form of fully registered Certificates in denominations of \$5,000 each or any whole multiple thereof, and upon surrender thereof at the Principal Office of the Trustee with a written request of exchange satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney or legal representative in writing, may, at the option of the Registered Owner thereof, be exchanged for an equal aggregate Principal Amount of Series 2015 Certificates of any other authorized denominations and of the same Interest Rate and Maturity Date.

The Series 2015 Certificates are subject to Extraordinary Prepayment, in whole, on any date, or in part, on any Extraordinary Prepayment Date (if in part, in any order of maturity as directed by the City or, in the absence of such direction, in inverse order of maturity and by lot within maturities), without Prepayment Premium, at a Prepayment Price equal to 100% of the Principal Component of Basic Rent Payments to be prepaid, together with accrued interest to the Extraordinary Prepayment Date, from the Net Proceeds of insurance or condemnation or other amounts deposited with the Trustee pursuant to Section 5.08(c) of the Lease Agreement. The Extraordinary Prepayment Date shall be the next succeeding Interest Payment Date following the

receipt by the Trustee of the moneys to be used for such prepayment; provided, however, if such Interest Payment Date occurs within forty (40) days of receipt by the Trustee of the moneys to be used for such prepayment, the Extraordinary Prepayment Date shall be the second succeeding Interest Payment Date.

The Series 2015 Certificates maturing on or before January 1, 20\_\_ shall not be subject to prepayment at the option of the City. Any of the Series 2015 Certificates maturing after January 1, 20\_\_ may be prepaid, from optional prepayments of Basic Rent Payments made by the City pursuant to the Lease Agreement, in whole or in part on January 1, 20\_\_ or any date thereafter, and in such order of maturities as may be designated by the City, or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, without Prepayment Premium, at a Prepayment Price equal to 100% of the Principal Component of Basic Rent Payments to be prepaid, together with accrued interest to the prepayment date. The moneys necessary to fund such optional prepayment shall be deposited with the Trustee not less than thirty-five (35) days prior to the prepayment date.

The Series 2015 Term Certificates maturing on January 1, 20\_\_ shall be subject to mandatory prepayment, without Prepayment Premium, commencing on January 1, 20\_\_ from Amortization Installments in the amounts and in the years set forth below (the Trustee shall select such Series 2015 Certificates by lot in such manner as it deems appropriate):

<u>Payment Date</u> <u>(January 1)</u>	<u>Amortization Installment</u> \$
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\*

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\*Final Maturity

When Series 2015 Certificates are prepaid by lot, selection of Series 2015 Certificates for prepayment shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Series 2015 Certificate to be prepaid shall be in the principal amount of \$5,000 or any whole multiple thereof, and that in selecting portions of Series 2015 Certificates for prepayment, the Trustee shall treat each such Series 2015 Certificate as representing that number of Series 2015 Certificates which is obtained by dividing the principal amount of such Certificates by \$5,000.

Notice of such prepayment shall be given by first class mail, postage prepaid, not more than sixty (60) days or fewer than thirty (30) days prior to said date of prepayment, to the Owners of any Series 2015 Certificates to be prepaid. Pursuant to the Trust Agreement, the City may cause a conditional notice of prepayment to be given. Any defect in such notice as mailed shall not affect the validity of the proceedings for the prepayment of the Certificates for which proper notice has been given. In addition to the mailing of the notice described above, further notice of prepayment shall be provided as set forth in the Trust Agreement.

The Trustee has no obligation or liability to the Registered Owner to make payments of the Interest Component or Principal Component with respect to this Certificate, other than from the Trust Estate. The Trustee's sole obligations are to administer, for the benefit of the Owners, the various funds and accounts established under the Trust Agreement and to exercise various responsibilities under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by facsimile signature of an authorized officer as of the date stated above.

The Bank of New York Mellon Trust Company, N.A., not in its individual capacity but solely as Trustee, under the Trust Agreement, dated as of May 1, 2015.

(SEAL)

By: \_\_\_\_\_  
Authorized Signature



## ASSIGNMENT

For value received \_\_\_\_\_, the undersigned do(es) hereby sell, assign and transfer unto \_\_\_\_\_, whose Social Security or other identifying number is \_\_\_\_\_, the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the Certificate Register of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, or trust company.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within registered Certificates in every particular without alteration or enlargement or any change whatsoever.

**CERTIFICATE OF AUTHENTICATION**

This Certificate is one of the Certificates designated as Taxable Certificates of Participation, Series 2015 described in the within-mentioned Trust Agreement.

Date of Authentication:

The Bank of New York Mellon Trust Company, N.A., not in its individual capacity but solely as Trustee, under the Trust Agreement, dated as of May 1, 2015.

(SEAL)

By: \_\_\_\_\_  
Authorized Signature

**[STATEMENT OF INSURANCE]**

[To Follow]

**EXHIBIT C**

**FORM OF REQUEST AND AUTHORIZATION**

**[Taxable] Certificates of Participation (Parking Garage Project), Series 20\_\_  
Evidencing Undivided Proportionate Interests of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, As Lessee,  
Pursuant to a Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

1. The undersigned, being, respectively, an Authorized Officer of Pompano Beach Finance Corporation, a Florida not-for-profit corporation (the "Corporation"), and an Authorized Officer of the City of Pompano Beach, Florida, a municipal corporation of the State of Florida (the "City"), hereby authorize and request The Bank of New York Mellon Trust Company, N.A., as Trustee under that certain Trust Agreement, dated as of May 1, 2015 (the "Trust Agreement"), among it, the Corporation and the City, to deliver the \$\_\_\_\_\_ aggregate principal amount of [Taxable] Certificates of Participation (Parking Garage Project), Series 20\_\_ Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Rent Payments to be Made by the City of Pompano Beach, Florida, As Lessee, Pursuant to a Lease-Purchase Agreement with Pompano Beach Finance Corporation, as Lessor (the "Series 20\_\_ Certificates"), dated as of May 1, 2015, in the respective maturities and at the respective interest rates set forth in the Lease Schedule attached thereto, as authorized by the Trust Agreement, in fully registered form, to \_\_\_\_\_, the original Purchaser of the Series 20\_\_ Certificates, on the date hereof, upon receipt from the Purchaser of the purchase price for the Series 20\_\_ Certificates, which is computed as follows:

Original Principal Amount	\$ _____
Less: Underwriters' Discount	
Less: Original Issue Discount	
Plus: Original Issue Premium	_____
Purchase Price	\$ _____
Amount received on date hereof*	\$ _____

[\* Of this amount, \$\_\_\_\_\_ representing the premium for the Municipal Bond Insurance Policy and \$\_\_\_\_\_ representing the premium for the Reserve Account Surety Bond shall be wired directly to the Insurer on behalf of the City and the Corporation.]

2. Said Purchase Price, [less the amounts wired to the Insurer as set forth above,] shall be immediately deposited by you in the Pledged Funds relating to such Series 20\_\_ Certificates as follows in accordance with the provisions of the Trust Agreement.

Project Account	\$
Costs of Issuance Account	
Capitalized Interest Account	
Reserve Account	_____
Total Deposits	\$ <u>          </u>

DATED: \_\_\_\_\_, 20\_\_.

**POMPANO BEACH FINANCE CORPORATION, as Lessor**

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF POMPANO BEACH, FLORIDA, as Lessee**

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED:**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT D**

**REQUISITION NO. \_\_\_\_**

**[Taxable] Certificates of Participation (Parking Garage Project), Series 20\_\_  
Evidencing Undivided Proportionate Interests of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, As Lessee,  
Pursuant to a Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

TO: The Bank of New York Mellon Trust Company, N.A., as Trustee under the Trust Agreement dated as of May 1, 2015 among the Trustee, the Pompano Beach Finance Corporation and the City of Pompano Beach, Florida (“Trust Agreement”)

This Requisition is made pursuant to the Trust Agreement to pay Costs of the Project.

The Trustee is hereby directed to pay sums out of the Project Account as follows:

<u>Names &amp; Addresses of Payee</u>	<u>Purpose of Payment</u>	<u>Amount</u>
		\$ _____
		_____
Total		\$ <u>_____</u>

The undersigned hereby certifies that (a) each obligation, item of cost or expense herein has been properly incurred; (b) each obligation, item of cost or expense herein is an item of the Cost of the Project and has not been the basis of any previous withdrawal; (c) such payment will not cause the balance remaining in the Project Account after such payment to be less than the amount necessary to pay the remaining estimated Costs of the Project to be paid from the Project Account, or sufficient other moneys are available therefor; (d) that the work being paid for has been accepted by the City and has been completed in accordance with all requirements of the City; and (e) the Land on which the Facilities comprising the Project are located is subject to the Ground Lease.

**CITY OF POMPANO BEACH,  
FLORIDA**

\_\_\_\_\_  
Authorized Officer  
Dated: \_\_\_\_\_

**EXHIBIT E**

**REQUISITION NO. \_\_\_\_**

**[Taxable] Certificates of Participation (Parking Garage Project), Series 2015  
Evidencing Undivided Proportionate Interests of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, As Lessee,  
Pursuant to a Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

TO: The Bank of New York Mellon Trust Company, N.A., as Trustee under the Trust Agreement dated as of May 1, 2015 among the Trustee, the Pompano Beach Finance Corporation and the City of Pompano Beach, Florida (“Trust Agreement”)

This Requisition is made pursuant to the Trust Agreement to pay Costs of Issuance of the Certificates.

The Trustee is hereby directed to pay sums out of the Cost of Issuance Account as follows:

<u>Names &amp; Addresses of Payee</u>	<u>Purpose of Payment</u>	<u>Amount</u>
		\$ _____
Total		\$ _____

The undersigned hereby certifies that each payment obligation has been properly incurred, is a Cost of Issuance and has not been the basis of a previous withdrawal.

**CITY OF POMPANO BEACH,  
FLORIDA**

\_\_\_\_\_  
Authorized Officer

Dated: \_\_\_\_\_

**EXHIBIT C**

**FORMS OF LEASE PURCHASE AGREEMENT AND LEASE SCHEDULE**

**LEASE-PURCHASE AGREEMENT**

**by and between**

**POMPANO BEACH FINANCE CORPORATION,  
as Lessor**

**and**

**CITY OF POMPANO BEACH, FLORIDA  
as Lessee**

**Dated as of May 1, 2015**

THE CORPORATION HAS ASSIGNED ALL ITS RIGHT, TITLE AND INTEREST IN THIS AGREEMENT, EXCEPT CERTAIN RETAINED RIGHTS AS PROVIDED HEREIN, BY ABSOLUTE ASSIGNMENT TO THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE UNDER A TRUST AGREEMENT DATED AS OF MAY 1, 2015, AMONG THE TRUSTEE, THE CORPORATION AND THE LESSEE, PURSUANT TO AN ASSIGNMENT OF LEASES DATED AS OF MAY 1, 2015.

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## **LEASE-PURCHASE AGREEMENT**

**THIS LEASE-PURCHASE AGREEMENT**, is made and entered into as of May 1, 2015 (this "Lease Agreement"), by and between the **POMPANO BEACH FINANCE CORPORATION**, a not-for-profit corporation organized and existing under the laws of the State of Florida (the "Corporation"), and the **CITY OF POMPANO BEACH, FLORIDA**, a municipal corporation of the State of Florida (the "City").

### **WITNESSETH:**

In consideration of the mutual covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

### **ARTICLE I DEFINITIONS AND GENERAL PROVISIONS**

**SECTION 1.01. DEFINITIONS.** The capitalized words and terms used herein shall have the meanings assigned to such words and terms in Exhibit A to the Trust Agreement, dated as of May 1, 2015, among the Corporation, the City and the Trustee or its successor in interest, as amended, unless the context clearly requires some other meaning.

**SECTION 1.02. RULES OF CONSTRUCTION.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. Statements used herein denoting an agency relationship between the City, as agent, and the Corporation, as principal, shall be strictly construed and limited to the duties set forth herein.

The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Lease Agreement, refer to this Lease Agreement.

### **ARTICLE II RECITALS**

**SECTION 2.01. STATUS AND POWERS OF CORPORATION.** The Corporation is a not-for-profit corporation duly organized and validly existing pursuant to the laws of the State, and is authorized to lease or otherwise dispose of real and personal property, including, without limitation, the undertaking of the actions and duties more particularly described herein.

**SECTION 2.02. STATUS AND POWERS OF CITY.** The City is a municipal corporation of the State of Florida and is authorized by the laws and Constitution of the State, particularly the Act, to lease-purchase and acquire real and personal property in furtherance of its public purposes.

**SECTION 2.03. PURPOSE OF AGREEMENT.** The Land is the real property leased pursuant to the Ground Lease. In order to provide for its governmental and proprietary needs and in furtherance of its public purposes, the City desires to lease the Land to the Corporation and to lease back from the Corporation the Land and the completed Project. The Corporation is able and willing, for adequate consideration, to lease the Land from the City and to lease back to the City the Land and the completed Project. The portion of the Land on which the Parking Garage will be constructed is legally described on Exhibit A-1 to the Ground Lease and is referred to as the "Parking Garage Land." Pursuant to the Ground Lease and this Lease Agreement (i) the Parking Garage Land must be used as the site of the Parking Garage, which must be used throughout the Ground Lease Term as a public parking garage for the benefit of the public at large, and (ii) the Roadways (together with related utility and drainage lines, [signalization] and landscaping) and parking spaces are not subject to surrender upon an Event of Non-Appropriation or Event of Default and must always be used as public roads and public parking spaces, as applicable.

**SECTION 2.04. RELATED AGREEMENTS.** The parties hereto acknowledge, approve of, and consent to the terms of the following documents:

- (a) the Ground Lease pursuant to which the City leases the Land to the Corporation;
- (b) the Assignment of Leases, pursuant to which the Corporation assigns by absolute assignment all of its rights and interest in the Ground Lease and this Lease Agreement to the Trustee, other than its rights of indemnification, its right to enter into amendments of the Lease Schedule from time to time with respect to the issuance of Completion Certificates or Refunding Certificates, and its obligations in Section 6.03 hereof; and
- (c) the Trust Agreement, pursuant to which the Trustee, the City and the Corporation agree to implement this Lease Agreement by providing for the delivery of Certificates to finance and refinance the Project, for the administration of certain funds and accounts for the benefit of the Owners and, under the circumstances contemplated in such Trust Agreement and in this Lease Agreement, the exercise by the Trustee of certain remedies for the benefit of the Owners.

**SECTION 2.05. CONSTRUCTION OF THIS LEASE AGREEMENT.** For all purposes of this Lease Agreement, reference to the "assignee of Corporation," "Corporation or its assignee" or "Corporation and its assignee" after assignment of this Lease Agreement pursuant to the Assignment of Leases, shall mean only the Trustee acting on behalf of the Owners of the Certificates issued pursuant to the Trust Agreement, except as otherwise specifically provided herein or in the Assignment of Leases to the contrary.

Notwithstanding the foregoing, any provision contained in this Lease Agreement which grants to the Trustee, by virtue of the Assignment of Leases, the permissive right herein to

request documentation, to make inspections or take such other actions, shall not impose on the Trustee a legal or fiduciary duty or obligation to make such request or inspection or take such action. To the extent permitted by law, the Trustee agrees to exercise any such permissive right if directed by the Insurer, if any. The parties hereto agree that the foregoing limitation on the Trustee's rights herein shall in no way be construed to be a limitation on the absolute nature intended by the Assignment of Leases.

**SECTION 2.06. PROJECT ESSENTIAL.** The City represents that it has an immediate need for the Project and expects to make immediate use of the Project, which need is not temporary or expected to diminish during the Maximum Lease Term.

### **ARTICLE III ACQUISITION AND CONSTRUCTION OF PROJECT**

#### **SECTION 3.01. DEPOSIT OF MONEYS; LEASE SCHEDULE.**

(a) In order to induce the City to lease the Land and the Project from the Corporation and to assure the City that the moneys needed to pay the Costs of the Project and Costs of Issuance relating to the Project will be available without delay, the Corporation and the City, simultaneously with the delivery of this Lease Agreement by the City, shall cause to be deposited with the Trustee the proceeds of the Series 2015 Certificates which shall initially finance the acquisition, construction and installation of the Project, capitalized interest, [a deposit to the Reserve Account] and the Costs of Issuance related thereto. Such proceeds, and the proceeds of any Completion Certificates and Refunding Certificates, shall be deposited in the funds and accounts created by the Trust Agreement.

(b) Attached hereto as Exhibit A and incorporated herein by this reference is the Lease Schedule setting forth certain information with respect to the Project.

**SECTION 3.02. RIGHT OF ENTRY.** In order to enable the Corporation to carry out the terms of this Lease Agreement, to provide for the acquisition, construction and installation of the Project and to facilitate the exercise of remedies upon an Event of Default or Event of Non-Appropriation hereunder, the City hereby grants a right of entry to the Corporation, its agents and assignees, including, without limitation, the Trustee, to the Land and the Project. The City represents that it is empowered to grant such right of entry to the Corporation and the Trustee.

#### **SECTION 3.03. ACQUISITION AND CONSTRUCTION OF THE PROJECT.**

(a) The Corporation shall provide for the acquisition, construction and installation of the Project pursuant to the Corporation Resolution, the Act and Section 3.03 hereof. The Corporation hereby appoints the City as its agent to carry out all phases of the acquisition, construction and installation of the Project, and the City, as agent of the Corporation, assumes all rights, duties, responsibilities and liabilities of the Corporation regarding the acquisition, construction and installation of the Project, except as limited herein. Amounts on deposit in the

Project Account held by the Trustee pursuant to the Trust Agreement shall be disbursed by the Trustee to pay Costs of the Project. Such disbursements shall be made pursuant to one or more Requisitions, a form of which is attached to the Trust Agreement, submitted by an Authorized Officer of the City to the Trustee in accordance with the procedures set forth in the Trust Agreement. The Corporation hereby agrees that the City may be reimbursed for expenditures of moneys paid by the City for Project Costs in anticipation of the issuance of the Series 2015 Certificates by filing Requisitions required by the Trust Agreement.

(b) The City, as agent of the Corporation, shall have sole responsibility for, and shall supervise the acquisition, construction and installation of the Project. The City shall monitor the performance by each Vendor or Contractor to the extent the City deems appropriate. The City shall permit the Corporation to inspect the Project at any and all reasonable times upon giving the City prior notice of the inspection. The Corporation shall comply with all rules and regulations established by the City with respect to personal safety and security during such inspections.

(c) The Corporation hereby assigns to the City all rights and powers to enforce and execute in its own name or the name of the Corporation such purchase orders, agreements or contracts (including, without limitation, payment, performance and completion bonds) as are required for the Project which enforcement may be at law or in equity; provided, however, that the assignment made by the Corporation herein shall not prevent the Corporation from asserting said rights and powers in its own behalf following written notice to the City.

(d) The Corporation shall not be responsible for payment of, nor shall it pay nor permit to be paid by Trustee pursuant to the Trust Agreement, any amount for the Project in excess of the amount available therefor in the Project Account held by the Trustee pursuant to the Trust Agreement.

(e) The Corporation shall have the right, but not the duty, to inspect periodically the books and records of the City relating to the Project, and the City shall permit the Corporation to make such inspections thereof at all reasonable times as the City shall deem appropriate.

(f) The City agrees that it will be the sole responsibility of the City that the Project will be acquired, constructed and installed in accordance with the plans and specifications approved by the City, as the same may be amended from time to time as permitted herein.

(g) The City hereby agrees to use its best efforts to obtain, in each construction contract, provisions such that if the acquisition, construction or installation of any portion of the Project has not been completed by the Contractor through the fault of such Contractor by the date set forth therein, the City may assess liquidated damages against the Contractor for each day completion is delayed in an amount equal at least to the part of the Lease Payments associated with such portion of the Project not completed, prorated to obtain a daily rate.

(h) The City may, at any time prior to the Completion Date for the Project, make modifications to the Project and substitute and release items or components constituting a portion of the Project, but only in accordance with the provisions of this Section 3.03(h) if (i) the City files with the Trustee a certificate of an Authorized Officer of the City notifying the Trustee of

such modification, addition, substitution or release, identifying the portion of the Project which is modified, added, substituted or released, and certifying that after such modification, addition, substitution or release amounts on deposit in the Project Account, together with interest earnings thereon and any additional legally available sums of the City deposited therein, will be sufficient to pay all remaining Costs of the Project, including Project Costs incurred in connection with such modification, addition, substitution or release and the Project Costs which shall have accrued but remain unpaid as of such date, (ii) if necessary, the estimated Completion Date for the Project amended, as necessary, to take into account the portion of the Project that is modified, added, substituted or released, and (iii) no change shall be made in the schedule of Basic Rent Payments. If the total Costs of the Project exceed the amount estimated therefor, the City shall take the actions set forth in Section 3.05 hereof as a condition precedent to such modification, addition or substitution.

(i) For purposes of this Lease Agreement, all materials and services in respect of which amounts are paid by the Trustee for the acquisition, construction and installation of the Project (including moneys disbursed pursuant to Section 6.04 of the Trust Agreement for Costs of Issuance) shall be accepted by the City and the City hereby agrees that it will, subject to the provisions of Section 7.01 hereof, pay the Lease Payments in respect of same. The provisions of this Section 3.03(i) shall not in any way limit or affect the Corporation's or the City's rights to pursue warranty or other claims arising therefrom against any Contractor, Vendor or supplier of labor or materials of the Project, or any portion thereof. Execution of a Requisition by the City in accordance with the Trust Agreement shall constitute approval and acceptance by the City, in the manner provided in the Trust Agreement, of the items or portions of the Project identified therein for all purposes hereunder.

(j) The Corporation and the City shall at all times keep title to their respective interests in the Land and the Project free and clear of all liens and encumbrances of every kind whatsoever, except Permitted Encumbrances.

**SECTION 3.04. PAYMENT OF COSTS OF ISSUANCE.** Payment of Costs of Issuance for the Certificates shall be made pursuant to a Requisition in substantially the form of Exhibit E to the Trust Agreement, from moneys deposited with the Trustee in the Costs of Issuance Account. Costs of Issuance shall be disbursed in accordance with and upon compliance with Section 6.04 of the Trust Agreement.

**SECTION 3.05. LIMITATIONS ON ACQUISITION AND CONSTRUCTION.** The amount of moneys available under the Trust Agreement to pay for Project Costs and Costs of Issuance for the Project is limited to the amounts available therefore from time to time in the Project Account. If the City agrees to an increase in the Cost with respect to any portion of the Project or there is a cost overrun or change order as a result of a substitution or modification in the Project as described in Section 3.03 hereof, and in either case the amount in the Project Account, together with interest earnings thereon, is not sufficient to pay such Project Costs and complete the acquisition, construction and installation of the Project, then either (a) the City shall deposit to the credit of the Project Account, but only from Available Revenues legally appropriated therefor, the additional funds necessary to reduce such deficiency to zero (as certified to the Trustee in writing by an Authorized Officer of the City), or (b) the City shall

provide to the Corporation an amended Project budget showing such changes to the Project the result of which is no cost deficiency and that are certified to the Trustee as accurate in writing by an Authorized Officer of the City.

**SECTION 3.06. WARRANTIES.** The execution, delivery and submission of a Requisition to the Trustee by the City shall constitute and be deemed to be an affirmative representation and warranty that no earlier Requisition has been submitted to the City for the same items to the extent that such Requisition or portion thereof has been paid or approved by the City for payment and that the materials or work and services have been furnished or performed in accordance with the provisions hereof. The execution by the City of a Requisition in accordance with the Trust Agreement for any portion of the Project thereby shall constitute a representation by the City, without further act, that it has (a) thoroughly inspected such portion of the Project described therein, and (b) satisfied itself that such portion of the Project is suitable for its purposes.

**SECTION 3.07. UNEXPENDED MONEYS IN COST OF ISSUANCE ACCOUNT.** The Corporation and the City agree that unexpended moneys remaining in the Costs of Issuance Account shall be applied in accordance with Section 6.04 of the Trust Agreement.

**SECTION 3.08. COMPLETION OF PROJECT.** Upon completion of acquisition, construction and installation of all of the Project, the City will deliver a Certificate of Acceptance in the form attached hereto as Exhibit B to the Trustee, [with a copy to the Series 2015 Insurer], in order for the Trustee to make the final advances therefor in accordance with the provisions of the Trust Agreement. Pursuant to the Trust Agreement, upon the filing of such Certificate of Acceptance any amounts remaining in the Project Account shall, if the City so elects, be retained in such Project Account to pay any remaining Costs of the Project or be applied to reimburse the City for Costs of the Project funded by the City from sources other than Certificate proceeds, provided an opinion of Special Counsel is first delivered to the Trustee concluding that such application will not cause the exemption from federal income tax of the interest portion of the Basic Rent Payments represented by the Certificates (other than Taxable Certificates) to be adversely affected by such application (which opinion of Special Counsel shall not be required when only Taxable Certificates are Outstanding) and, thereafter, any balance remaining shall be transferred to the Lease Payment Fund and applied as a credit to Basic Rent Payments due under the Lease Schedule in accordance with Section 6.06(a) of the Trust Agreement. Pursuant to the Trust Agreement, in the event that the Lease Term terminates prior to the execution by the City of a Certificate of Acceptance, the Trustee shall transfer all amounts remaining in the Project Account to the special account established by the Trustee for the Certificates pursuant to Section 8.04 of the Trust Agreement and applied in accordance with said Section 8.04.

**ARTICLE IV**  
**LEASE OF PROJECT; LEASE PAYMENTS**

**SECTION 4.01. LEASE OF PROJECT.** In consideration of the payment by the City to the Corporation, or its assignee, of the Lease Payments and for other valuable consideration, the Corporation hereby leases the Land and the Project to the City upon the terms and conditions contained herein, as supplemented by the Lease Schedule. The City may modify the Project or may substitute or release components or portions of the Project as provided in Sections 3.03(h) and 5.14 hereof.

**SECTION 4.02. TERM OF AGREEMENT.** Effective as of the Commencement Date described in the Lease Schedule, the Corporation agrees to rent and lease to the City and the City agrees to rent and lease from the Corporation the Land and the Project for the Initial Lease Term. The Initial Lease Term shall commence on the Commencement Date and terminate on the Initial Lease Termination Date. Unless this Lease Agreement is terminated pursuant to Sections 4.06, 7.01 or 7.03 hereof, this Lease Agreement will automatically be renewed on the Initial Lease Termination Date and each succeeding Renewal Term Termination Date for the next succeeding Renewal Lease Term until all Lease Payments shall be made and the Certificates are no longer Outstanding. Each Renewal Lease Term shall be for a period of one (1) year. The number of Renewal Lease Terms plus the Initial Lease Term shall not exceed the Maximum Lease Term.

**SECTION 4.03. LEASE PAYMENTS.**

(a) For the right to use and possession of the Land and the Project, the City shall, subject to the provisions of Sections 4.06 and 7.01 hereof, pay to the Trustee, as assignee of the Corporation, the Basic Rent and the Supplemental Rent as hereinafter described.

(b) The City agrees to pay as lease rental hereunder for the Land and the Project, the Basic Rent no later than the Basic Rent Payment Dates as set forth in the Lease Schedule, as the same may be modified or amended from time to time following any prepayment of Basic Rent. Basic Rent Payments consist of a Principal Component and an Interest Component which shall be stated in the Lease Schedule (although only an Interest Component may be payable on certain Basic Rent Payment Dates). The portion of Basic Rent attributable to the Interest Component shall not exceed the maximum rate permitted by Section 215.84, Florida Statutes. The City hereby agrees that it shall make all Basic Rent Payments coming due on each Basic Rent Payment Date subject to the provisions of Sections 4.06 and 7.01 hereof. All Basic Rent Payments shall be paid on the Basic Rent Payment Dates. The City shall pay the Basic Rent due hereunder to the Trustee at its Principal Office and the Trustee shall apply such payments as provided in the Trust Agreement. Subject to the prepayment provisions of the Trust Agreement, to the extent that moneys have been deposited and are available with the Trustee from the proceeds of Certificates or otherwise for the purpose of paying Basic Rent pursuant to Section 6.01 of the Trust Agreement, the City shall receive a credit against its obligation to pay such Basic Rent for such amounts on deposit with the Trustee.

(c) To assure timely payment of each Basic Rent Payment, the City shall deposit with the Trustee, on the fifteenth (15<sup>th</sup>) day of the month preceding each Payment Date after the commencement of the City's obligation to pay Basic Rent Payments from Available Revenues as set forth in Section 4 of the Lease Schedule, an amount of Available Revenues equal to the Basic Rent Payment coming due on the next Basic Rent Payment Date. Notwithstanding the foregoing, however, no deposits of Available Revenues need be made by the City with the Trustee when the moneys held in the Interest Account in the Lease Payment Fund are equal to the Interest Component of the Basic Rent Payment coming due on the next Basic Rent Payment Date on which the Interest Component becomes due, and the moneys held in the Principal Account in the Lease Payment Fund are equal to the Principal Component of the Basic Rent Payment coming due on the next Basic Rent Payment Date on which the Principal Component becomes due.

(d) Each payment of Basic Rent due hereunder shall be for the right to possess the Land and the Project for each Fiscal Year in which moneys have been appropriated by the City to pay the Basic Rent coming due in such Fiscal Year, provided that the Basic Rent for the period for which a portion of the proceeds of the Certificates or other funds have been deposited with the Trustee shall be paid from such proceeds or other funds, it being hereby acknowledged that said moneys constitute special funds held by the Trustee pursuant to the Trust Agreement to be applied for such purpose.

(e) Beginning with the first Basic Rent Payment Date and on each Basic Rent Payment Date thereafter during which the Project is leased hereunder, there shall be applied as a credit (provided there are no delinquent Basic Rent Payments) against the aggregate amount of Basic Rent payable on such date an amount which shall be stated in a report of the Trustee given to the City pursuant to Section 6.13 of the Trust Agreement, which amount shall be equal to the sum of (i) the amount of interest and other income deposited in the Interest Account pursuant to Section 6.06 of the Trust Agreement since the date of the previous report made by the Trustee pursuant to Section 6.13 of the Trust Agreement, (ii) the amount of moneys, if any, transferred to the Interest Account and Principal Account pursuant to Section 6.03, Section 6.04 and Section 6.05 of the Trust Agreement since the date of the previous report made by the Trustee pursuant to Section 6.13 of the Trust Agreement, (iii) the amount of moneys, if any, transferred to the Interest Account pursuant to Section 6.07(g) of the Trust Agreement since the date of the previous report made by the Trustee pursuant to Section 6.13 of the Trust Agreement, plus (iv) the amount if any, on deposit in the Principal Account and Interest Account on the date of the report made by the Trustee pursuant to Section 6.13 of the Trust Agreement which is not derived from the sources described in clauses (i), (ii) and (iii) above. In the event that the total amount of credit exceeds the Basic Rent due on any Basic Rent Payment Date, the amount of said excess shall be applied as a credit against subsequent Basic Rent Payments. In addition, the Basic Rent may be reduced if the City chooses to prepay any or all of the Basic Rent. Whenever moneys in the Lease Payment Fund, including the Reserve Account, shall be sufficient to pay the principal of, Amortization Installments, and interest coming due on the Certificates, moneys in the Reserve Account shall be deposited in the Interest Account and the Principal Account as required to pay the Certificates, subject to the provisions of the Trust Agreement, and no further Basic Rent Payments shall be required hereunder. Should any Basic Rent be paid later than the Basic Rent Payment Date to which such Basic Rent pertains, such Basic Rent shall bear interest at the

Overdue Rate from such Basic Rent Payment Date to and inclusive of the date of actual payment. The Trust Agreement shall provide that the Trustee will invest the amounts, if any, in the Reserve Account and apply investment earnings on such amounts in the manner required by the Trust Agreement.

(f) In addition to the Basic Rent, the City hereby agrees to pay as provided herein, Supplemental Rent. The term "Supplemental Rent" shall include, without limitation, any Prepayment Premium attributable to the Certificates, all payments required by the Trust Agreement and this Lease Agreement to be payable for Extraordinary Prepayment not covered by insurance or condemnation proceeds pursuant to Section 5.08(b), (c) and (d) hereof, payment of taxes, assessments or other governmental charges pursuant to Section 5.09 hereof, payments required pursuant to Section 6.04 hereof, payments to any Rebate Analyst and payments required pursuant to Section 6.10 of the Trust Agreement. The Supplemental Rent shall be paid to the Trustee for application in accordance with the terms hereof and of the Trust Agreement and shall be payable solely from Available Revenues budgeted and appropriated for that purpose by the City; provided, however, the City may pay the portion of the Supplemental Rent representing the annual fee of the Corporation as set forth in the Lease Schedule directly to the Corporation, instead of making such payment to the Trustee, on or before January 1 of each year during the Lease Term.

(g) The City hereby authorizes the Trustee, as assignee of the Corporation, (i) to create a Reserve Account to be held by the Trustee under the Trust Agreement, (ii) to deposit in the Reserve Account either a portion of the proceeds from the sale of the Certificates or a Reserve Account Surety Bond equal to the Reserve Requirement or combination thereof, and (iii) to use such amounts or amounts drawn on the Reserve Account Surety Bond deposited in the Reserve Account as set forth in Section 6.07 of the Trust Agreement; provided, however, nothing herein shall require any series of Certificates to be secured by the Reserve Account or to have a Reserve Requirement [and the Series 2015 Certificates shall [not] be secured by the Reserve Account]. In the event the aggregate amount of any cash, the value of any Permitted Investments and the stated amount of any Reserve Account Surety Bond in the Reserve Account shall be less than the Reserve Requirement provided therefor, the City shall pay to the Trustee, if such deficiency is due to a transfer from the Reserve Account, the City shall pay the Trustee from Available Revenues budgeted and appropriated for such purpose by the City, as Supplemental Rent, the amount necessary to reimburse the Reserve Account Surety Bond provider and the amount which the Trustee can draw upon such Reserve Account Surety Bond shall be reinstated to equal the Reserve Requirement for such Certificates (or its original stated amount, if the City shall have deposited into the Reserve Account a combination of cash and a Reserve Account Surety Bond pursuant to this Section). In the event a Reserve Account Surety Bond on deposit in the Reserve Account expires or is terminated, the City shall, simultaneously with such expiration or termination, either replace such Reserve Account Surety Bond with a subsequent Reserve Account Surety Bond with a stated amount equal to that of the expired or terminated Reserve Account Surety Bond or transfer to the Trustee, for deposit in the Reserve Account in which such Reserve Account Surety Bond had been deposited, an amount of cash equal to the stated amount of such expired or terminated Reserve Account Surety Bond.

(h) The Corporation and the Trustee are entitled to accept, receive and cash or deposit any payment made by or on behalf of the City for any reason or purpose in any amount whatsoever. No endorsement or statement on any check or letter of the City shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such payment shall be without prejudice to the Corporation's and Trustee's right to recover any and all amounts owed by the City hereunder and the Corporation's and Trustee's right to pursue any other available remedy but in all events payable only from Available Revenues lawfully appropriated to the payment of amounts coming due under this Lease Agreement.

**SECTION 4.04. PAYMENT IN LAWFUL MONEY; NO SET-OFF.** Each Lease Payment shall be paid by the City in lawful money of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, to or upon the order of the Corporation at the Principal Office of the Trustee or at such other place as the Corporation, or its assignee, shall designate. Notwithstanding any dispute between the City and the Corporation, but in all events subject to Sections 4.06 and 7.01 hereof, the City shall make or cause to be made each and all Lease Payments when due and shall not withhold or permit to be withheld any Lease Payments pending the final resolution of such dispute nor shall the City assert or permit to be asserted any right of setoff, abatement or counter-claim against the obligation to make Lease Payments as set forth herein.

**SECTION 4.05. SOURCE OF LEASE PAYMENTS.**

(a) The City represents and warrants that, for the Initial Lease Term and upon the renewal hereof for any Renewal Lease Term, the obligation of the City to make Lease Payments hereunder, for such Fiscal Year of the City, shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City. THE PAYMENTS DUE HEREUNDER ARE TO BE MADE ONLY FROM AVAILABLE REVENUES APPROPRIATED BY THE CITY FOR SUCH PURPOSE AND NEITHER THE CITY, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE TO THE CORPORATION OR THE TRUSTEE HEREUNDER FROM SOURCES OTHER THAN APPROPRIATED REVENUES, AND THE FAITH AND CREDIT OF NEITHER THE CITY, NOR THE STATE NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED FOR PAYMENT OF SUCH SUMS DUE HEREUNDER AND THE OBLIGATIONS ARISING HEREUNDER DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, OR THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

(b) All payments of Basic Rent required to be made by the City under this Lease Agreement shall be made when due without notice or demand, and, subject to Section 7.01 hereof, shall be absolute and unconditional and without any set-off, counterclaim, abatement, deduction or defense (other than satisfaction and discharge of the Certificates to which such payment relates) whatsoever. The City shall not make partial payment of the Basic Rent coming

due on any Basic Rent Payment Date, except in a case in which funds are on deposit or being transferred from another source for the account or on behalf of the City.

(c) Subject to the City's right of non-appropriation pursuant to Section 7.01 hereof, the City hereby covenants that it will cause the City Manager of the City to provide for the Lease Payments coming due in the following Fiscal Year in his or her annual Budget recommendation in accordance with the Act. Except as otherwise provided in Section 7.01 hereof, the City agrees to take such action as may be necessary to include all such Lease Payments (other than Lease Payments to the extent paid from Certificate proceeds or other funds then on deposit in the Lease Payment Fund) due hereunder in its annual Budget. During the term of this Lease Agreement, the City will furnish to the Trustee, as assignee of the Corporation, a copy of each adopted annual Budget as soon as available. Any provision in this Lease Agreement or the Trust Agreement to the contrary notwithstanding, the City and the Corporation agree that this Lease Agreement, the Trust Agreement and all of the City's obligations to make the Lease Payments are subject to, and can be terminated by the City upon the happening of an Event of Non-Appropriation as described in Section 7.01 hereof; provided, however, that the City shall not be released from or subject to relief with respect to any obligations on its part arising or accruing prior to such termination provided such obligation shall be payable only from Available Revenues.

(d) The City hereby agrees that, within three Business Days after the adoption or approval of the final annual Budget which does not include the full amount of the Lease Payments coming due in the following Fiscal Year, it will give notice of that fact to the Trustee and the Insurer, if any.

#### **SECTION 4.06. OPTIONAL PREPAYMENT; DEFEASANCE.**

(a) The City shall have the option, so long as no Event of Default or Event of Non-Appropriation hereunder has occurred and is continuing, from any moneys then available for such purpose, on any Optional Prepayment Date to prepay all or a portion of the Basic Rent upon not less than forty-five (45) days written notice given prior to such Optional Prepayment Date. Any prepayment notice delivered pursuant to this Section 4.06(a) shall state (i) that the City is exercising its right of prepayment pursuant to Section 4.06(a) of the Lease Agreement, (ii) the amount of such prepayment, (iii) the Optional Prepayment Date to which such prepayment applies, (iv) the amount of prepayment applicable to the Certificates and maturities of such Certificates, and (v) that the deposit with the Trustee of such prepaid amount constitutes an irrevocable option of the City to prepay Basic Rent in the amount of such prepayment. Each prepayment shall be in an amount equal to the Prepayment Price of Certificates (in denominations of \$5,000 or any whole multiple thereof) to be prepaid on such Optional Prepayment Date designated by the City in such notice of prepayment, all as provided in the Trust Agreement. Interest on Certificates to be prepaid pursuant to an optional prepayment under this Section accrued to the Optional Prepayment Date set forth in the notice of prepayment above shall be paid by the Trustee from moneys on deposit in the Prepayment Fund and the Interest Account.

(b) In the event of a prepayment, in part, of Basic Rent Payments, such Basic Rent Payments provided in the Lease Schedule shall be adjusted downward by the Trustee to reflect the reduction in the Principal Component and Interest Component of the remaining Basic Rent resulting from such prepayment. Such adjustment shall be done in such manner as to match remaining payments of Basic Rent provided in the Lease Schedule with principal and interest coming due on Certificates which remain Outstanding.

(c) So long as no Event of Default or Event of Non-Appropriation has occurred and is continuing, the City may secure the payment of Basic Rent by a deposit with the Trustee, as provided in, and subject to the terms and provisions of, Section 12.01 of the Trust Agreement, of either (i) an amount of moneys which is sufficient to pay such Basic Rent, including the Principal Component, Interest Component and Prepayment Premium, if any, on the Basic Rent Payment Dates or Optional Prepayment Dates, if applicable, and any Supplemental Rent which may be due, or (ii) Refunding Securities, together with cash, if required, in such amount as will, together with interest to accrue thereon, be fully sufficient to pay such Basic Rent including the Principal Component, Interest Component and Prepayment Premium, if any, on their Basic Rent Payment Dates or Optional Prepayment Dates, if applicable, and any Supplemental Rent which may be due. Upon the City meeting the requirement of this Section 4.06(c), the Corporation and its assignee shall be entitled to payment of such Basic Rent Payments solely from such cash and/or Refunding Securities.

(d) In the event Refunding Certificates are issued which refund only a portion of Outstanding Certificates, the schedule of Basic Rent Payments affected by such Refunding Certificates will remain the same but a credit will be given to the City by the Trustee to take into account that payment of a portion of the Principal Component and the Interest Component has been provided for by such refunding or defeasance of such portion of the Certificates from the issuance of said Refunding Certificates.

(e) In the event of a deposit with the Trustee of moneys and/or Refunding Securities for the purpose of paying or providing for payment of Certificates in accordance with Article XII of the Trust Agreement, all covenants, agreements and other obligations of the City under this Lease Agreement, with respect to such Certificates shall be deemed performed except (i) those provisions hereof which by their express terms survive any such payment and defeasance and (ii) the obligation of the City to make or cause to be made, Basic Rent Payments and Supplemental Rent payments on or for such Certificates from the moneys and/or Refunding Securities deposited pursuant to said Article XII of the Trust Agreement.

**SECTION 4.07. OWNERSHIP.** Upon the Commencement Date and throughout the Ground Lease Term, fee title to the Land shall be in the name of the City, subject to Permitted Encumbrances, title to all Equipment, furniture and fixtures on the Land shall at all times remain with the City, and title to the Project constructed on the Land shall be with the Corporation and remain therein until the earlier of (i) the date on which the Series 2015 Certificates are no longer Outstanding under the Trust Agreement, and (ii) the end of the term of this Lease Agreement. Possession and use of the Land, together with all improvements thereon, shall, upon the last day of the Ground Lease Term automatically revert to the City free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by

the Corporation or any Permitted Transferee. Upon such termination of the Ground Lease Term, the Corporation shall peaceably and quietly surrender to the City the Land together with any improvements located in or upon the Land. Upon such surrender of the Land, the Corporation, at the reasonable request of the City, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the City all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Land in the possession of the Corporation.

**SECTION 4.08. REFUNDING RENT.** With respect to any series of Refunding Certificates, all or a portion of the proceeds of the Refunding Certificates shall be deposited in an Escrow Account to provide for the defeasance of the Refunded Certificates pursuant to the provisions of the Trust Agreement. Commencing on the execution and delivery of such Refunding Certificates, the City hereby agrees to pay Refunding Rent on the dates and in the amounts set forth in a subsequent Schedule to the Lease Schedule designated therein as "Refunding Rent," provided, however, that by depositing into the Escrow Account cash and/or Refunding Securities sufficient to pay, when due, all such Refunding Rent, the City shall be deemed to have paid in full such Refunding Rent and further payments of such Refunding Rent shall in no event thereafter be due and owing hereunder by the City. Pursuant to the terms of the Escrow Deposit Agreement establishing the Escrow Account, the Escrow Agent shall be irrevocably directed by the City to use and apply the cash and maturing principal, interest and investment earnings of the Refunding Securities on deposit in the Escrow Account to the payment, when due, to the Trustee for the benefit of the principal of, interest on, and prepayment premium, if any, with respect to the Refunded Certificates as the same come due. Such payments from the Escrow Account to the Trustee for payment to the holders of the Refunded Certificates shall be deemed to constitute payments by the City to such holders of Refunding Rent pursuant to this Lease Agreement. The obligation to pay Refunding Rent in the manner aforesaid from the Escrow Account shall, any provision of this Lease Agreement to the contrary notwithstanding, survive the termination of this Lease Agreement. Refunding Rent shall be deemed, for all purposes of the Refunded Certificates and the Trust Agreement, as Basic Rent payable under this Lease Agreement.

## **ARTICLE V COVENANTS; REPRESENTATIONS AND WARRANTIES**

### **SECTION 5.01. GENERAL COVENANTS, REPRESENTATIONS AND WARRANTIES.**

(a) The City agrees that this Lease Agreement shall continue in full force and effect, subject to the provisions of Section 7.01 hereof, regardless of the inability or unwillingness of the City to use the Project because of any reason whatsoever, including, but not limited to, wear, act of God, war, strike, condemnation, loss or damage, defect, failure of title or consideration, obsolescence or breach of warranty. The City covenants and represents that this Lease Agreement, the Trust Agreement and the Ground Lease and the performance of the City's obligations hereunder and thereunder have been duly approved, authorized, executed and delivered with all proper procedures fully complied with, and that this Lease Agreement, the

Trust Agreement and the Ground Lease are the valid, legal and binding obligations of the City enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles. The City further covenants and represents as follows:

(1) The City is a duly created municipal corporation existing under the laws of the State.

(2) Except as may be set forth in the Offering Statement for the Series 2015 Certificates, there are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Lease Agreement, the Trust Agreement or the Ground Lease.

(3) The City has an immediate need and expects to make immediate use of the Project, which need shall not be temporary or be expected to diminish during the Maximum Lease Term.

(4) There are no circumstances presently known to the City affecting the City that could reasonably be expected to alter its foreseeable need for the Project or adversely affect the City's ability or willingness to budget and appropriate Available Revenues for the payment of all sums due hereunder.

(5) Subject to the provisions of Section 7.01 of this Lease Agreement, the City intends to make payments for each Fiscal Year from Available Revenues.

(6) All procedures required by applicable law regarding the award or negotiation of contracts relating to the acquisition, construction and installation of the Project will be complied with by the City.

(7) At the Corporation's or the Trustee's request, the City shall execute and deliver to the Corporation or the Trustee all instruments and do all other acts reasonably necessary to effectuate the intent of this Lease Agreement.

(8) The City shall give the Trustee prompt written notice of any material litigation or proceedings concerning the City or the Project and of any dispute concerning the City or the Project, if the dispute may substantially interfere with the timely acquisition, construction and installation of the Project or the City's utilization thereof or with the City's ability to meet its obligations under this Lease Agreement.

(9) If an Event of Default or an Event of Non-Appropriation hereunder has occurred, at the Trustee's option, the Trustee, as assignee of the Corporation, may make, but is not required to make, any or all subsequent disbursements from the Project Account directly to the Vendors or Contractors of the Project. The City's execution of this Lease Agreement and the Lease Schedule constitutes an irrevocable authorization for the Trustee to make disbursements directly to such Vendors or Contractors in accordance with the provisions of the Trust Agreement. In the absence of negligence or misconduct

on the part of the Trustee, the City agrees that all disbursements made to the Vendors or Contractors shall constitute full performance of the Trustee's obligations to the City under this Lease Agreement. The Trustee's decision to make a disbursement shall not constitute a waiver of any of the provisions of this Lease Agreement and the Lease Schedule. If the City is in default under this Lease Agreement and the City is unable to cure its default, the Trustee's decision to make a disbursement shall not preclude the Trustee, as assignee of the Corporation, from declaring the City in default under this Lease Agreement.

(b) The Corporation covenants and represents that this Lease Agreement, the Trust Agreement, the Ground Lease and the Assignment of Leases and the performance of the Corporation's obligations hereunder and thereunder have been duly approved, authorized, executed and delivered with all proper procedures fully complied with, and that this Lease Agreement, the Trust Agreement, the Ground Lease and the Assignment of Leases are the valid, legal and binding obligations of the Corporation enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles. The Corporation further covenants and represents as follows:

(1) The Corporation is a duly created not-for-profit corporation existing under the laws of the State.

(2) Except as set forth in the Offering Statement for the Series 2015 Certificates, there are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Lease Agreement, the Trust Agreement, the Ground Lease or the Assignment of Leases.

(3) All procedures required by applicable law regarding the award or negotiation of contracts relating to the acquisition, construction and installation of the Project will be complied with by the Corporation.

(4) At the City's or the Trustee's request, the City shall execute and deliver to the City or the Trustee all instruments and do all other acts reasonably necessary to effectuate the intent of this Lease Agreement.

(5) The City shall give the Trustee prompt written notice of any material litigation or proceedings concerning the Corporation or the Project and of any dispute concerning the Corporation or the Project, if the dispute may substantially interfere with the timely acquisition, construction and installation of the Project or the City's utilization thereof or with the Corporation's ability to meet its obligations under this Lease Agreement, the Trust Agreement, the Ground Lease or the Assignment of Leases.

(6) The City shall commence construction of the Project and diligently pursue construction to completion of the Project without permitting any lien, claim, or assessment (actual or contingent) to be asserted or filed against the Project for any material, labor, or other item furnished in connection with the construction, which claim, lien, or assessment is not satisfied or transferred to bond within twenty (20) days after it is asserted or filed. At all

times during the acquisition and construction of the Project, and to the extent required by law, the City shall comply with the Florida Mechanics' Lien Law, Chapter 713, Florida Statutes, and Section 255.05, Florida Statutes, to the extent each shall be applicable, and with all requirements imposed by all governmental authorities having jurisdiction over the acquisition and construction and by all insurance underwriters providing insurance for the Project. The City shall cause each Contractor to obtain and deliver to the City performance and payment bonds covering one hundred percent (100%) of the value or costs for the construction of the Project pursuant to applicable law.

**SECTION 5.02. ADDITIONAL COVENANTS, REPRESENTATIONS AND WARRANTIES.**

(a) The City represents and warrants that the execution by the City of each Requisition in accordance with the Trust Agreement shall constitute an affirmation by the City of the completeness and accuracy of the following representations and warranties (which may be given in good faith reliance on written opinions, certificates, statements and affidavits) as of the date of such execution:

(i) All contracts, purchase orders and agreements relating to the Project are presently in full force and effect according to their respective terms; the City is not in default under such contracts, purchase orders and agreements; and the City has no knowledge of any violation of such contracts, purchase orders and agreements.

(ii) Except as set forth in the Offering Statement for the Series 2015 Certificates, there are no governmental actions or proceedings (except actions or proceedings that are fully covered by insurance) pending or, to the City's knowledge, threatened affecting the City or, to the City's knowledge, pending or threatened affecting the Project, which, if adversely determined, would materially adversely impair the City's ability to perform its obligations under this Lease Agreement.

(iii) The City knows of no violation and has no notice of a violation of any court order or of any law, regulation, ordinance, rule, order, code or requirement of any governmental authority having jurisdiction over all or any portion of the Project that may materially detrimentally affect the development and operation of the Project as planned.

(iv) The Land is appropriately zoned for construction, installation and operation of the Project or such zoning can be obtained in the ordinary course.

(v) All utility services necessary for the construction of the Project and the operation of the Project have been or will be extended to the Land, including, but not limited to, water, storm and sanitary sewer facilities, electricity and telephone service or sufficient amounts have been deposited in the Project Account for such purpose.

(vi) All representations, warranties, covenants and agreements made by the City in connection with this Lease Agreement may be relied upon by the Corporation and the

Trustee notwithstanding any independent investigation made on behalf of the Corporation or the Trustee.

(vii) The rights of way for all roads necessary for the proposed utilization of the Project have been acquired by the appropriate governmental authority or dedicated to and accepted by the appropriate governmental authority.

(viii) The City shall promptly correct any defect in the acquisition, construction and installation of the Project.

(ix) The City shall provide the Trustee the following additional assurances, upon request of the Trustee, provided, however, that the Trustee is not obligated to make such requests:

(A) If requested and applicable, but only as and when available, all certificates of occupancy, footing or foundation surveys, "as built" surveys, certificates, appraisals, reports, endorsements, and agreements, the names of all Persons with whom the City has contracted or intends to contract with in connection with the acquisition, construction and installation of the Project, schedules of all statements for labor and materials for the acquisition, construction and installation of the Project together with copies of all statements, copies of all budget revisions concerning the acquisition, construction and installation of the Project, indicating the funds required at any given time to complete such acquisition, construction and installation, and any other documents reasonably required to be furnished.

(B) If requested, during the acquisition, construction and installation of the Project and upon completion of such acquisition, construction and installation, furnish an Architect's or Engineer's written opinion to the effect that the Project, as constructed, complies with all restrictions recorded and with all applicable governmental laws, regulations, rules, ordinances, orders and codes relating to the construction thereof.

(C) Furnish when available, a certificate of occupancy and all other similar certificates required to be issued by any governmental agency in connection with the acquisition, construction, installation or occupancy of the Project.

(x) The City shall employ a licensed Architect to supervise the acquisition, construction and installation of the Project.

(xi) The City shall employ a licensed Engineer to supervise the acquisition, construction and installation of the Project.

**SECTION 5.03. QUIET ENJOYMENT.** The parties hereto mutually covenant that the City, by keeping and performing the covenants and agreements herein contained, shall at all times, prior to an Event of Default or an Event of Non-Appropriation during the term of this Lease Agreement, peaceably and quietly have, hold and enjoy the Land and the Project without

suit, trouble or hindrance from the Corporation and free from any claims by the Corporation and the Trustee and all persons claiming thereunder.

**SECTION 5.04. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** The City shall obtain, prior to commencement of construction of the Project and thereafter maintain throughout the Lease Term, subject to the requirements of State law and if reasonably available from a commercial carrier, a standard comprehensive general liability insurance policy or policies in protection of the City and the Corporation, their members, officers, agents and employees with respect to the Project. Said policy or policies shall at a minimum provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by the acquisition, installment or operation of the Project. Said policy or policies shall at a minimum provide coverage equal to the liability limits set forth in Section 768.28, Florida Statutes, as the same may be amended from time to time, and in a minimum amount of \$500,000 for damage to property (subject, in each case, to a deductible clause as the City may determine from time to time). Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage that the City is required to carry. The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the Net Proceeds of such insurance shall have been paid. Notwithstanding the foregoing, during acquisition, construction and installation of the Project, the insurance required by this Section 5.04 may be provided by the contractor constructing the Project.

**SECTION 5.05. FIRE AND EXTENDED COVERAGE INSURANCE AND FLOOD INSURANCE.**

(a) The City shall obtain, prior to commencement of construction of the Project and thereafter maintain throughout the Lease Term, subject to the requirements of State law, insurance against loss or damage to any part of the Project by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm (including hurricane), riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost of the Project (except that such insurance may be subject to deductible clauses not to exceed \$100,000 in the aggregate for any one loss). Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the City, and may be maintained in whole or in part in the form of self-insurance by the City, provided such self-insurance complies with the provisions of Section 5.07 hereof. Such insurance shall explicitly waive any co-insurance penalty. In addition, full payment of insurance proceeds up to the policy dollar limit for the Project shall not be contingent on the degree of damage sustained at other facilities owned or leased by the City. The Net Proceeds of such insurance shall be applied as provided in Section 5.06 hereof. The City agrees to cooperate with the Corporation and the Trustee to provide such coverage in the form of self-insurance in compliance with Section 5.07 hereof if such insurance is not available at commercially reasonable cost from a commercial carrier. Notwithstanding the foregoing, during the acquisition, construction and installation of the Project, the City shall, in lieu of the foregoing, obtain builder's all risk damage insurance in an amount not less than the full value of

all work in place and materials and equipment provided or delivered by each supplier (which insurance may be provided by the contractor constructing the Project).

(b) The City shall cause to be maintained, flood insurance to be separately maintained for any property included in the Project that is located in a federally designated flood plain in such amounts per occurrence as are available at commercially reasonable costs and in a minimum amount equal to \$500,000 unless not so available at commercially reasonable rates and, in any event, in minimum amounts necessary to qualify for federal disaster relief programs. In the event the City considers flood insurance to be unavailable at commercially reasonable rates, it shall so notify the Trustee. If the Trustee identifies insurance for such coverage at commercially reasonable rates, the City shall be obligated to cause such insurance to be obtained and maintained. In the event that the City determines that flood insurance is unavailable at commercially reasonable rates, the City shall maintain or cause to be maintained such flood insurance in whole in the form of self-insurance that complies with the provisions of Section 5.07 hereof.

(c) The insurance that the City is required to maintain or cause to be maintained pursuant to this Section 5.05 shall be provided by a commercial insurer rated "A" by A.M. Best or in the two highest rating categories of S&P and Moody's.

(d) Any insurance maintained pursuant to this Section 5.05 shall be so written or endorsed to provide that the Trustee (on behalf of the Certificate holders), the Corporation, each Insurer, if any, and the City are named as loss payees as their interests may appear.

**SECTION 5.06. NET PROCEEDS OF INSURANCE; FORM OF POLICIES.** Each policy of insurance obtained pursuant to or required by Section 5.05 hereof which relates to the Project shall provide that all proceeds thereunder shall be payable to the Trustee for the benefit of the Owners of the Certificates. The City shall pay or cause to be paid proceeds of self-insurance maintained pursuant to Sections 5.05 and 5.07 hereof to the Trustee for the benefit of the Owners of the Certificates. The City shall deliver or cause to be delivered fully executed copies of all policies of insurance required by this Lease Agreement, including the Lease Schedule, to the Trustee annually within 30 days of purchase or renewal. The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease Agreement, and shall promptly furnish or cause to be furnished to the Trustee evidence of such payments. All such policies shall provide that the Trustee shall be given not less than thirty (30) days notice of each expiration, any intended cancellation and any intended reduction of the coverage provided thereby. The Trustee shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the City.

**SECTION 5.07. SELF-INSURANCE.** Any self-insurance maintained or caused to be maintained by the City pursuant to the foregoing provisions, shall comply with the following terms:

(a) Except with respect to general liability reserves, the self-insurance program shall be approved by the Insurance Consultant;

(b) The self-insurance program shall include a sound claims reserve fund out of which each self-insured claim shall be paid; the adequacy of such fund shall be evaluated on an annual basis by the Insurance Consultant; and any deficiencies in the fund shall be remedied in accordance with the recommendations of the Insurance Consultant;

(c) The self-insurance program must be maintained on an actuarially sound basis and the City shall annually cause the Trustee to be provided with a certified actuarial statement attesting to the sufficiency of the program's assets;

(d) The self-insurance fund must be separately accounted for by the City and may be commingled with other City moneys in accordance with the customary practices of the City relating to its self-insurance fund;

(f) In the event the self-insurance program shall be discontinued, the actuarial soundness of its claims reserve fund shall be maintained;

(g) The City may obtain the required insurance coverages through a self-insured governmental pool which meets the criteria described above;

(h) Amounts deposited into the self-insurance claims reserve fund shall not be subject to appropriation by the City in order to apply such funds to pay claims;

(i) No self-insurance will be permitted with respect to title insurance, if any, required by the Lease Agreement or the Trust Agreement.

**SECTION 5.08. RISK OF LOSS; STIPULATED LOSS VALUES; USE OF PROCEEDS.**

(a) As between the Corporation and the City, the City hereby assumes the entire risk of loss, from any and every cause whatsoever to the Project.

(b) Except as provided in Section 5.08(c) hereof, the City shall cause the Net Proceeds relating to the Project of any insurance or condemnation award or of any appropriation made in connection with a self-insurance election received pursuant to Sections 5.05 and 5.07 hereof and of any title insurance award equal to or in excess of the amount required to repair, restore or replace the Project (the "Replacement Amount") for the Project to be applied first to the prompt repair, restoration or replacement of such destroyed, damaged, lost or condemned Project (which repair, restoration or replacement property shall become part of the Project). Except as otherwise provided herein, any such Net Proceeds shall be deposited with the Trustee in the Project Account and shall be disbursed by the Trustee in accordance with the Trust Agreement; provided, however, that any amounts remaining after completion of such repair, restoration or replacement shall be applied in accordance with Section 6.03(c) of the Trust Agreement. If such Net Proceeds are insufficient to pay for such repair, restoration or replacement, the City shall (from the City's Available Revenues) simultaneously deposit the amount of such deficiency with the Trustee, which deficiency shall constitute Supplemental

Rent. Any Net Proceeds of insurance or condemnation award or of any appropriation made in connection with self-insurance election that is equal to or less than the Replacement Amount for the Project may, at the option of the City, be applied in accordance with Section 6.03(c) of the Trust Agreement.

(c) The City may elect not to repair, restore or replace the Project or any portion of the Project which has been destroyed, damaged, lost or condemned, with the Net Proceeds of any insurance or condemnation award or of any appropriation made in connection with a self-insurance election, by filing a certificate with the Trustee stating that (i) it has made such election, (ii) it is not in the best interests of the City to repair, restore or replace the Project, or such portion thereof, and (iii) the City intends to abandon and cease to operate the Project, or portion thereof, damaged, destroyed, lost or condemned; provided, further, there shall be an Extraordinary Prepayment in accordance with Section 5.01 of the Trust Agreement in the amount of the Stipulated Loss Value (as hereinafter described) of the Project, or portion thereof, which is not repaired, restored or replaced, and, if the Net Proceeds are insufficient therefor, the deficiency shall constitute Supplemental Rent hereunder and shall be immediately due and payable from the City's Available Revenues.

(d) The Stipulated Loss Value attributable to a loss of all of the Project shall be computed as the amount necessary to pay the Principal Component of and Interest Component on the Certificates on the next succeeding Extraordinary Prepayment Date. In the event that less than all of the Project then subject to this Lease Agreement suffers such a loss, damage or destruction, the Stipulated Loss Value shall be the product of (i) the result computed by the foregoing sentence multiplied by (ii) a fraction, the numerator of which is the original Cost of the portion of the Project suffering such loss, damage or destruction and the denominator of which is the aggregate Project Cost for the entire Project then subject to this Lease Agreement, including those items suffering such loss, damage or destruction. In each case, the Stipulated Loss Value shall also include any Supplemental Rent or aliquot portion thereof, as the case may be, then due hereunder. Upon payment of such Stipulated Loss Value by the City, such Stipulated Loss Value shall be deposited to the credit of the Prepayment Fund for the sole benefit of the Owners of the Certificates. In the event of payment of the Stipulated Loss Value of a portion of the Project and the Certificates relating thereto, the schedule of Basic Rent Payments in the Lease Schedule for the Project shall be adjusted downward by the Trustee to reflect the reduction in the Principal Component and Interest Component and the remaining Basic Rent resulting from such Extraordinary Prepayment. Such adjustment shall be done in such manner as to match remaining aggregate payments of Basic Rent with principal of and interest coming due on the Certificates that remain Outstanding, the proceeds of which were used to finance or refinance the acquisition and construction of such portion of the Project as shall remain.

**SECTION 5.09. PAYMENT OF TAXES.** In the event of a change of law which results in the levying of ad valorem taxes on the Project or the Land or sales tax with respect to this Lease Agreement, the City shall promptly provide a copy of any notice relating to any taxes, assessments or other governmental charges, if any, that may be levied, assessed or charged upon the Project to the Trustee. The City will pay or cause to be paid all taxes, assessments and other governmental charges, if any, relating to the Project or the Land, that may be levied, assessed or charged upon the Project, or any part thereof, promptly as and when the same shall become due

and payable but only from Available Revenues appropriated therefor; provided, however, that the City shall not be required to pay any such tax, assessment or charge, if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, the interest of the Corporation and the Trustee shall not be in immediate jeopardy and if the City shall set aside, or cause to be set aside, reserves deemed by it to be adequate with respect thereto; and, provided, further, that the City, upon the commencement of any proceedings to foreclose the lien of any such tax, assessment, or charge, will forthwith pay, or cause to be paid, any such tax, assessment or charge, but only from Available Revenues appropriated therefor unless contested in good faith as aforesaid. The City will not suffer, to the extent of Available Revenues appropriated therefor, the Project or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor. The City will also pay or cause to be paid all taxes, assessments and other governmental charges that may be imposed on the Corporation or its operations as a result of the transactions contemplated by this Lease Agreement but only from Available Revenues appropriated therefor. Notwithstanding any actions taken by the Corporation or Trustee hereunder, the City shall have the right (as provided by law) to contest in good faith by appropriate proceeding any taxes, assessments or charges, that may be levied, assessed or charged upon the Project. In the event of the absence or inadequacy of Available Revenues for the City to make any of the foregoing payments, the City agrees to use its best efforts to obtain a supplemental appropriation in an amount sufficient to make such payments not otherwise paid or provided for.

#### **SECTION 5.10. CARE AND USE OF PROJECT.**

(a) The City shall maintain the Project in good operating condition, repair and appearance, and protect same from deterioration other than normal wear and tear; shall cause the Project to be used in compliance with the requirements of applicable laws, ordinances and regulations and the requirements of any policy of insurance required under Sections 5.04 and 5.05 hereof and shall obtain all permits and licenses, if any, required by law for the operation of the Project. The City agrees that neither the Corporation nor the Trustee shall be responsible for latent defects, wear and tear or gradual deterioration or loss of service or use of the Project or any part thereof. As between the Corporation and the City, the City shall have the benefit of all warranties, contracts and rights against any Vendor, Contractor, materialmen or supplier. Neither the Corporation nor the Trustee shall be liable to the City or anyone else for any liability, injury, claim, loss, damage or expense of any kind or nature caused directly or indirectly by the inadequacy of the Project or any item supplied by any Vendor, Contractor, developer, materialmen or supplier or any other party, any interruption of use or loss of service or use or performance of the Project, any loss of business or other consequence or damage, whether or not resulting directly or indirectly from any of the foregoing.

(b) As between the Corporation and the City, all obligations of the City under this Section shall be at the City's sole cost and expense, and all costs of operation of the Project and all costs of repair and replacement of the Project resulting from ordinary wear and tear or want of care on the part of the City shall be the sole responsibility of the City. The Corporation acknowledges that such costs and expenses shall be borne by the City.

**SECTION 5.11. INVENTORY.** The City shall maintain an inventory of any Equipment leased from the Corporation hereunder, which inventory may describe the Equipment by category or type or other general description.

**SECTION 5.12. OTHER LIENS.**

(a) The City shall keep the Land and the Project (or cause it to be kept) and all parts thereof free from judgments and, except for Permitted Encumbrances, free from all liens, claims, demands and encumbrances of whatsoever nature or character, to the end that the Project may at all times be maintained and preserved, and the City shall keep the Land and the Project (or cause it to be kept) free from any claim or liability which might impair or impede the operation of the Project or the security granted in the Trust Estate to Certificate Owners by the Trust Agreement; provided, however, that the City shall not be required to pay any such liens, claims or demand if the validity thereof shall concurrently be contested in good faith by appropriate proceedings, the interest of the Corporation and the Trustee shall not be in immediate jeopardy and if the City shall set aside or cause to be set aside reserves deemed by it to be adequate with respect thereto; and, provided, further, that the City, upon the commencement of any proceedings to foreclose the lien of any such charge or claim, will forthwith pay or cause to be paid any such charge or claim unless contested in good faith as aforesaid.

(b) The City shall never, under any circumstances, have the power to subject the interest of the Corporation or its assignee in the Project to any mechanic's or materialman's lien or liens of any kind.

(c) The City covenants and agrees with the Corporation that the City will not permit or suffer to be filed or claimed against the interests of the Corporation and its assignee in the Project during the Lease Term any lien or claim of any kind and, if such lien be claimed or filed, it shall be the duty of the City, within thirty (30) days after the City shall have been given written notice of such claim being filed in the Public Records of Broward County, Florida, to cause the Project to be released from such claim, either by payment or by posting of a bond or by the payment into a court of competent jurisdiction the amount necessary to relieve and release the Project from such claim or in any other manner which, as a matter of law, will result within such period of thirty (30) days in releasing the Project and Corporation's and its assignee's interest or interests therein from such claim.

**SECTION 5.13. ENCUMBRANCES OR SALES.** Except as permitted in this Lease Agreement and except for Permitted Encumbrances, the City will not create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Land or the Project or any portion thereof, or upon any real or personal property (which is not a portion of the Project) essential to the operation of the Project. The City will not sell or otherwise dispose of any portion of the Land or the Project (other than Equipment) or any such property essential to the proper operation of the Project, except as provided in Section 5.14 hereof.

**SECTION 5.14. SUBSTITUTION OF EQUIPMENT.** Subsequent to the Completion Date of the Project, the City may substitute for an item of Equipment to the extent financed by the Certificates which constitutes a part of the Project other equipment by filing with

the Trustee, as assignee of the Corporation, a certificate of an Authorized Officer of the City stating that such substitute equipment (a) has the same or a greater remaining useful life than the Equipment to be substituted (determined at the time of substitution), (b) has a fair market value equal to or greater than the fair market value of the item of Equipment for which it is substituted (determined at the time of substitution), (c) is free and clear of all liens and encumbrances, except the Permitted Encumbrances, (d) has been titled in the name of the City, (e) constitutes "Equipment" under this Lease Agreement, (f) is essential to the operation of the Project, and (g) performs the same or substantially the same (as determined by the City in its sole discretion) function as the Equipment to be substituted and has the same or better performance qualities and capabilities as measured by appropriate third party testing or as determined by the City in its sole discretion. The City may substitute Equipment financed by proceeds of Certificates which does not meet any of the foregoing provisions if it receives the prior written consent of the Insurer, if any, to make such substitution. The City shall furnish a copy of any such consent to the Trustee. No proceeds of the Series 2015 Certificates have been used to finance Equipment.

**SECTION 5.15. PROSECUTION AND DEFENSE OF SUITS.**

(a) The City shall promptly, upon request of the Corporation, or its assignee, from time to time, take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project, or any portion thereof, and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall, to the extent permitted and limited by applicable general law and only from Available Revenues, indemnify or cause to be indemnified the Corporation, and its assigns, for all loss, cost, damage and expense, including reasonable attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

(b) To the extent permitted and limited by applicable law, and only from Available Revenues, the City shall defend against every suit, action or proceeding at any time brought against the Corporation, or its assignee, or its or their directors, officers and employees upon any claim arising out of the receipt, application or disbursement of any moneys held by the Trustee or arising out of the construction of the Project involving the rights of the Corporation, or its assignee, or its or their directors, officers and employees under this Lease Agreement or any act or omission of such directors, officers and employees done or omitted to be done within the scope of their respective office or employment, other than an act or omission which is the result of willful misconduct or gross negligence by such parties, provided, that the Corporation, and its assignee, at their election and their expense (which shall not be recoverable as Supplemental Rent), may appear in and defend any such suit, action or proceeding. To the extent permitted and limited by applicable general law and only from Available Revenues, the City shall indemnify or cause to be indemnified the Corporation, and its assignee, against any and all claims, demands, costs or liability claimed or asserted by any person, arising out of such receipt, application or disbursement.

**SECTION 5.16. FURTHER ASSURANCES.** Whenever and so often as requested so to do by the Corporation, the City will promptly execute and deliver or cause to be delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to

further and more fully to vest in the Corporation all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon the Corporation by this Lease Agreement.

**SECTION 5.17. REPORTING REQUIREMENTS.** Upon request with respect to any Fiscal Year during the Lease Term, the City will furnish, or cause to be furnished, to the Corporation, or its assignee, and the Trustee the City's Comprehensive Annual Financial Report for said Fiscal Year, or such other similarly detailed reports of audit covering the operations of the City for said Fiscal Year as the City may select, showing the general funds, revenues and expenses with respect to the Project for such period.

**SECTION 5.18. CORPORATION NOT LIABLE.** Neither the Corporation nor its members, officers, agents, employees, nor its assignee, shall be liable to the City or to any other party whomsoever for any death, injury or damage that may result to any Person or property by or from any cause whatsoever in, on or about the Project. To the extent permitted and limited by applicable general law and solely from Available Revenues, the City shall indemnify or cause to be indemnified and hold the Corporation, its members, officers, agents, employees, and its assignee, harmless from, and defend or cause to be defended each of them against, any and all claims, liens and judgments for death of or injury to any Person or damage to property whatsoever occurring in, on or about the Project.

**SECTION 5.19. INDEMNIFICATION DUE TO TRUSTEE AND CORPORATION.** The City shall pay, or cause to be paid, to the Corporation and to the Trustee, as applicable, solely from Supplemental Rent and other amounts held under the Trust Agreement, the ordinary fees, compensation and expenses due under the Trust Agreement in the amounts set forth in the Lease Schedule. In addition, to the extent permitted and limited by applicable general law and solely from Available Revenues, the City shall and hereby agrees to indemnify, or cause indemnification of, and hold, or cause to be held, the Corporation and the Trustee, as assignee of the Corporation, harmless from and against all claims, losses and damages, including reasonable legal fees, costs and expenses, arising out of (a) the use, maintenance, condition or management of the Project by the City, (b) any breach or default on the part of the City in the performance of any of its obligations under this Lease Agreement, (c) any act of negligence of the City, or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (d) the authorization of payment of Project Costs by the City, (e) the defense against actions or proceedings in which the validity of this Lease Agreement is or might be questioned and the payment or compromise of claims or demands asserted in any such actions or proceedings, or (f) the issuance of the Certificates and the acceptance and administration of the trusts in connection therewith. No indemnification will be made under this Section or elsewhere in this Lease Agreement for willful misconduct, negligence or breach of duty by the Corporation or the Trustee, its officers, agents, employees, successors or assigns. The foregoing indemnification provided to the Trustee shall survive the termination of this Lease Agreement, the payment in full of the Certificates or the sooner resignation or removal of the Trustee under the terms of the Trust Agreement and shall inure to the benefit of the Trustee's successors and assigns.

**SECTION 5.20. NO RECOURSE UNDER AGREEMENT.** All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Lease Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of Lease Payments pursuant to Section 4.03 hereof or for any claim based thereon under this Lease Agreement against any member, officer, employee or agent of the parties hereto.

**SECTION 5.21. RESTRICTION AGAINST PLEDGE.** The Corporation shall not pledge, assign or encumber Lease Payments or other amounts derived from the Project or from rights of the Corporation under this Lease Agreement nor shall the Corporation sell, encumber or place any lien upon the Land or the Project, except as otherwise provided in the Ground Lease, this Lease Agreement, the Trust Agreement, and the Assignment of Leases.

**SECTION 5.22. ASSIGNMENT BY CORPORATION.** Except pursuant to the Assignment of Leases and except as set forth herein, the Corporation shall not assign this Lease Agreement, its rights to receive Lease Payments or its duties and obligations hereunder.

**SECTION 5.23. NO VIOLATION OF OTHER AGREEMENTS.**

(a) The City hereby represents that neither the execution and delivery of this Lease Agreement, and the Trust Agreement, nor the fulfillment of and compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which the City is a party or by which the City is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Project, except Permitted Encumbrances.

(b) The Corporation hereby represents that neither the execution and delivery of this Lease Agreement, the Ground Lease, the Assignment of Leases, or the Trust Agreement, nor the fulfillment of and compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of terms or violation of any other agreement to which the Corporation is a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Project, except Permitted Encumbrances.

**SECTION 5.24. DEBT NOT ASSUMED BY CORPORATION.** The parties hereto expressly acknowledge and agree that the Corporation, by the entering into the Ground Lease, this Lease Agreement, the Trust Agreement and the Assignment of Leases, does not assume or guarantee, or otherwise obligate itself for, or become liable for, the payment of, or contingently agree to purchase, any debt of any Person.

**SECTION 5.25. CONSENT TO DISMISS.** The City acknowledges that the Corporation is a third party lease purchase financing source for the Project and the City hereby

agrees to consent to, and to refrain from objection to, a motion made by the Corporation to be dismissed from any lawsuit brought by a third party arising out of or in any way relating to this Lease Agreement with respect to the Project or the ownership, rental, possession, operation, condition, sale or return of the Project. This covenant by the City to consent to and refrain from objection to such a motion to dismiss shall include the Corporation's assigns and their respective agents, employees, officers and directors. It is understood by and between the Corporation and the City that this covenant is not intended to be and is not an indemnity.

**SECTION 5.26. WAIVER OF LAWS.** The City shall not at any time insist upon or plead in any manner whatsoever, or claim or suffer or take the benefit or advantage of any stay or extension law now or at any time hereafter in force which may adversely affect the covenants and agreements contained in this Lease Agreement and the benefit and advantage of any such law or laws is hereby expressly waived by the City to the extent that the City may legally make such waiver.

**SECTION 5.27. LIMITATION ON INDEMNIFICATION.** The amount of indemnification provided by the City to the Corporation in Sections 5.15, 5.18 and 5.19 shall not exceed the liability limits set forth in Section 768.28, Florida Statutes, provided that such indemnification shall be further limited as being payable solely from Available Revenues appropriated therefor.

**SECTION 5.28. VEHICLES.** The City and the Corporation agree not to lease-purchase any vehicles or rolling stock under the terms of this Lease Agreement.

**SECTION 5.29. WAIVER OF DAMAGES.** Neither the Corporation nor the Trustee, nor their respective agents and employees, shall be liable for, and the City waives, for each of their benefit, all claims for, damages, including but not limited to consequential damages, to person, property or otherwise, sustained by the City or any person claiming through the City resulting from any accident or occurrence in or upon any part of the Project including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) the City's failure to keep any part of the Project in good repair; (c) injury done or caused by wind, water or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank upon or about the Project; (h) the escape of steam or hot water; (i) water, snow or ice upon the Project; (j) the failing of any fixture, plaster or stucco; (k) damage to or loss by theft or otherwise of property of the City or others; (l) acts or omissions of persons in the Project, other tenants in the Project, occupants of nearby properties, or any other persons; and (m) any act or omission of owners of adjacent or contiguous property, or of the Corporation and the Trustee, and their respective agents or employees. All property of the City kept in the Project shall be so kept at the City's risk only, as between the City on the one hand and the Trustee and the Corporation on the other, and the City shall save the Corporation and the Trustee, and their respective agents and employees harmless from claims arising out of damage to the same, including subrogation claims by the City's insurance carrier.

**SECTION 5.30. OFFSET STATEMENT.** Within ten (10) days after written request by either the Corporation or the City the other party shall deliver, executed in recordable form, a declaration to any Person designated by the requesting party and to the extent that such statements shall be true, (a) ratifying this Lease Agreement and Lease Schedule; (b) stating the commencement and termination dates; and (c) certifying (i) that this Lease Agreement and the Lease Schedule are in full force and effect and have not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (ii) that all conditions under this Lease Agreement and the Lease Schedule to be performed by the other parties have been satisfied (stating exceptions, if any), to the extent known; (iii) that no defenses or offsets against the enforcement of this Lease Agreement and the Lease Schedule by the requesting party exist (or stating those claimed); (iv) as to advance Lease Payments, if any, paid by the City; and (v) the date to which Supplemental Rent has been paid, and such other information as the requesting party reasonably requires. Persons receiving such statements shall be entitled to rely upon them.

**SECTION 5.31. RESERVED.**

**SECTION 5.32. CONTINUING DISCLOSURE COVENANTS.**

(a) To the extent required by Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “Rule”) in connection with the issuance of a series of Certificates, the City will execute a Continuing Disclosure Certificate in connection with such Certificates (each, a “Continuing Disclosure Certificate”). In the event of a failure by the City to comply with any provision of any Continuing Disclosure Certificate referred to herein, no Default shall be deemed to occur hereunder and no Event of Default shall be deemed to occur hereunder; however the Holders of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Certificates that are the subject of the applicable Continuing Disclosure Certificate may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with such obligations.

(b) The City reserves the right to terminate its obligation to provide information pursuant to any Continuing Disclosure Certificate when the City no longer remains an obligated person with respect to the Certificates that are the subject thereof in accordance with the applicable Continuing Disclosure Certificate or when no longer required to satisfy such obligation pursuant to the Rule.

## **ARTICLE VI ASSIGNMENT; SUBLEASING; NET LEASE; AMENDMENT**

**SECTION 6.01. ASSIGNMENT AND SUBLEASING BY THE CITY.**

(a) Except as provided herein, this Lease Agreement may not be assigned or the Land and the Project subleased by the City without the written consent of the Corporation and without an opinion of Special Counsel delivered to the Trustee that such assignment or sublease shall not cause the Interest Component of the Basic Rent Payments received by the Owners of the Certificates (other than Taxable Certificates) to become includable in gross income of the

Owners for purposes of federal income taxation (which Opinion of Special Counsel shall not be required when only Taxable Certificates are Outstanding).

(b) Nothing herein shall prohibit the City from permitting temporary use of the Project, or portion thereof, by third parties, provided that the Parking Garage Land and the Parking Garage are required to be used as a public parking garage for the benefit of the public at large and the Roadways (together with related utility and drainage lines, [signalization] and landscaping) and parking spaces must always be used as public roads and public parking spaces, as applicable.

(c) If an Event of Default occurs under this Lease Agreement, all proceeds of any sublease entered into by the City pursuant to this Section shall be remitted to the Trustee and shall be credited against Basic Rent Payments to be made by the City. Any sublease agreement must be made cancelable in the event of the occurrence of an Event of Default hereunder or if the Lease Agreement is terminated for any reason, including an Event of Non-Appropriation.

**SECTION 6.02. TRANSFER OF TAX BENEFITS.** Nothing herein shall be deemed to prevent the City from entering into any agreement or making any disposition for the sole purpose of transferring to one or more corporations, partnerships or individuals federal or state income tax benefits which would be available for the Project, or portion thereof, if owned by a private person, subject, however, to each of the following conditions:

(a) no such sublease shall in any way adversely affect or release the City from any of its duties, obligations and covenants under this Lease Agreement and the obligation of the City to make Lease Payments hereunder; and

(b) no such agreement or disposition shall, in the opinion of Special Counsel, cause the Interest Component of the Basic Rent Payments received by the Owners of the Certificates (other than Taxable Certificates) to become includable in gross income of such Owners for purposes of federal income taxation (which opinion of Special Counsel shall not be required when only Taxable Certificates are Outstanding).

**SECTION 6.03. TAX COVENANTS.**

(a) Subject to subsection (d) hereof, the City and the Corporation hereby covenant that, notwithstanding any other provision of this Lease Agreement to the contrary, neither of them will make any use nor permit or direct the Trustee to make any use of the proceeds of the Certificates which will cause any of the Certificates or the Lease Agreement to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(b) Subject to subsection (d) hereof, the City and the Corporation hereby agree that neither will make use of nor permit any use to be made of the proceeds of the Certificates, Lease Payments or, prior to an Event of Non-Appropriation, the Project, or portion thereof, which would cause any of the Certificates or the Lease Agreement to be “private activity bonds” within the meaning of Section 141(a) of the Code.

(c) Subject to subsection (d) hereof, except for the exercise by the City of its right to non-appropriate as set forth in Section 7.01 hereof, the City and the Corporation hereby covenant that, prior to an Event of Default or an Event of Non-Appropriation, each will comply with all provisions of the Code necessary to maintain the exclusion of the Interest Component of the Basic Rent Payments from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

(d) Notwithstanding the foregoing provisions contained in this Section, the City and the Corporation may agree to entering into a Lease Schedule relating to all or a portion of the Project which may provide that the Interest Component on the Basic Rent Payments shall not be excluded from gross income for purposes of federal income taxation; provided, however, that fact shall be clearly stated on such Taxable Certificates. Provisions herein relating to the requirement to maintain the exclusion of such Interest Component from gross income for federal income taxation purposes shall not apply to such Basic Rent Payments.

(e) The Trustee's only responsibilities with respect to the foregoing covenants shall be to comply with the provisions of the Trust Agreement applicable to the Trustee.

**SECTION 6.04. NET LEASE.** The City intends the Lease Payments hereunder to be net to the Corporation. Subject to Section 5.09 hereof, the City shall pay, or cause to be paid, all liabilities, all required local, state and federal taxes, including without limitation, income, franchise, gross receipts, sales, use, documentary stamp, excise, and personal property taxes, Real Estate Taxes, assessments, licenses, registration fees, and any other charges imposed or liabilities incurred with respect to the ownership, possession or use of the Land and the Project, payment of Lease Payments or any other payments by the City hereunder, and any penalties, fines or interest imposed on the City hereunder, and any penalties, fines or interest imposed on any of the foregoing, during the term of this Lease Agreement but only from Available Revenues appropriated therefor. The Corporation and the Trustee shall have the right, after reasonable written notice to the City, to make any of the payments required of the City under this Section with respect to the Land and the Project, but shall not be obligated to pay the same, and may charge such payment with interest at the Overdue Rate from the date of payment, as Supplemental Rent to be paid by the City, but only from Available Revenues appropriated therefor. In the event Available Revenues are insufficient therefor, the City shall seek a supplemental appropriation as set forth in Section 5.09 hereof.

**SECTION 6.05. AMENDMENT.** Any amendment or modification of this Lease Agreement shall be made in accordance with Article XI of the Trust Agreement.

**ARTICLE VII**  
**SUBJECT TO ANNUAL APPROPRIATION; EVENT OF NON-APPROPRIATION;**  
**EVENTS OF DEFAULT AND REMEDIES**

**SECTION 7.01. SUBJECT TO ANNUAL APPROPRIATION; EVENT OF NON-APPROPRIATION.**

(a) The City's performance and obligation to pay any amounts under this Lease Agreement are contingent upon an annual appropriation by the City. As provided herein, this Lease Agreement shall initially terminate at the end of the Initial Lease Term but shall automatically be renewed for all Renewal Lease Terms; provided, that such automatic renewal shall not occur and this Lease Agreement shall terminate as of the end of the current Initial or Renewal Lease Term, as the case may be, without penalty to the City, if the City enacts a Budget in accordance with the Act which does not provide sufficient funds from Available Revenues (after taking into account any amounts credited or available for credit pursuant to Section 4.03(e) hereof) to continue making Lease Payments in full for the next succeeding Renewal Lease Term beyond the end of the Initial Lease Term or the last Renewal Lease Term for which Lease Payments had been budgeted and appropriated (which shall be an "Event of Non-Appropriation" as more fully defined in the Trust Agreement); provided however, that, in the event the Budget for such ensuing Renewal Lease Term is not enacted prior to expiration of the then current Initial Lease Term or Renewal Lease Term, the Lease Term relating thereto shall be deemed renewed and the occurrence of the Event of Non-Appropriation shall be deemed suspended pending the enactment of such Budget and the City shall be liable for any Lease Payments coming due during such period from Available Revenues to the extent the prior Budget makes such Available Revenues available to the City for that purpose. For each day that the City remains in possession of said Project beyond the date of expiration of the current Initial Lease Term or Renewal Lease Term, the City shall pay damages in an amount equal to the Lease Payments which would have accrued hereunder, calculated on a daily basis, for any such period during which the City fails to vacate or surrender the Garage, provided that such payments shall be payable solely from Available Revenues. Upon the occurrence of an Event of Non-Appropriation, the City will not be obligated to pay Lease Payments accruing or arising beyond the then current Fiscal Year but will not be relieved of any obligations arising or accruing prior to such Event of Non-Appropriation, provided that such payment shall be payable solely from Available Revenues. The City must deliver notice of the Event of Non-Appropriation to the Corporation, the Insurer, if any, and the Trustee within three Business Days thereof.

(b) If an Event of Non-Appropriation shall occur, the City shall peaceably vacate and return possession of the Parking Garage Land and the Parking Garage to the Corporation, or its assignee or designee, no later than the end of the then current Lease Term. The balance of the Project (consisting of the Roadways, together with related utility lines and drainage improvements, [signalization] and landscaping and parking spaces on the Roadways) shall not be subject to surrender. The obligation to vacate and return the Parking Garage Land and the Parking Garage shall survive the termination of this Lease Agreement. Under no circumstances shall the failure of the City to appropriate sufficient moneys to pay Lease Payments constitute a Default or Event of Default hereunder 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 hereunder.

**SECTION 7.02. EVENTS OF DEFAULT.** The following shall be “Events of Default” under this Lease Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Lease Agreement any one or more of the following events:

(a) Failure by the City to pay any Basic Rent Payment required to be paid hereunder on the Basic Rent Payment Date to which such Basic Rent Payment pertains, other than as a result of an Event of Non-Appropriation; or

(b) Failure by the City to pay any Supplemental Rent required to be paid hereunder at the time specified herein other than as a result of an Event of Non-Appropriation; or

(c) The City fails to vacate and return possession of the Parking Garage Land and the Parking Garage to the Corporation, or its designee or assignee, subsequent to an Event of Non-Appropriation as required by Section 7.01 hereof; or

(d) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Sections 7.02(a) and 7.02(b) hereof, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation, or its assignee, unless the Corporation, or its assignee, has agreed in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation, or its assignee, will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(e) Any representation of the City hereunder or in a Lease Schedule shall prove to have been false in any materially adverse respect at the time same was made, subject to the right of the City to cure such misrepresentation in the manner set forth in Section 7.02(d) hereof.

**SECTION 7.03. REMEDIES ON DEFAULT.** Upon the happening of an Event of Default as described in Section 7.02 hereof, the Corporation, or its assignee, may exercise any and all remedies available pursuant to law or granted pursuant to this Lease Agreement, including, without limitation:

(i) Except in the case of an Event of Default under Section 7.02(c) hereof, without terminating this Lease Agreement, to re-enter and take possession of the Parking Garage Land and the Parking Garage, or any portion thereof, and exclude the City from using the same until the Default is cured, subject to the terms and conditions of the Ground Lease and this Lease Agreement requiring the Parking Garage Land and the Parking Garage to be used as a public parking garage for the benefit of the public at large; or

(ii) Except in the case of an Event of Default under Section 7.02(c) hereof, without terminating this Lease Agreement, to re-enter and take possession of the Parking

Garage Land and the Parking Garage, or any portion thereof, and sublease the Parking Garage Land and the Parking Garage, or any portion thereof, in accordance with applicable law and the requirement that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large, for the remaining term of the Ground Lease, for the account of the City, holding the City liable for the difference between (i) the rent and other amounts paid by the sublessee pursuant to such sublease, and (ii) the Lease Payments and other amounts then payable by the City under and pursuant to this Lease Agreement; provided, however, that, unless only Taxable Certificates are Outstanding, prior to termination of this Lease Agreement, the Parking Garage Land and the Parking Garage, or any portion thereof, may be sold, relet or otherwise disposed of, subject to the terms and conditions of the Ground Lease and this Lease Agreement, only to such Person or Persons as shall not adversely affect the exclusion of the Interest Component of the Basic Rent Payments from gross income for federal income tax purposes (to the extent Certificates the Interest Component of which is intended to be so excluded are then Outstanding); or

(iii) Except in the case of an Event of Default under Section 7.02(c) hereof, to take whatever action at law or in equity that may appear necessary or desirable to collect the Lease Payments then due and thereafter to become due during the term of this Lease Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under this Lease Agreement; or

(iv) To terminate this Lease Agreement, if it has not been previously terminated pursuant to Section 7.01 hereof, and require the City to vacate, surrender and transfer possession of the Parking Garage Land and the Parking Garage to the Corporation or its assignee, in which event the City shall take all actions necessary to authorize, execute and deliver to the Corporation or its assignee all documents necessary to vest in the Corporation or its assignee all of the City's interest in and to the Parking Garage Land (other than its title thereto) and the Parking Garage, and to discharge any lien created by or pursuant to this Lease Agreement in order that the Corporation or its assignee may re-lease the Parking Garage Land and the Parking Garage in accordance with applicable law and the requirement that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large for the remaining term of the Ground Lease; and shall upon request by the Corporation or its assignee, transfer any Equipment financed by a Series of Certificates to such location within the State as is specified by the Corporation or its assignee.

In each case, the City shall be responsible for the payment of damages in an amount equal to the Lease Payments which would have accrued hereunder, calculated on a daily basis, for any period during which the City fails to vacate and surrender the Parking Garage Land and the Parking Garage for any other loss suffered by the Corporation or its assignee as a result of the City's failure to vacate and surrender the Parking Garage Land and the Parking Garage, all without prejudice to any remedy which might otherwise be available to the Corporation or its assignee for arrears of Lease Payments or for any breach of the City's covenants herein contained, payable only from Available Revenues appropriated therefor.

Any disposition of the Parking Garage Land and the Parking Garage shall additionally be subject to the provisions of Section 4.07 hereof.

**SECTION 7.04. PROCEEDS OF RE-LETTING.** Moneys received by the Corporation, or its assignee, from the re-letting or other disposition of the Parking Garage Land and the Parking Garage, or any portion thereof, in accordance with the Ground Lease and this Lease Agreement, as a result of an Event of Non-Appropriation or an Event of Default shall be the absolute property of the Corporation, or its assignee, and the City shall have no right thereto. In the event that moneys received by the Corporation or its assignee, from the re-letting or other disposition of the Parking Garage Land and the Parking Garage, in accordance with the Ground Lease and this Lease Agreement, exceed the amount necessary to pay the principal of and interest due on the Certificates to the date of payment thereof, together with all other amounts owing under the Trust Agreement and in regard to the Land and the Project, including Trustee fees and expenses, and outstanding fees, expenses and other amounts due the Corporation, or its assignee, shall pay such surplus to the City. Neither notice to pay rent or to deliver up possession of the Parking Garage and the Parking Garage given pursuant to law nor any proceeding in unlawful detainer taken by the Corporation, or its assignee, shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of an Event of Default by the City shall be or become effective by operation of law, or otherwise, unless and until the Corporation, or its assignee, shall have given written notice to the City of the election on the part of the Corporation, or its assignee, to terminate this Lease Agreement as a result of such Event of Default.

**SECTION 7.05. APPOINTMENT OF CORPORATION AS AGENT.** The City hereby irrevocably appoints the Corporation, and its assignee, as the agent and attorney-in-fact of the City to enter upon and re-let or otherwise dispose of the Parking Garage Land and the Parking Garage in accordance with the terms hereof and the Ground Lease upon the happening of an Event of Default or an Event of Non-Appropriation. To the fullest extent permitted by applicable law and only from Available Revenues, the City hereby exempts and agrees to save harmless, the Corporation, and its assignee, from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and the letting of the Parking Garage Land and the Parking Garage. The City hereby waives any and all claims for damages caused, or which may be caused, by the Corporation, or its assignee, in taking possession of the Parking Garage Land and the Parking Garage, for all claims for damages that may result from the destruction of or injury to the Parking Garage Land and the Parking Garage, and all claims for damages to or loss of any property belonging to the City that may be in or upon the Parking Garage Land and the Parking Garage. The City agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of the Corporation, or its assignee, to enter and re-let or otherwise dispose of the Parking Garage Land and the Parking Garage in accordance with the terms hereof and the Ground Lease.

**SECTION 7.06. NON-WAIVER.** Nothing in this Article VII or in any other provision of this Lease Agreement shall affect or impair the obligation of the City to pay the Lease Payments, to the extent herein provided. No delay or omission of the Corporation, or its assignee, to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default

or any acquiescence therein, and every power and remedy given by this Article VII to the Corporation, and its assignee, may be exercised from time to time and as often as shall be deemed expedient by the Corporation, or its assignee.

**SECTION 7.07. REMEDIES NOT EXCLUSIVE.** No remedy herein or by law conferred upon or reserved to the Corporation, and its assignee, is intended to be exclusive of any other remedy, but each such remedy is cumulative and in addition to every other remedy, and every remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise may be exercised without exhausting and without regard to any other remedy conferred or by any law.

**SECTION 7.08. STATUS QUO ANTE.** In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, then, and in every such case, the Corporation, and its assignee, and the City shall be restored to its and their former position and rights and remedies as if no such suit, action or proceedings had been brought or taken.

## **ARTICLE VIII ADMINISTRATIVE PROVISIONS**

**SECTION 8.01. PRESERVATION AND INSPECTION OF DOCUMENTS.** All documents received by the Corporation, or its assignee, or the City under the provisions of this Lease Agreement shall be retained in their respective possessions and shall be subject at all reasonable times to the inspection of the other party hereto and its assigns, agents and representatives, any of whom may make copies thereof.

**SECTION 8.02. PARTIES IN INTEREST.** Nothing in this Lease Agreement, expressed or implied, is to or shall be construed to confer upon or to give to any person or party other than the Corporation, and its assignee, the Trustee, and the City any rights, remedies or claims under or by reason of this Lease Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Lease Agreement contained by or on behalf of the Corporation or the City shall be for the sole and exclusive benefit of the Corporation, and its assignee, the City, and the Trustee.

**SECTION 8.03. NO RECOURSE UNDER AGREEMENT.** All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Lease Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for the payment of the Lease Payments or for any claim based thereon under this Lease Agreement against any member, officer, employee or agent of the parties hereto.

**SECTION 8.04. NOTICES.** All written notices, certificates, reports or statements to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto, with a copy to each of the other parties to this Trust Agreement, at its address set

forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery, to the address set forth below.

If to the Corporation:	Pompano Beach Finance Corporation 100 West Atlantic Boulevard Pompano Beach, Florida 33060 Attention: President
If to the City:	City of Pompano Beach, Florida 100 West Atlantic Boulevard Pompano Beach, Florida 33060 Attention: City Manager
If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. 10161 Centurion Parkway Jacksonville, Florida 32256 Attention: Corporate Trust Department
[If to the Series 2015 Insurer:	_____ _____ Attention: Surveillance]

The parties hereto, by notice given hereunder, may, respectively, designate different addresses to which subsequent notices, certificates or other communications will be sent. A copy of all notices to one party to this Lease Agreement shall be transmitted to the other party to this Lease Agreement, and to the Trustee.

**SECTION 8.05. BINDING EFFECT.** This Lease Agreement shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns.

**SECTION 8.06. SEVERABILITY.** If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Lease Agreement on the part of the Corporation or the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Lease Agreement.

**SECTION 8.07. HEADINGS.** Any headings preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Lease Agreement, nor shall they affect its meaning, construction or effect.

**SECTION 8.08. APPLICABLE LAW.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles.

**SECTION 8.09. AUTHORIZED REPRESENTATIVES.** Whenever under the provisions of this Lease Agreement the approval of the Corporation or the City is required or the Corporation or the City is required to take some action at the request of the other, such approval of such request may be given for the Corporation by an Authorized Officer of the Corporation and for the City by an Authorized Officer of the City and any party hereto shall be authorized to rely upon any such approval or request.

**SECTION 8.10. FURTHER ASSURANCES.** The Corporation and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Land and the Project hereby leased or for carrying out the expressed intention of this Lease Agreement.

**SECTION 8.11. CERTIFICATE OF OFFICERS.** Every certificate with respect to compliance with a condition or covenant provided for in this Lease Agreement may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless the Person providing the certificate knows that the certificate or representations with respect to the matters upon which the certificate may be based are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

**SECTION 8.12. BUSINESS DAYS.** Any act or thing required to be done or exist on any date set forth herein which does not constitute a Business Day in any year shall be deemed to be done or to exist on such date if such act or thing is done or exists on the next date which constitutes a Business Day.

**SECTION 8.13. EFFECT OF DISSOLUTION OF CORPORATION.** In the event the Corporation for any reason shall be dissolved or its legal existence shall otherwise be terminated, all of the covenants, stipulations, obligations and agreements contained in this Lease Agreement by or on behalf of or for the benefit of the Corporation shall bind or inure to the benefit of the successor or successors of the Corporation from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with Law, and the term "Corporation" as used in this Lease Agreement shall include such successor or successors.

**SECTION 8.14. MEMORANDUM.** Simultaneously with the execution of this Lease Agreement, the Corporation and the City may each execute, acknowledge and deliver a Memorandum of Lease Agreement with respect to this Lease Agreement for recording in the Public Records of Broward County, Florida. Said Memorandum of Lease shall not in any circumstances be deemed to change or otherwise to affect any of the obligations or provisions of this Lease Agreement.

**SECTION 8.15. RADON GAS.** Section 404.056, Florida Statutes, requires that the following notification be given: “RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

**SECTION 8.16. COUNTERPARTS.** This Lease Agreement may be executed in several counterparts, each of which together with a counterpart executed by each of the other parties hereto shall constitute a single original and shall constitute but one and the same agreement.

**[SECTION 8.17. SERIES 2015 INSURER PROVISIONS.** The City has obtained and delivered to the Trustee the Series 2015 Municipal Bond Insurance Policy issued by the Series 2015 Insurer in favor of the Trustee for the benefit of the holders of the Series 2015 Certificates. Notwithstanding any other provision contained in the Trust Agreement or the Related Certificate Documents to the contrary, so long as the Series 2015 Municipal Bond Insurance Policy is in effect and the Series 2015 Insurer shall not be in default in its obligations thereunder, then the Series 2015 Insurer shall be entitled to any rights specifically granted to it herein to consent to, approve or participate in any actions proposed to be taken by the City, the Corporation, the Trustee or any of them pursuant to this Lease Agreement.]

[This Space Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease Agreement to be executed in their respective names by their duly Authorized Officers as of the date first above written.

**POMPANO BEACH FINANCE CORPORATION, as Lessor**

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF POMPANO BEACH, FLORIDA, as Lessee**

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by \_\_\_\_\_, as [Vice] President of **POMPANO BEACH FINANCE CORPORATION**, who is personally known to me or has produced \_\_\_\_\_, as identification.

(Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public of the State of Florida

My commission expires: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by \_\_\_\_\_, as [Vice] Mayor of the **CITY OF POMPANO BEACH, FLORIDA**, who is personally known to me or has produced \_\_\_\_\_, as identification.

(Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public of the State of Florida

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**LEASE SCHEDULE**

Schedule to the  
Lease-Purchase Agreement,  
dated as of May 1, 2015,  
between  
Pompano Beach Finance Corporation, as lessor (the "Corporation")  
and  
City of Pompano Beach, Florida, as lessee (the "City")

**THIS LEASE SCHEDULE** (the "Lease Schedule") is hereby entered into under and pursuant to that certain Lease-Purchase Agreement, dated as of May 1, 2015 (the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the City and the City has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Land and the Project as herein described. All defined terms not otherwise defined herein shall have the respective meanings therefor set forth in the Lease Agreement. Reference to "Lease Agreement" herein shall include the terms of this Lease Schedule.

1. Project. The Facilities described in Section 7 of this Lease Schedule (the "Project") shall be acquired, constructed and installed by the City, as agent for the Corporation, on the Land and lease-purchased by the City from the Corporation pursuant to the terms of the Lease Agreement.

2. Commencement Date: Lease Term: Other Definitions. For purposes of this Lease Schedule and the Lease Agreement:

(a) The Commencement Date is May \_\_\_\_, 2015.

(b) The Initial Lease Termination Date shall be September 30, 2015. The Maximum Lease Term shall be a term that commences on the Commencement Date hereof and terminates on January 1, 20\_\_.

3. Certificates of Participation.

(a) The Certificates of Participation issued under the Trust Agreement and related to this Lease Schedule are identified as the "Certificates of Participation (Parking Garage Project), Series 2015 Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Rent Payments to be Made by the City of Pompano Beach, Florida, As Lessee, Pursuant to the Lease Purchase Agreement with Pompano Beach Finance Corporation, as Lessor" (the "Series 2015 Certificates").

(b) [The Reserve Requirement for the Reserve Account under the Trust Agreement for the Series 2015 Certificates shall initially be \$ \_\_\_\_\_.] [There shall be no Reserve Requirement for the Series 2015 Certificates and the Series 2015 Certificates shall not be secured by the Reserve Account].

4. Basic Rent. The Basic Rent payable to the Corporation under the Lease Agreement is described in Schedule A attached hereto. On the fifteenth day preceding each Payment Date the City shall make Basic Rent payments in the amount indicated on the attached Payment Schedule for such Payment Date.

5. Supplemental Rent. The Supplemental Rent payable pursuant to Section 6.10 of the Trust Agreement shall, at a minimum, consist of the following, payable on each Principal Payment Date commencing January 1, 2016:

Annual Trustee Fee	\$1,250.00
Annual Corporation Fee	\$1,000.00*

\*May be paid directly to the Corporation

6. Use of Certificate Proceeds. The net proceeds of the Series 2015 Certificates shall be disbursed as follows:

Deposit to Project Account	\$
Reimbursement of Project costs	
Deposit to Costs of Issuance Account	
Deposit to Capitalized Interest Account	
[Premium for initial Reserve Account Surety Bond]	
[Premium for Series 2015 Municipal Bond Insurance Policy]	_____
 Total	 \$_____

7. The Project. The Project consists of (i) the “Parking Garage,” which is an approximately 281,804 square foot, 5-story public parking garage with approximately 609 to 615 parking spaces (the “Parking Garage”), (ii) new public roadways around the Parking Garage, connecting NE 2<sup>nd</sup> Street to NE 3<sup>rd</sup> Street in a north-south direction, and a new public roadway along the south side of the Parking Garage that will connect Pompano Beach Boulevard to State Road AIA [**add any other roadways**], including landscaping [**and signalization**] (the “Roadways”); (iii) water utility lines in the Roadways to provide fire connections; (iv) sewer utility lines in the Roadways; (v) master storm drainage; and (v) approximately 54 parking spaces on the Roadways that will be operated as part of the City’s parking system. The portion of the Project consisting of the Roadways, together with related utility lines and drainage improvements, [**signalization**] and landscaping and parking spaces on the Roadways, shall not be subject to surrender upon an Event of Non-Appropriation or an Event of Default.

8. The Land. A description of the Parking Garage Land is attached hereto as Schedule B-1 and a description of the balance of the Land, excluding the Parking Garage Land, is attached hereto as Schedule B-2. Such descriptions are subject to modification as provided in Section 2 of the Ground Lease.

9. Assignment of Leases. The Corporation hereby acknowledges that all Lease Payments and its rights, title and interest in this Lease Schedule and, with certain exceptions, the Lease Agreement have been simultaneously assigned to the Trustee pursuant to the Assignment of Leases.

10. Other Permitted Encumbrances. The encumbrances listed on Schedule C-1 attached hereto shall constitute Permitted Encumbrances with respect to the Parking Garage Land affected thereby as indicated. The encumbrances listed on Schedule C-2 attached hereto shall constitute Permitted Encumbrances with respect to the parcels of the Land, excluding the Parking Garage Land, affected thereby as indicated.

11. Prepayment Provisions.

(a) The Series 2015 Certificates are subject to Extraordinary Prepayment, in whole, on any date, or in part, on any Extraordinary Prepayment Date (if in part, in any order of maturity as directed by the City or, in the absence of such direction, in inverse order of maturity and by lot within maturities), without Prepayment Premium, at a Prepayment Price equal to 100% of the principal amount to be prepaid, together with accrued interest to the Extraordinary Prepayment Date, from the Net Proceeds of insurance or condemnation or other amounts deposited with the Trustee pursuant to Section 5.08 of the Lease Agreement. The Extraordinary Prepayment Date with respect to any partial Extraordinary Prepayment shall be the next succeeding Interest Payment Date following the receipt by the Trustee of the moneys to be used for such prepayment; provided, however, if such Interest Payment Date occurs within forty (40) days of receipt by the Trustee of the moneys to be used for such prepayment, the Extraordinary Prepayment Date shall be the second succeeding Interest Payment Date.

(b) The Series 2015 Certificates maturing on or before January 1, 20\_\_ shall not be subject to prepayment at the option of the City. Any of the Series 2015 Certificates maturing after January 1, 20\_\_ may be prepaid, from optional prepayments of Basic Rent Payments made by the City pursuant to the Lease Agreement, in whole or in part, on January 1, 20\_\_ or any date thereafter, and in such order of maturities as may be designated by the City, or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, without Prepayment Premium, at a Prepayment Price equal to 100% of the principal amount to be prepaid, together with accrued interest to the prepayment date.

(c) The Series 2015 Term Certificates maturing on January 1, 20\_\_ shall be subject to mandatory prepayment, without Prepayment Premium, commencing on January 1, 20\_\_ from Amortization Installments in the amounts and in the years set forth

below (the Trustee shall select such Series 2015 Certificates by lot in such manner as it deems appropriate):

Payment Date  
(January 1)

Amortization Installment  
\$

\*

\*Final Maturity

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Lease Schedule to be executed by its proper corporate officers, all as of May 1, 2015.

**POMPANO BEACH FINANCE CORPORATION**, as Lessor

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF POMPANO BEACH, FLORIDA**,  
as Lessee

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**SCHEDULE B-1**

**DESCRIPTION OF THE PARKING GARAGE LAND**

**SCHEDULE B-2**

**DESCRIPTION OF THE LAND, EXCLUDING THE PARKING GARAGE LAND**

**SCHEDULE C-1**

**PERMITTED ENCUMBRANCES WITH RESPECT TO THE PARKING GARAGE  
LAND**

**SCHEDULE C-2**

**PERMITTED ENCUMBRANCES WITH RESPECT TO THE LAND, EXCLUDING THE  
PARKING GARAGE LAND**

**EXHIBIT B**

**CERTIFICATE OF ACCEPTANCE**

[Date]

To: The Bank of New York Mellon Trust Company, N.A., as Trustee

I, the undersigned Authorized Officer of the City, do hereby certify as follows pursuant to the terms of the certain Lease-Purchase Agreement, dated as of May 1, 2015 (the "Lease Agreement"), pursuant to which the Corporation has agreed to lease-purchase to the City and the City has agreed to lease-purchase from the Corporation, subject to the terms and conditions of the Lease Agreement, the Project. All defined terms not otherwise defined herein shall have the respective meanings therefor set forth in the Lease Agreement. Reference to "Lease Agreement" herein shall include the terms of the Lease Schedule thereto.

1. The City has completed the Project described in Lease Agreement.
2. The Project meets the City's specifications therefor, and has been constructed to the City's satisfaction. This certificate constitutes the Certificate of Acceptance for such Project required by Section 3.08 of the Lease Agreement and Section 6.03 of the Trust Agreement.
3. The actual cost of the portion of the Project paid from proceeds of the Certificates is as follows: \$ \_\_\_\_\_.
4. The Completion Date for such Project is \_\_\_\_\_, 20\_\_.
5. The Trustee is hereby directed to apply \$ \_\_\_\_\_, representing the balance of monies in the Project Account not required to be retained in such Project Account to pay any remaining Costs of the Project, as follows:
  - (a) \$ \_\_\_\_\_ shall be applied to reimburse the City for Costs of the Project previously funded by the City from sources other than Certificate proceeds. [The following to be added if tax-exempt Certificates are Outstanding: Attached hereto is an Opinion of Special Counsel concluding that such application will not cause the exemption from federal income tax of the interest portion of the Basic Rent Payments represented by the Certificates to be adversely affected by such application]; and
  - (b) \$ \_\_\_\_\_ shall be transferred to the Lease Payment Fund and applied as a credit to Basic Rent Payments due under the Lease Schedule in accordance with Section 6.06(a) of the Trust Agreement.

**CITY OF POMPANO BEACH,  
FLORIDA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[cc: Series 2015 Insurer]

**EXHIBIT D**  
**FORM OF ASSIGNMENT AGREEMENT**

**ASSIGNMENT OF LEASES**

**by and between**

**POMPANO BEACH FINANCE CORPORATION**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Trustee**

**Dated as of May 1, 2015**

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## ASSIGNMENT OF LEASES

**THIS ASSIGNMENT OF LEASES** (this "Assignment Agreement"), is made and entered into as of May 1, 2015, by and between POMPANO BEACH FINANCE CORPORATION, a not-for-profit corporation duly organized and validly existing under the laws of the State of Florida (the "Corporation") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association with corporate trust powers duly qualified to enter into this Assignment of Lease Agreement, not in its individual capacity but solely as trustee (the "Trustee"). Capitalized terms used and not otherwise defined herein shall have the meaning set forth therefor in the Trust Agreement (hereinafter defined).

### WITNESSETH:

In the joint and initial exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto recite and agree as follows:

#### SECTION 1. RECITALS.

(a) The City of Pompano Beach, Florida (the "City") and the Corporation have entered into the Ground Lease dated as of May 1, 2015 (the "Ground Lease") whereby the City has agreed to lease to the Corporation the Land (as defined and described in the Ground Lease).

(b) The Corporation and the City have entered into the Lease-Purchase Agreement, dated as of May 1, 2015 (which, together with all amendments and the Lease Schedule thereto, shall be referred to herein as the "Lease Agreement"), whereby the Corporation has agreed to lease to the City, and the City has agreed to lease from the Corporation, the Land and the Project as described in the Lease Agreement.

(c) In order to finance the acquisition, construction and installation of the Project, the Series 2015 Certificates shall be issued pursuant to the Trust Agreement dated as of May 1, 2015, among the Corporation, the City and the Trustee (the "Trust Agreement") and proceeds thereof deposited with the Trustee to be held and applied in accordance with the Trust Agreement.

(d) Pursuant to the Lease Agreement, the City is obligated to make certain Lease Payments to the Corporation or its assignee. In order to secure the Series 2015 Certificates, the Corporation is willing to absolutely and irrevocably assign and transfer its rights and interests under the Ground Lease and Lease Agreement to the Trustee for the benefit of the Owners of the Series 2015 Certificates.

(e) Each of the parties hereto has authority to enter into this Assignment Agreement, and has taken all actions necessary to authorize its officers to enter into it.

**SECTION 2. ASSIGNMENT.** The Corporation, for good and valuable consideration received, does hereby absolutely and irrevocably sell, assign and transfer to the Trustee, for the benefit of the Owners of the Series 2015 Certificates, all of its right, title and interest in the Ground Lease and Lease Agreement (other than the right to receive indemnification pursuant to the Lease Agreement, the right to enter into amendments to the Lease Schedule with respect to the issuance of Completion Certificates and Refunding Certificates from time to time and its obligations under Section 6.03 of the Lease Agreement), including its right to receive Lease Payments from the City under the Lease Agreement and its right to use and relet the Parking Garage Land and the Parking Garage and dispose of any proceeds of such reletting (as contemplated by the Lease Agreement), and the right to exercise such rights and remedies as are conferred on the Corporation by the Lease Agreement. All rights of the Corporation in the Lease Schedule shall be assigned to the Trustee. The Lease Payments shall be applied, and the rights so assigned shall be exercised, by the Trustee as provided in the Trust Agreement. Except for any amendments of the Ground Lease, Lease Agreement or the Lease Schedule with respect to the issuance of Completion Certificates or Refunding Certificates which are hereafter adopted and assigned by the Corporation to the Trustee pursuant to an amendment to this Assignment Agreement, the sale, assignment and conveyance of the rights, title and interest of the Corporation under and to the Ground Lease and the Lease Agreement are immediately complete and effective for all purposes. The Trustee acknowledges receipt of executed copies of the Ground Lease and Lease Agreement.

**SECTION 3. ACCEPTANCE.** The Trustee hereby accepts such assignment in trust for the purpose of securing payment of the Series 2015 Certificates and securing the rights of the Owners of the Series 2015 Certificates issued pursuant to the Trust Agreement.

**SECTION 4. CONDITIONS.** This Assignment Agreement shall confer no rights and impose no duties upon the Trustee beyond those expressly provided in the Trust Agreement.

**SECTION 5. REPRESENTATIONS AND AGREEMENTS.**

(a) With respect to the sale, assignment and conveyance of the rights, title and interest of the Corporation under the Ground Lease and the Lease Agreement, the Corporation represents, warrants and covenants to and with the Trustee, for the benefit of the Owners of the Series 2015 Certificates, that:

(i) The Corporation is a not-for-profit corporation duly organized, validly existing and in active status under the laws of the State, with corporate powers and authority to own its property and carry on its business as now being conducted.

(ii) The Corporation is duly qualified to transact business and hold property and is in good standing in the State and wherever necessary to perform its obligations under the Ground Lease, the Lease Agreement, the Trust Agreement, and this Assignment Agreement.

(iii) The Corporation has full power, authority and legal right to enter into and perform its obligations under the Ground Lease, the Lease Agreement, the Trust

Agreement, and this Assignment Agreement; and the execution, delivery and performance of the Ground Lease, the Lease Agreement, the Trust Agreement, and this Assignment Agreement by the Corporation have been duly authorized by all necessary corporate actions on the part of the Corporation, do not require any approval or consent of any trustee or holder of any indebtedness or obligations of the Corporation or any other Person or such required approvals and consents have heretofore been duly obtained.

(iv) The execution, delivery and performance of the Ground Lease, the Lease Agreement, the Trust Agreement, and this Assignment Agreement do not contravene any provision of any Articles of Incorporation or Bylaws of the Corporation, and do not and will not conflict with, violate or result in any breach of or constitute a default under any contract, agreement or instrument to which the Corporation is a party or by which it or any of its property is bound or any constitutional or statutory provision, or order, rule, regulation, decree or ordinance of any federal or state court, government or governmental body having jurisdiction over the Corporation or any of its properties and by which the Corporation or any of its property is bound.

(v) To the Corporation's knowledge, the Ground Lease, the Lease Agreement and the Trust Agreement, are in full force and effect and the Corporation is not in default thereunder; and, the Ground Lease, the Lease Agreement, the Trust Agreement, and this Assignment Agreement are legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, all such enforcement being subject to certain laws relating to bankruptcy, reorganizations, moratoriums and creditors' rights generally and to the exercise of judicial discretion in accordance with general principles of equity.

(vi) The Corporation has complied, and will at all times hereafter comply, with and duly perform its obligations under the Ground Lease, the Lease Agreement, the Trust Agreement, and this Assignment Agreement.

(vii) There is no pending, or to the knowledge of the Corporation, threatened action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency in any way affecting the ability of the Corporation to perform its obligations under the Ground Lease, the Lease Agreement, the Trust Agreement, or this Assignment Agreement.

(viii) The Ground Lease and the Lease Agreement and the lease rights thereunder being herein assigned have not previously been assigned and are free and clear of all claims, liens, mortgages, security interests and encumbrances arising through any act or omissions of the Corporation or any Person claiming by, through or under it, except the rights of the City under the Lease Agreement and encumbrances permitted thereunder, including the Permitted Encumbrances.

(b) From and after the date of delivery to the Trustee of this Assignment Agreement, the Corporation shall have no further rights or interest under the Ground Lease or the Lease Agreement or in any Lease Payments (except any rights of indemnification of the Corporation

under the Ground Lease or the Lease Agreement, the Corporation's right to enter into amendments to the Lease Schedule from time to time and the Corporation's obligations under Section 6.03 of the Lease and the Corporation's annual fee payable as Supplemental Rent under the Lease), the Project or other moneys due with respect thereto or to become due under the Lease Agreement but shall remain liable for all of the obligations under the Lease Agreement.

(c) The Corporation agrees to execute and deliver to the Trustee, upon request by the Trustee or the Owners of a majority in principal amount of the Series 2015 Certificates, any documents deemed necessary by the Trustee or such Owners to evidence further the assignment and conveyance herein made with respect to the Ground Lease or the Lease Agreement including, without limitation, any amendments hereto necessary or desirable to assign to the Trustee any amendments to the Lease Schedule executed and delivered after the date hereof.

(d) The Corporation hereby irrevocably constitutes and appoints the Trustee, or its successors or assigns, as its lawful attorney, with full power of substitution and re-substitution, to collect and to sue on behalf of the Corporation in the name of the Corporation or otherwise in any court for any Lease Payments or other amounts due under the Lease Agreement, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Ground Lease or the Lease Agreement or pertaining to the Project upon any terms, all without the assent of the Corporation; and, further, to take possession of and to endorse in the name of the Corporation any instrument for the payment of moneys received on account of the Lease Payments or other amounts due under the Lease Agreement.

(e) The Corporation has authorized and directed the City to pay to the Trustee, its successors and assigns, all Lease Payments and all other amounts due and payable under the Lease Agreement, other than the Corporation's annual fee payable as Supplemental Rent, which may be paid directly by the City to the Corporation.

(f) In order to secure payment of the Certificates, the Corporation hereby authorizes the Trustee to take possession of the Parking Garage (including the Parking Garage Land in accordance with the provisions of the Trust Agreement, the Ground Lease and the Lease Agreement, and to relet such Project, or any portion thereof, in the circumstances described in the Trust Agreement and the Ground Lease, subject to the requirement that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large throughout the Ground Lease Term.

**SECTION 6. NON-RECOURSE.** The parties hereto agree that the assignment contained in this Assignment Agreement shall be non-recourse with respect to the Corporation, and the Corporation shall have no liability hereunder to the Trustee or the Owners of any Certificates with respect to the occurrence of an Event of Default or Event of Non-Appropriation under the Lease Agreement.

**SECTION 7. NO INDIVIDUAL LIABILITY.** All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Assignment Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, director, employee

or agent of the parties hereto in an individual capacity, and no recourse shall be had for the assignment effected by Section 2 hereof or for any claim based thereon under this Assignment Agreement against any member, officer, director, employee or agent of the parties hereto.

**SECTION 8. AMENDMENTS TO LEASE SCHEDULE.** The Corporation hereby agrees to deliver to the Trustee upon the execution and delivery of any amendment to the Lease Schedule after the date hereof, an amendment to this Assignment Agreement which provides for the assignment of the rights of the Corporation in and to said amended Lease Schedule in accordance with the terms hereof and confirms the representations and agreements of the Corporation set forth in Section 5 hereto as of the date thereof.

**SECTION 9. SEVERABILITY.** If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Assignment Agreement should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Assignment Agreement.

**SECTION 10. HEADINGS.** Any headings preceding the text of the several Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Assignment Agreement, nor shall they affect its meaning, construction or effect.

**SECTION 11. COUNTERPARTS.** This Assignment Agreement may be executed in counterparts, and each of said counterparts shall be deemed an original for all purposes of this Assignment Agreement. All of such counterparts taken together shall be deemed to be one and the same instrument.

**SECTION 12. LAW.** This Assignment Agreement shall be construed under the laws of the State without regard to conflict of law principles.

**SECTION 13. AMENDMENTS.** Any amendment or modification of this Assignment Agreement shall be made in accordance with Article XI of the Trust Agreement.

**SECTION 14. NO WAIVER, RIGHTS CUMULATIVE.** Any delay on the part of the Trustee in exercising any power, privilege or right hereunder or under any other instrument executed by the Corporation to the Trustee in connection herewith shall not operate as a waiver thereof and no single or partial exercise of any power, privilege or right shall preclude other or further exercise hereof or the exercise of any other power, privilege or right. If any part of the Assignment Agreement shall be contrary to any law which the Trustee might seek to apply to enforce or should otherwise be defective, the other provisions hereof shall not be affected thereby but shall continue in full force and effect, to which end they are hereby declared to be severable. All rights, remedies and powers of the Trustee hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder, or in or by any other law now existing or hereafter enacted.

**IN WITNESS WHEREOF**, the parties have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

**POMPANO BEACH FINANCE CORPORATION**

[SEAL]

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by \_\_\_\_\_, as [Vice] President of Pompano Beach Finance Corporation, who is personally known to me or has produced \_\_\_\_\_, as identification.

(Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public of the State of Florida

My commission expires: \_\_\_\_\_

STATE OF GEORGIA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2015, by \_\_\_\_\_, as a Vice President of The Bank of New York Mellon Trust Company, N.A., who is personally known to me or has produced \_\_\_\_\_, as identification.

(Notary Seal)

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public of the State of Georgia

My commission expires: \_\_\_\_\_

**EXHIBIT E**

**FORM OF CERTIFICATE PURCHASE AGREEMENT**

**CERTIFICATE PURCHASE AGREEMENT**

**§ \_\_\_\_\_**  
**TAXABLE CERTIFICATES OF PARTICIPATION**  
**(Parking Garage Project), Series 2015**  
**Evidencing Undivided Proportionate Interests of the Owners Thereof**  
**in Basic Rent Payments to be Made by the**  
**CITY OF POMPANO BEACH, FLORIDA, as Lessee,**  
**Pursuant to a Lease-Purchase Agreement with**  
**POMPANO BEACH FINANCE CORPORATION, as Lessor**

\_\_\_\_\_, 2015

City of Pompano Beach  
100 W. Atlantic Blvd.  
Pompano Beach, FL 33060

Pompano Beach Finance Corporation  
100 W. Atlantic Blvd.  
Pompano Beach, FL 33060

Ladies and Gentlemen:

On the basis of the representations, warranties, covenants and conditions contained in this Certificate Purchase Agreement (this "Agreement"), the undersigned, RBC Capital Markets, LLC (the "Underwriter" or "RBC Capital Markets"), and not acting as fiduciary or agent for you, offers to the addressees hereof, to purchase the Taxable Certificates of Participation (Parking Garage Project), Series 2015, in the aggregate principal amount of \$\_\_\_\_\_ (the "Certificates"), evidencing undivided proportionate interests in Basic Rent Payments to be made by the City of Pompano Beach, Florida (the "City") pursuant to a Lease-Purchase Agreement dated as of May 1, 2015 (the "Lease-Purchase Agreement"), as supplemented by a lease schedule thereto (the "Lease Schedule" and together with the Lease-Purchase Agreement, the "Lease Agreement"). The Lease Agreement is entered into by and between the City, as lessee, and Pompano Beach Finance Corporation, a not-for-profit Florida corporation created by the City (the "Corporation"), as lessor. The Certificates are being issued under the Trust Agreement dated as of May 1, 2015 (the "Trust Agreement"), among the City, the Corporation, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Pursuant to an Assignment of Leases dated as of May 1, 2015 between the Corporation and the Trustee, the Corporation has irrevocably assigned certain of its rights under the Lease Agreement, including the right to receive Basic Rent Payments paid by the City, to the Trustee. This offer is made subject to the City's and the Corporation's written acceptance hereof and the Underwriter's execution hereof on or before 5:00 p.m., Eastern Time, on \_\_\_\_\_, 2015, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City and the Corporation at any time prior to the written acceptance hereof by the City and the Trustee.

The Underwriter's disclosure and truth-in-bonding statement as required by Section 218.385, Florida Statutes, is attached hereto as Appendix A.

Proceeds of the Certificates will be used to provide funds to (i) finance, all or in part, the acquisition, construction and installation of a new public parking garage structure to be located on land owned by the City adjacent to its public beach and public pier area, together with related public roadway improvements and appurtenant utility lines, drainage improvements, landscaping, [signalization] and on-street parking spaces (the "Project"); (ii) pay capitalized interest on the Certificates through on or about July 1, 2016; [(iii) fund the Reserve Account in an amount equal to the Reserve Requirement for the Certificates [through the deposit of a Reserve Account Surety Bond issued by \_\_\_ (the "Insurer")]; and (iv) pay Costs of Issuance of the Certificates[, including the premium for the Reserve Account Surety Bond and a Municipal Bond Insurance Policy issued by the Insurer].

The Certificates will be issued under and secured as provided in the Trust Agreement, and will be subject to redemption and will contain other terms as set forth in the Trust Agreement and the Offering Statement.

All capitalized terms used but not defined herein shall have the meanings defined in the Lease and the Trust Agreement, unless the context clearly indicates otherwise.

1. *Purchase and Sale of the Certificates.* Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase and the City and the Corporation hereby agree to cause the Trustee to execute and deliver to the Underwriter, all, but not less than all, of the Certificates. Inasmuch as this purchase and sale represents a negotiated transaction, the City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Underwriter in which the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own accounts, (iv) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder. The Underwriter has been duly authorized to execute this Agreement and to act hereunder. The principal amounts [and Mandatory Installments] of the Certificates to be issued, the dated date therefor, the maturities, redemption provisions and interest rates per annum are set forth in Appendix B hereto. The Certificates shall be as described in, and shall be issued and secured under and pursuant to the Trust Agreement, under the conditions set forth herein and the proceeds from the sale of the Certificates to the Underwriter shall be deposited as provided in the Trust Agreement.

The purchase price for the Certificates shall be \$\_\_\_\_\_, which amount includes the par amount of the Certificates of \$\_\_\_\_\_, [plus [less] a net original issuance [premium] [discount] of \$\_\_\_\_\_], and less an underwriting discount of \$\_\_\_\_\_. [The Underwriter shall withhold an amount equal to \$\_\_\_\_\_ from the purchase price of the Certificates in order to pay the premium for the Policy and the cost of the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Fund Policy") to be issued by the Insurer.]

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Certificates at prices not to exceed the public offering prices set forth on the inside

cover of the Offering Statement and may subsequently change such offering prices without any requirement of prior notice. The Underwriter may offer and sell Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the public offering price stated on the cover of the Offering Statement.

3. *The Offering Statement.*

- (a) Attached hereto as Appendix C is a copy of the Preliminary Offering Statement dated \_\_\_\_\_, 2015 (the "*Preliminary Offering Statement*"), including the cover page and Appendices thereto, relating to the Certificates. Such copy of the Preliminary Offering Statement, as amended to reflect the changes marked or otherwise indicated on Appendix C hereto, is hereinafter called the "*Offering Statement*."
- (b) The Preliminary Offering Statement has been prepared for use by the Underwriter in connection with the public offering, sale and distribution of the Certificates. The City hereby represents and warrants that the Preliminary Offering Statement was deemed final by the City as of its date, except for the omission of such information which is dependent upon the final pricing of the Certificates for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "*Rule*").
- (c) The City hereby authorizes the Offering Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Certificates. The City ratifies and consents to the use by the Underwriter prior to the date hereof of the Preliminary Offering Statement in connection with the public offering of the Certificates. The City shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the City's acceptance of this Agreement (but, in any event, not later than within seven business days after the City's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Offering Statement which is complete as of the date of its delivery to the Underwriter in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The City hereby confirms that it does not object to the distribution of the Offering Statement in electronic form.
- (d) If, after the date of this Agreement to and including the date the Underwriter is no longer required to provide an Offering Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) or (ii) the time when the Offering Statement is available to any person from "EMMA", the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System, with a portal at <http://emma.msrb.org>., but in no case less than 25 days after the "end of the underwriting period" for the Certificates), the City becomes aware of any fact or event which might or would cause the Offering Statement, as

then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Offering Statement to comply with law, the City will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time request), and if, in the opinion of the Underwriter and Disclosure Counsel to the City, such fact or event requires preparation and publication of a supplement or amendment to the Offering Statement, the City will forthwith prepare and furnish, at the City's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Offering Statement so that the statements in the Offering Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Offering Statement will comply with law. If such notification shall be subsequent to the Closing, the City shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Offering Statement.

- (e) The Underwriter hereby agrees to file the Offering Statement with the Municipal Securities Rulemaking Board. Unless otherwise notified in writing by the Underwriter, the City can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. *Representations, Warranties and Agreements of the Corporation.* By its acceptance hereof, the Corporation hereby represents, and warrants to, and agrees with, the Underwriter that:

- (a) The Corporation is a not-for-profit corporation, duly created, organized and existing under the laws of the State, and has full legal right, power and authority under the laws of the State, and at the date of the Closing will have full legal right, power and authority under the Corporation Resolution (i) to adopt the Corporation Resolution and to enter into, execute and deliver this Agreement, the Trust Agreement, the Ground Lease, the Lease and all documents required hereunder and thereunder to be executed and delivered by the Corporation (this Agreement, the Corporation Resolution, the Trust Agreement, the Ground Lease, and the Lease are hereinafter referred to as the "Corporation Documents"), (ii) to sell, issue and deliver the Certificates to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Corporation Documents and the Offering Statement, and the Corporation has complied, and will at the Closing be in compliance, in all material respects, with the terms of the Act and the Corporation Documents as they pertain to such transactions;

- (b) By all necessary official action of the Corporation prior to or concurrently with the acceptance hereof, the Corporation has duly authorized all necessary

action to be taken by it for (i) the adoption of the Corporation Resolution and sale of the Certificates, (ii) the approval, execution and delivery of, and the performance by the Corporation of the obligations on its part and the Corporation Documents and (iii) the consummation by it of all other transactions contemplated by the Offering Statement, and the Corporation Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Corporation in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Offering Statement;

(c) The Corporation Documents constitute legal, valid and binding obligations of the Corporation, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Certificates, when issued, delivered and paid for, in accordance with the Corporation Resolution, the Trust Agreement and this Agreement, will constitute legal, valid and binding obligations of the Corporation entitled to the benefits of the Trust Agreement and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Certificates as aforesaid;

(d) The Corporation is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or to which the Corporation is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Corporation under any of the foregoing; and the execution and delivery of the Certificates, the Corporation Documents and the adoption of the Corporation Resolution and compliance with the provisions on the Corporation's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Corporation is a party or to which the Corporation is or to which any of its property or assets are otherwise subject;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Corporation of its obligations under the Corporation Documents, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates conform to the description the descriptions thereof contained in the Offering Statement under the caption “DESCRIPTION OF THE SERIES 2015 CERTIFICATES”; the Trust Agreement conforms to the description thereof contained in the Offering Statement under “SUMMARY OF LEASE-PURCHASE PLAN – Trust Agreement”; the proceeds of the sale of the Certificates will be applied generally as described in the Offering Statement under the caption “ESTIMATED SOURCES AND USES OF FUNDS” and the Undertaking conforms to the description thereof contained in the Offering Statement under “OTHER INFORMATION – Continuing Disclosure of Information.”

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Corporation after due inquiry, threatened against the Corporation, affecting the existence of the Corporation or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates pursuant to the Corporation Resolution or in any way contesting or affecting the validity or enforceability of the Certificates, the Corporation Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or any supplement or amendment thereto, or contesting the powers of the Corporation or any authority for the issuance of the Certificates, the adoption of the Corporation Resolution or the execution and delivery of the Corporation Documents, nor, to the best knowledge of the Corporation, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the Corporation Documents;

(h) As of the date thereof, the Preliminary Offering Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the Corporation’s acceptance hereof and (unless the Offering Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Offering Statement does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Offering Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Offering Statement as so supplemented or

amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The Corporation will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Trust Agreement;

(l) The Corporation will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (A) to (y) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Certificates (provided, however, that the Corporation will not be required to expend any funds or to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the Corporation of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose; and

(m) Any certificate, signed by any official of the Corporation authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the Corporation to the Underwriter as to the statements made therein.

5. *Representations, Warranties, and Covenants of the City.* The City hereby represents and warrants to and covenants with the Underwriter that:

(a) The City is a municipal corporation of the State of Florida (the “*State*”) duly organized, validly existing and in good standing under the laws of the State, and has full legal right, power and authority (i) to enter into, execute and deliver this Agreement, the Ground Lease, the Lease, and Trust Agreement and the Continuing Disclosure Agreement (the “*Undertaking*”) as defined in Section 7(h)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the City (this Agreement, the Ground Lease, the Lease, the Trust Agreement, the Undertaking and the other documents referred to in this clause are hereinafter referred to as the “*City Documents*”), (ii) to sell and cause the Trustee to issue and deliver the Certificates to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the City Documents and the Offering Statement, and the City has complied, and will at the Closing be in compliance in all material respects, with the terms of the City Documents as they pertain to such transactions;

(b) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (i) the execution of the City Documents, (ii) the approval,

execution and delivery of, and the performance by the City of the obligations on its part, contained in the Certificates and the City Documents, (iii) the consummation by it of all other transactions contemplated by the Offering Statement, and the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Offering Statement and (iv) has duly enacted Ordinance No. 2015-30 (the "Ordinance") and the same is in full force and effect on the date hereof and has not been modified, amended or repealed;

(c) The City Documents constitute legal, valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Certificates, when issued, delivered and paid for, in accordance with the Trust Agreement;

(d) The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the City under any of the foregoing; and the execution and delivery of the Certificates, the City Documents, and enactment of the Authorizing Ordinance and compliance with the provisions on the City's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City to be pledged to secure the Certificates or under the terms of any such law, regulation or instrument, except as provided by the Certificates and the Trust Agreement;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents, and the Certificates have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Certificates;

(f) The Certificates conform to the descriptions thereof contained in the Offering Statement under the caption "DESCRIPTION OF THE SERIES 2015 CERTIFICATES"; the Trust Agreement conforms to the description thereof

contained in the Offering Statement under “SUMMARY OF LEASE-PURCHASE PLAN – Trust Agreement”; the proceeds of the sale of the Certificates will be applied generally as described in the Offering Statement under the caption “ESTIMATED SOURCES AND USES OF FUNDS” and the Undertaking conforms to the description thereof contained in the Offering Statement under “OTHER INFORMATION – Continuing Disclosure of Information”;

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the City after due inquiry, threatened against the City, affecting the existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates, the City Documents, or contesting the exclusion from gross income of interest on the Certificates for federal income tax purposes or State income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Offering Statement or the Offering Statement or any supplement or amendment thereto, or contesting the powers of the City or any authority for the issuance of the Certificates or the execution and delivery of the City Documents, nor, to the best knowledge of the City, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates or the City Documents;

(h) As of the date thereof, the Preliminary Offering Statement did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) At the time of the City’s acceptance hereof and (unless the Offering Statement is amended or supplemented pursuant to paragraph (d) of Section 3 of this Agreement) at all times subsequent thereto during the period up to and including the date of Closing, the Offering Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) If the Offering Statement is supplemented or amended pursuant to paragraph (d) of Section 3 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the date of Closing the Offering Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading;

(k) The City will apply, or cause to be applied, the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Trust Agreement and;

(l) The City will furnish, at no expense to the City, such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request (A) to (y) qualify the Certificates for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Certificates for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Certificates and will advise the Underwriter immediately of receipt by the City of any notification with respect to the suspension of the qualification of the Certificates for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(m) The financial statements of, and other financial information regarding the City, in the Preliminary Offering Statement fairly present the financial position and results of the City as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the City. The City shall not be a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the City, would have a materially adverse effect on the financial condition of the City;

(n) Any certificate, signed by any official of the City authorized to do so in connection with the transactions contemplated by this Agreement, shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

## 6. *Closing.*

(a) At 9:00 a.m. Eastern Time, on \_\_\_\_\_, 2015, or at such other time and date as shall have been mutually agreed upon by the Corporation and the City and the Underwriter (the "*Closing*"), the Corporation and the City will cause the Trustee, subject to the terms and conditions hereof, to deliver the Certificates to the Underwriter duly executed, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Certificates as set forth in Section 1 of [this Agreement, less the amount withheld to pay for the Policy and the Reserve Fund Policy,] by a wire transfer payable in immediately available funds to the order of the City. Payment for the Certificates as aforesaid shall be made at the offices of Bond Counsel, or such other place as shall have been mutually agreed upon by the Trustee, the City and the Underwriter.

(b) It is intended that the Certificates will be issued and delivered through the "FAST" closing procedure of the Depository Trust Company for credit to the account of the Underwriter. The Certificates shall be delivered in definitive fully registered book-entry form, bearing CUSIP numbers without coupons, with one certificate for each maturity of the Certificates, registered in the name of Cede & Co., all as provided in the Trust Agreement, and shall be made available to the

Underwriter at least one business day before the Closing for purposes of inspection.

7. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Corporation and the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City and the Trustee of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Certificates shall be conditioned upon the performance by the City and the Corporation of their respective obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the City and the Corporation of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the City contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) The City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the City Documents and the Certificates shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Offering Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the City required to be taken by the City shall be performed in order for Special Counsel and other counsel to deliver their respective opinions referred to hereafter;

(d) At or prior to the Closing, the Ground Lease, the Lease and the Trust Agreement shall have been duly executed and delivered by the City and the City shall have duly executed and delivered and the registrar shall have duly authenticated the Certificates;

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the City or the Trustee, from that set forth in the Offering Statement that in the reasonable judgment of the Underwriter, is material and adverse and that makes it, in the reasonable judgment of the Underwriter, impracticable to market the Certificates on the terms and in the manner contemplated in the final Offering Statement;

(f) The City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter;

(h) At or prior to the Closing, the Underwriter shall have received copies of each of the following:

(1) the Offering Statement, and each supplement or amendment thereto, if any, executed on behalf of the City by the Mayor of the City, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Offering Statement;

(2) the Trust Agreement, Lease, Ground Lease and the other City documents;

(3) the Undertaking of the City satisfying requirements of section (b)(5)(i) of the Rule;

(4) the approving opinion of Special Counsel with respect to the Certificates, in substantially the form attached to the Offering Statement together with a reliance letter to the Underwriter;

(5) a supplemental opinion of Disclosure Counsel addressed to the City, with a reliance letter to the Underwriter, substantially in the form attached hereto as Appendix D;

(6) A certificate, dated the date of Closing, of the City to the effect that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the City to hold and exercise their respective positions, (b) contest the due organization and valid existence of the City, (c) contest the validity, due authorization and execution of the Certificates or the City Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the City from functioning and collecting Available Revenues; (iii) the Authorizing Ordinance of the City authorizing, among other things, the Certificates and City Documents has been duly enacted by the City, is in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the City has occurred since the date of the final Offering Statement which should be disclosed in the Offering Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information

contained in the final Offering Statement is correct in all material respects and, as of the date of the final Offering Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) An opinion, dated the date of Closing, of the City Attorney addressed to the City, the Corporation and the Underwriter, in substantially the form and substance set forth below, to the effect that:

(A) the Corporation is a not-for-profit corporation, duly organized under the laws of the State of Florida (the "State") and the City is a duly existing municipal corporation of the State, and each has good right and lawful authority within the Constitution and laws of the State to enact the Authorizing Ordinance or adopt the Corporation Resolution and to authorize and issue the Certificates; the execution, delivery and due performance of this Agreement was duly authorized by the Corporation and the City; and the Corporation Documents have been duly executed and delivered by the Corporation and the City Documents have been duly executed and delivered by the City, are in full force and effect and constitute the valid, legal and binding obligations of the Corporation and the City, respectively, enforceable in accordance with their terms; and under the laws of the State, subject to customary qualifications;

(B) the enactment of the Authorizing Ordinance, adoption of the Corporation Resolution and the execution and delivery of the Corporation Documents and the City Documents and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any existing law, administrative regulation, court decree, resolution or agreement to which the Corporation is subject;

(C) except as disclosed in the Offering Statement, to the best of his knowledge after due inquiry with respect thereto, no litigation or other proceedings are pending or threatened in any court or other tribunal of competent jurisdiction, state or federal, in any way (1) restraining or enjoining the issuance, sale or delivery of any of the Certificates; or (2) questioning or affecting the validity of the Corporation Documents or the City Documents, the Certificates or any of the Available Revenues; or (3) questioning or affecting the validity of any of the proceedings for the authorization, sale, execution, registration, issuance or delivery of the Certificates and the security therefor; or (4) questioning or affecting the organization or existence of the Corporation, the City

or the City Commission or the title to office of the officers thereof, or (5) which could materially adversely affect the operations of the Corporation or the City or the financial condition of the City;

(D) except as disclosed in the Offering Statement, all approvals, consents, authorizations and orders of any governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Corporation and the City of their obligations hereunder and under the Corporation Documents and the City Documents have been obtained and are in full force and effect or can be obtained in the ordinary course;

(E) the Offering Statement, as of the date of such document and at all subsequent times up to and including the date of Closing, as to the information therein did not and does not contain any untrue statement of a material fact or omit any material fact required to be stated therein or necessary to make such information not misleading; as of the date of Closing;

(F) subject to the terms and conditions of the City Documents, the City has the power and authority under the laws of the State to appropriate the Available Revenues and to pay the Basic Rent Payments, in accordance with the terms of the Lease Purchase Agreement; and

(G) the Offering Statement has been duly authorized, executed and delivered for use in connection with the sale of the Certificates.

(8) an opinion of counsel to the Trustee dated the Closing Date and addressed to the Underwriter, the Corporation and the City to the effect that (i) the Trustee is a national banking association duly organized, validly existing and in good standing under the laws of the United States; (ii) the Trustee has the corporate trust power and authority to execute and deliver, and to perform all of its obligations under the Trust Agreement and the Assignment of Leases; (iii) the Trust Agreement and the Assignment of Leases have been duly executed and delivered by the Trustee and, insofar as the laws governing trust powers of the Trustee are concerned and assuming due authorization, execution and delivery thereof by the Corporation, constitute the legal, valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with their respective terms, subject as to enforcement to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect and to general principles of equity; and (iv) the Certificates have been

executed and delivered by the Trustee in accordance with the Trust Agreement.

(9) Any other certificates and opinions required by the City Documents for the issuance thereunder of the Certificates;

(10) [A municipal bond insurance policy and a municipal bond debt service reserve insurance policy issued by \_\_\_\_\_];

(11) Evidence satisfactory to the Underwriter that the Certificates have been rated “ ” by \_\_\_\_\_ [based upon the Policy to be issued concurrently with the delivery of the Certificates, and “ ” by \_\_\_\_\_ as the underlying rating of the Certificates without regard to the delivery of the Policy,] and that such ratings are in effect as of the date of Closing; and

(12) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City’s representations and warranties contained herein and of the statements and information contained in the Offering Statement and the due performance or satisfaction by the City on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the City; and

(13) All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Underwriter.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the obligations of the City set forth in Sections 4 and 8(c) hereof shall continue in full force and effect.

8. *Termination.* The Underwriter shall have the right to cancel its obligation to purchase the Certificates if, between the date hereof and the Closing, the market price or marketability of the Certificates shall be materially adversely affected, in the reasonable judgment of the Underwriter, by any of the following:

(a) legislation is introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having

jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Trust Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Certificates, including any or all underlying arrangements, as contemplated hereby or by the Offering Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(b) any state blue sky or securities commission or other governmental agency or body in any jurisdiction in which more than ten percent (10%) of the Certificates have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Certificates as described herein, or issued a stop order or similar ruling relating thereto;

(c) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so;

(d) the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Certificates or as to obligations of the general character of the Certificates, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, Underwriter;

(e) any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Offering Statement, or has the effect that the Offering Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except if such Offering Statement is supplemented in accordance with Section 3(d) hereof such event will not be an event of termination;

(f) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the City, except for changes which the Offering Statement discloses are expected to occur which has a materially adverse effect on the market price or the marketability of the Certificates and any supplement or amendment to the Official Statement pursuant to section 3(d) hereof does not cure any such adverse effect;

(g) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise which has a materially adverse effect on the market price or marketability of the Certificates;

(h) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the City's obligations; and

(i) the purchase of and payment for the Certificates by the Underwriter, or the resale of the Certificates by the Underwriter, on the terms and conditions herein provided shall, in the opinion of legal counsel to the Underwriter, be prohibited by any applicable law, governmental authority, board, agency or commission.

(j) with respect to the conditions described in subparagraph (g) above, the Underwriter, as of the date hereof, is not aware of any pending or proposed law or hostilities or calamity that would permit the Underwriter to cancel its obligations to purchase the Certificates as set forth herein.

9. *Expenses.*

(a) The Underwriter shall be under no obligation to pay, and the City shall pay, any expenses incident to the performance of the City's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Certificates, (ii) the fees and disbursements of Special Counsel and counsel to the City; (iii) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the City; and (iv) the fees for bond ratings and the related travel expenses associated with such ratings. The City shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Agreement and the issuance of the Certificates, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs, subject to approval by the City. At Closing, the estimated expenses, also known as the "costs of issuance", shall be deposited with the paying agent for payment, on behalf of the City and upon invoice thereof, of such costs. The City acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Certificates.

(b) The Underwriter shall pay (i) the cost of preparation and printing of this Agreement, the Blue Sky Survey and Legal Investment Memorandum, if any; (ii) all advertising expenses in connection with the public offering of the Certificates; and (iii) all other expenses incurred by it in connection with the public offering of

the Certificates, including any fees and disbursements of counsel retained by the Underwriter.

(c) If this Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the City shall be unable to perform its obligations under this Agreement, the City will reimburse the Underwriter for all out-of-pocket expenses reasonably incurred by the Underwriter in connection with this Agreement or the offering contemplated hereunder.

10. *Notices.* Any notice or other communication to be given to the City under this Agreement may be given by delivering the same in writing to the City at the address listed above, and any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to RBC Capital Markets LLC, 3801 PGA Blvd., Suite 801, Palm Beach Gardens, Florida 33410, Attention: Nate Eckloff.

11. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the City and the Underwriter (including successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Agreement may not be assigned by the City. All of the City's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) delivery of and payment for the Certificates pursuant to this Agreement; and (ii) any termination of this Agreement.

12. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the City and shall be valid and enforceable at the time of such acceptance.

13. *Choice of Law and Venue.* This Agreement shall be governed by and construed in accordance with the law of the State of Florida and venue shall be in Broward County, Florida.

14. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

15. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

16. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

17. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and

hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this agreement shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_  
Nate Eckloff

**ACCEPTANCE**

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_ a.m./p.m. Eastern Time.

CITY OF POMPANO BEACH

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE**

ACCEPTED this \_\_\_ day of \_\_\_\_\_, 2015 at \_\_\_\_\_ a.m./p.m. Eastern Time.

POMPANO BEACH FINANCE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPENDIX A**

**FORM OF DISCLOSURE LETTER PURSUANT TO  
SECTION 218.385, FLORIDA STATUTES**

**APPENDIX B**  
**PRICING AND REDEMPTION SCHEDULE**

**APPENDIX B**  
**PRICING AND REDEMPTION SCHEDULE**

**APPENDIX C**  
**OFFERING STATEMENT**

**APPENDIX D**  
**OPINION OF DISCLOSURE COUNSEL**

**EXHIBIT F**  
**FORM OF PRELIMINARY OFFERING STATEMENT**

PRELIMINARY OFFERING STATEMENT DATED \_\_\_\_\_, 2015

NEW ISSUE - Book-Entry-Only

RATINGS: See "RATINGS" herein

In the opinion of Special Counsel, under existing law, the Interest Component of the Basic Rent Payments is exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220. **THE INTEREST COMPONENT OF BASIC RENT PAYMENTS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES; PROVIDED, HOWEVER NO OPINION IS EXPRESSED WITH RESPECT TO ANY TAX CONSEQUENCES UNDER THE LAWS OF THE STATE OF FLORIDA OF ANY PAYMENTS RECEIVED WITH RESPECT TO THE SERIES 2015 CERTIFICATES FOLLOWING TERMINATION OF THE LEASE AGREEMENT UPON AN EVENT OF NON-APPROPRIATION OR THE OCCURRENCE OF AN EVENT OF DEFAULT THEREUNDER.** For a more complete discussion of the tax aspects, see "TAX MATTERS" herein.

§ \_\_\_\_\_\*

**TAXABLE CERTIFICATES OF PARTICIPATION  
(Parking Garage Project), Series 2015  
Evidencing Undivided Proportionate Interests of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, as Lessee,  
Pursuant to a Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

**Dated: Date of Delivery**

**Due: As shown on inside cover**

The Taxable Certificates of Participation (Parking Garage Project), Series 2015 (the "Series 2015 Certificates") evidence undivided proportionate interests in Basic Rent Payments to be made by the City of Pompano Beach, Florida (the "City") pursuant to a Lease-Purchase Agreement dated as of May 1, 2015 (the "Lease-Purchase Agreement"), as supplemented by a lease schedule thereto (the "Lease Schedule" and together with the Lease-Purchase Agreement, the "Lease Agreement"). The Lease Agreement is entered into by and between the City, as lessee, and Pompano Beach Finance Corporation, a not-for-profit Florida corporation created by the City (the "Corporation"), as lessor, as more fully described herein. The Series 2015 Certificates are being issued under the Trust Agreement dated as of May 1, 2015 (the "Trust Agreement"), among the City, the Corporation, and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement. Pursuant to an Assignment of Leases dated as of May 1, 2015 between the Corporation and the Trustee, the Corporation has irrevocably assigned certain of its rights under the Lease Agreement, including the right to

receive Basic Rent Payments paid by the City, to the Trustee. See “APPENDIX C—Forms of The Ground Lease, Lease Agreement and Trust Agreement.”

The Series 2015 Certificates will be executed and delivered in fully registered form and will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Individual purchases of Series 2015 Certificates will be made in denominations of \$5,000 or any integral multiple thereof. Purchasers of Series 2015 Certificates will not receive physical delivery of Series 2015 Certificates. The Interest Component of Basic Rent Payments represented by the Series 2015 Certificates is payable on January 1 and July 1 of each year, commencing July 1, 2015. The Interest Component and Principal Component of the Basic Rent Payments will be paid by the Trustee, to Cede & Co., as nominee for DTC, as registered owner of the Series 2015 Certificates, to be subsequently disbursed to DTC participants and thereafter to the beneficial owners of the Series 2015 Certificates, all as further described herein. See “THE SERIES 2015 CERTIFICATES—Book-Entry-Only System.”

Proceeds of the Series 2015 Certificates will be used to provide funds to (i) finance, all or in part, the acquisition, construction and installation of a new public parking garage structure to be located on land owned by the City adjacent to its public beach and public pier area, together with related public roadway improvements and appurtenant utility lines, drainage improvements, landscaping, [signalization] and on-street parking spaces, as more fully described herein under “THE PROJECT,” (ii) pay capitalized interest on the Series 2015 Certificates through on or about July 1, 2016; [(iii) fund the Reserve Account in an amount equal to the Reserve Requirement for the Series 2015 Certificates [through the deposit of a Reserve Account Surety Bond issued by \_\_ (the “Series 2015 Insurer”)]; and (iv) pay Costs of Issuance of the Series 2015 Certificates[, including the premium for the Reserve Account Surety Bond and a Municipal Bond Insurance Policy issued by the Series 2015 Insurer]. See “ESTIMATED SOURCES AND USES OF FUNDS.”

Completion Certificates and Refunding Certificates may be issued on a parity with the Series 2015 Certificates under the Trust Agreement, subject to the terms and conditions thereof. See “SECURITY FOR THE SERIES 2015 CERTIFICATES—Completion Certificates and —Refunding Certificates.” The Series 2015 Certificates are subject to optional, extraordinary and mandatory prepayment prior to maturity, as described herein. See “DESCRIPTION OF THE SERIES 2015 CERTIFICATES—Prepayment.”

THE PAYMENTS DUE FROM THE CITY UNDER THE LEASE AGREEMENT ARE TO BE MADE ONLY FROM AVAILABLE REVENUES APPROPRIATED BY THE CITY FOR SUCH PURPOSE, AND NEITHER THE CITY, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE TO THE CORPORATION OR THE TRUSTEE UNDER THE LEASE AGREEMENT FROM SOURCES OTHER THAN APPROPRIATED REVENUES, AND THE FAITH AND CREDIT OF THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THE LEASE AGREEMENT. THE OBLIGATIONS ARISING UNDER THE LEASE AGREEMENT DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, OR THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE

MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. SEE “SECURITY FOR THE SERIES 2015 CERTIFICATES” AND “RISK FACTORS.”

[The timely payment of the Principal Component and Interest Component on the Series 2015 Certificates when due will be insured by a financial guaranty insurance policy issued by the Series 2015 Insurer concurrently with the delivery of the Series 2015 Certificates. See “CERTIFICATE INSURANCE” herein.]

[INSERT LOGO]

SEE THE INSIDE COVER FOR THE MATURITY SCHEDULE FOR THE SERIES 2015 CERTIFICATES.

INVESTMENT IN THE SERIES 2015 CERTIFICATES POSES CERTAIN RISKS. SEE “RISK FACTORS” AND “SUITABILITY FOR INVESTMENT.”

This cover page contains certain information for quick reference only. It is not a summary of the transaction. Investors must read the entire Offering Statement to obtain information essential to the making of an informed investment decision.

Upon the occurrence of an Event of Non-Appropriation, the Lease Term of the Lease Agreement shall, and upon an Event of Default, such Lease Term may, be terminated. Following termination of the Lease Agreement, transfer of the Series 2015 Certificates may be subject to compliance with the registration provisions of state and federal securities laws. See “TAX MATTERS” and “RISK FACTORS” herein. [Termination of the Lease Agreement will not result in termination of the Municipal Bond Insurance Policy issued by the Series 2015 Insurer. See “CERTIFICATE INSURANCE” herein.]

The Series 2015 Certificates are offered for delivery in book-entry form, when, as and if issued by the Trustee and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Greenspoon Marder, P.A., Fort Lauderdale, Florida, Special Counsel, as to the validity of the Series 2015 Certificates. Greenspoon Marder, P.A., Fort Lauderdale, Florida, is also serving as Disclosure Counsel to the City. Gordon Linn, Esq. is City Attorney of the City. Lewis, Longman & Walker, P.A., West Palm Beach, Florida is serving as Underwriter’s Counsel. Certain legal matters will be passed on for the Trustee by Senior Counsel in the Legal Department of the Trustee. Public Financial Management, Inc. Miami, Florida, is serving as Financial Advisor to the City. It is expected that the Series 2015 Certificates will be delivered in book-entry form through the facilities of DTC, New York, New York on or about May \_\_, 2015.

**RBC CAPITAL MARKETS**

Dated: \_\_\_\_\_, 2015

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\*Preliminary, subject to change

[Inside Cover]

**MATURITY SCHEDULE**

\$ \_\_\_\_\_ \* Serial Series 2015 Certificates

<u>Due January 1,*</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Initial CUSIP</u>
	\$	%	%	<u>No.**</u>

\$ \_\_\_\_\_ \* \_\_\_\_\_ % Term Series 2015 Certificates Maturing January 1, 20 \_\_\_\_ \* Price \_\_\_\_\_ %  
Initial CUSIP No. \_\_\_\_\_ \*\*

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\* Preliminary, subject to change.

\*\* The City is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. CUSIP numbers are included solely for the convenience of the readers of this Offering Statement.

**CITY OF POMPANO BEACH, FLORIDA**

**CITY COMMISSION**

Lamar Fisher, Mayor  
Charlotte Burrie, Vice Mayor  
Barry Dockswell  
Rex Hardin  
Barry Moss  
Ed Phillips

**SELECTED ADMINISTRATIVE STAFF**

<u>Name</u>	<u>Position</u>
Dennis Beach	City Manager
Gordon Linn, Esq.	City Attorney
Asceleta Hammond	City Clerk
Suzette Sibble	Finance Director

**CONSULTANTS AND ADVISORS**

Special Counsel and Disclosure Counsel

Greenspoon Marder, P.A.  
Fort Lauderdale, Florida

Financial Advisor

Public Financial Management, Inc.  
Miami, Florida

Parking Garage Feasibility Consultant

Lansing Melbourne Group, LLC  
Fort Lauderdale, Florida

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY, THE CORPORATION, THE UNDERWRITER OR THE SERIES 2015 INSURER (AS SUCH TERMS ARE DEFINED HEREIN) TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE SERIES 2015 CERTIFICATES (HEREIN DEFINED), OTHER THAN THOSE CONTAINED IN THIS OFFERING STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CITY, THE CORPORATION, THE UNDERWRITER [OR THE SERIES 2015 INSURER]. THIS OFFERING STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF ANY OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2015 CERTIFICATES, BY ANY PERSON IN ANY STATE IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFERING STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS DESCRIBED HEREIN SINCE THE DATE HEREOF. THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFERING STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFERING STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

[OTHER THAN WITH RESPECT TO INFORMATION CONCERNING THE SERIES 2015 INSURER CONTAINED UNDER THE HEADING "CERTIFICATE INSURANCE" HEREIN AND THE SPECIMEN POLICY APPEARING IN APPENDIX F HERETO, NONE OF THE INFORMATION IN THIS OFFERING STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE SERIES 2015 INSURER, AND THE SERIES 2015 INSURER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO (I) THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; OR (II) THE VALIDITY OF THE SERIES 2015 CERTIFICATES].

THE SERIES 2015 CERTIFICATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE TRUST AGREEMENT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2015 CERTIFICATES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATE, IF ANY, IN WHICH THE SERIES 2015 CERTIFICATES HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2015 CERTIFICATES OR THE ACCURACY OR COMPLETENESS OF THIS OFFERING STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY UPON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2015 CERTIFICATES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2015 CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET.

SUCH TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE SERIES 2015 CERTIFICATES TO CERTAIN DEALERS AND OTHERS AT PRICES OR YIELDS LOWER THAN THE PUBLIC OFFERING PRICES OR YIELDS STATED ON THE INSIDE COVER OF THIS OFFERING STATEMENT, AND SUCH PUBLIC OFFERING PRICES OR YIELDS MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFERING STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR. SEE "OTHER INFORMATION—FORWARD-LOOKING STATEMENTS DISCLAIMER."

THIS OFFERING STATEMENT SHALL NOT CONSTITUTE A CONTRACT BETWEEN THE CITY OR THE UNDERWRITER AND ANY ONE OR MORE HOLDERS OF THE SERIES 2015 CERTIFICATES.

THIS OFFERING STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS OFFERING STATEMENT SHOULD BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITES.

THE CITY AND THE CORPORATION HAVE DEEMED THIS PRELIMINARY OFFERING STATEMENT "FINAL" AS OF ITS DATE WITHIN THE MEANING OF RULE 15(C)2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, EXCEPT FOR PERMITTED OMISSIONS UNDER SUCH RULE.

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**OFFERING STATEMENT  
RELATING TO**

\$ \_\_\_\_\_ \*

**TAXABLE CERTIFICATES OF PARTICIPATION  
(Parking Garage Project), Series 2015  
Evidencing Undivided Proportionate Interests of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, as Lessee,  
Pursuant to a Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

**INTRODUCTION**

This Offering Statement, which includes the cover page, inside cover page and the Appendices hereto, provides certain information regarding the issuance of \$ \_\_\_\_\_\* in aggregate principal amount of Taxable Certificates of Participation (Parking Garage Project), Series 2015 (the "Series 2015 Certificates"). The Series 2015 Certificates are being issued under the Trust Agreement dated as of May 1, 2015 (the "Trust Agreement"), among the City of Pompano Beach, Florida (the "City"), Pompano Beach Finance Corporation, a not-for-profit Florida corporation created by the City (the "Corporation") and The Bank of New York Mellon Trust Company, as trustee (the "Trustee"). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Trust Agreement included herein as Appendix C.

Proceeds of the Series 2015 Certificates will be used to provide funds to (i) finance, all or in part, the acquisition, construction and installation of a new public parking garage structure (the "Parking Garage") to be located on land owned by the City adjacent to its public beach and public pier area, together with related public roadway improvements and appurtenant utility lines, drainage improvements, landscaping, [signalization] and on-street parking spaces utility lines and additional parking spaces, as more fully described herein under "THE PROJECT" and defined in the Trust Agreement (collectively, the "Project"); (ii) pay capitalized interest on the Series 2015 Certificates through on or about July 1, 2016 ; [(iii) fund the Reserve Account in an amount equal to the Reserve Requirement for the Series 2015 Certificates [through the deposit of a Reserve Account Surety Bond issued by \_\_\_\_\_ (the "Series 2015 Insurer")]; and (iv) pay Costs of Issuance of the Series 2015 Certificates[, including the premium for the Reserve Account Surety Bond and a Municipal Bond Insurance Policy issued by the Series 2015 Insurer]. See "ESTIMATED SOURCES AND USES OF FUNDS."

The City owns the Land on which the Project will be located. Pursuant to a Ground Lease dated as of May 1, 2015 between the City, as lessor, and the Corporation, as lessee (the "Ground Lease"), the City will lease the Land to the Corporation, subject to Permitted Encumbrances (as defined in the Ground Lease).

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\*Preliminary, subject to change.

The Corporation will lease the Land and the Project back to the City pursuant to a Lease-Purchase Agreement dated as of May 1, 2015 (the “Lease-Purchase Agreement”), as supplemented by a lease schedule thereto (the “Lease Schedule” and together with the Lease-Purchase Agreement, the “Lease Agreement”) between the Corporation, as lessor, and the City, as lessee. See “APPENDIX C—Forms of Ground Lease, Lease Agreement and Trust Agreement.”

The Series 2015 Certificates evidence undivided proportionate interests in Basic Rent Payments to be made by the City pursuant the Lease Agreement. Pursuant to an Assignment of Leases dated as of May 1, 2015 (the “Assignment Agreement”) between the Corporation and the Trustee, the Corporation has irrevocably assigned certain of its rights under the Lease Agreement, including the right to receive Basic Rent Payments paid by the City, to the Trustee. See “SECURITY FOR THE SERIES 2015 CERTIFICATES” herein.

Completion Certificates and Refunding Certificates may be issued on a parity with the Series 2015 Certificates under the Trust Agreement, subject to the terms and conditions thereof. See “SECURITY FOR THE SERIES 2015 CERTIFICATES—Completion Certificates and Refunding Certificates” herein. The Series 2015 Certificates are subject to optional, extraordinary and mandatory prepayment prior to maturity, as described herein. See “DESCRIPTION OF THE SERIES 2015 CERTIFICATES—Prepayment” herein.

THE PAYMENTS DUE FROM THE CITY UNDER THE LEASE AGREEMENT ARE TO BE MADE ONLY FROM AVAILABLE REVENUES APPROPRIATED BY THE CITY FOR SUCH PURPOSE, AND NEITHER THE CITY, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE TO THE CORPORATION OR THE TRUSTEE UNDER THE LEASE AGREEMENT FROM SOURCES OTHER THAN APPROPRIATED REVENUES, AND THE FAITH AND CREDIT OF THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THE LEASE AGREEMENT. THE OBLIGATIONS ARISING UNDER THE LEASE AGREEMENT DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, OR THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. See “SECURITY FOR THE SERIES 2015 CERTIFICATES” and “RISK FACTORS” herein.

[The timely payment of the Principal Component and Interest Component on the Series 2015 Certificates when due will be insured by the Municipal Bond Insurance Policy to be issued concurrently with the delivery of the Series 2015 Certificates by the Series 2015 Insurer. See “CERTIFICATE INSURANCE” herein.]

INVESTMENT IN THE SERIES 2015 CERTIFICATES POSES CERTAIN RISKS. SEE “RISK FACTORS” AND “SUITABILITY FOR INVESTMENT.”

Brief descriptions of the Ground Lease, the Lease Agreement, the Trust Agreement, the Assignment Agreement, the Series 2015 Certificates, and the security for the Series 2015 Certificates are included in this Offering Statement. Such descriptions and summaries do not purport to be comprehensive or definitive. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of

such documents may be obtained from the City's Financial Advisor, Public Financial Management, Inc., Miami, Florida. See Appendix C hereto for forms of the Ground Lease, Lease Agreement and Trust Agreement.

## THE PROJECT

### General

The Land owned by the City on which the proposed Parking Garage will be located is situated adjacent to the City's public beach and pier on the southeast intersection of State Road AIA and NE 3<sup>rd</sup> Street. The Land is located within the City's Community Redevelopment Agency's East District (the "East District"). The East District has been the subject of a significant redevelopment effort in recent years. As part of that redevelopment effort, pursuant to a public proposal process, the City has entered into a written development agreement with a private developer (the "Pier Development Agreement") to further new development on land owned by the City around the pier, which will be ground leased to the developer pursuant to the Pier Development Agreement. Pier development is planned to consist of beach and pier-oriented retail shops, restaurants, concessions, open space, plazas and general areas that are intended to attract residents and visitors, together with related infrastructure and parking (the "Pier Project"). The Pier Project may ultimately include development of a hotel, subject to the terms and conditions of the Pier Development Agreement. The Pier Project will be implemented in phases, with construction of the first phase scheduled to commence in January, 2016 and the final phase expected to be completed in September, 2019. The Parking Garage is anticipated to serve persons using the beach and the businesses and restaurants in the beach and pier area, including those to be developed as part of the Pier Project.

### Project Components

The Parking Garage is planned to contain a total of approximately 609 to 615 parking spaces on five floors (composed of the ground floor plus four elevated decks) and will consist of approximately 281,804 gross square feet, of which a portion may be developed as retail space as part of the Pier Project. The ground floor is expected to provide valet parking spaces for nearby businesses and restaurants.

To maximize queuing capacity and customer convenience, the access points to the Parking Garage are planned to be located on its east face. This necessitates the construction of new roadways around the Parking Garage, connecting NE 2<sup>nd</sup> Street to NE 3<sup>rd</sup> Street in a north-south direction, and a new roadway along the south side of the Parking Garage that will connect Pompano Beach Boulevard to State Road AIA [**add any additional roads**] (collectively, the "Roadways"). Water service utility lines will be laid in the Roadways to provide fire connections and sewer utility lines will be extended throughout the Roadways. A master storm drainage system will be installed to maintain water quality and comply with South Florida Water Management District regulations. The Roadways will contain an additional 54 on-street parking spaces that will be operated as part of the City's Parking System (hereinafter defined). Landscaping [**and signalization**] will also be installed in the Roadways.

The City is negotiating a guaranteed maximum price contract (the "Construction Contract") with Kaufman Lynn Construction to design and build the Project, with a preliminary

estimated construction cost of \$18,832,394, of which approximately \$17,882,760 relates to costs associated with the Parking Garage. The Construction Contract is expected to be finalized prior to the sale of the Series 2015 Certificates. The final Offering Statement relating to the Series 2015 Certificates is expected to reflect the actual guaranteed maximum price for construction of the Project as set forth in the final Construction Contract.

Construction of the Project is expected to commence in May, 2015 and to be substantially complete by May, 2016. Currie Sowards Aguila Architects have been engaged by the City to design the Project. An artist's rendering of the Parking Garage and the adjacent roadways included in the Project is set forth below:

[Insert rendering of Parking Garage and Roadways]

As more fully described under "SECURITY FOR THE SERIES 2015 CERTIFICATES--General" only the Parking Garage and the related Parking Garage Land (and no other portion of the Project) will be subject to surrender upon an Event of Non-Appropriation or an Event of Default under the Lease Agreement and such Parking Garage and related Parking Garage Land is required to be used as a public parking garage for the benefit of the public at large throughout the Ground Lease Term. See "SUMMARY OF LEASE-PURCHASE PLAN," "RISK FACTORS" and "SUITABILITY FOR INVESTMENT."

### **Parking System**

The Parking Garage and the additional parking spaces developed as part of the Project, as well as any additional parking spaces developed as part of the Pier Project, will be operated as part of the City's public parking system (the "Parking System"). The City has provided public parking for many years, but began to significantly increase the number of its fee-based parking spaces in 2010. The City currently operates 1,386 parking spaces throughout the City (in five lots, with the balance comprised of on-street parking), of which 1,160 spaces are currently metered. The City anticipates that it will ultimately charge fees for the use of all of its parking spaces.

Effective as of October 1, 2013, the City established its parking system enterprise fund (the "Parking System Enterprise Fund") to account for revenues generated by the Parking System (the "Parking System Revenues") and all related Parking System expenses. The City has engaged Lansing Melbourne Group, LLC to prepare a study relating to the Parking System, including projections of Parking System Revenues and demand for the Parking Garage and related parking spaces to be implemented as part of the Project and the Pier Project.

The City has also engaged Denison Parking (the "Parking Manager") to provide day-to-day management of the City's Parking System operations. The Parking Manager's scope of services under its contract with the City will include delivering a report to the City to include a comprehensive assessment of the City's current Parking System operations and include recommendations to streamline and improve parking operations. The Parking Manager will also advise the City in matters relating to the development of the Parking Garage and will ultimately be responsible for managing the Parking Garage (including potentially valet parking), at the City's direction. The initial term of the Parking Manager's engagement will commence on May 1, 2015.

## DESCRIPTION OF THE SERIES 2015 CERTIFICATES

### General

The Series 2015 Certificates are issuable in fully registered form only, without coupons, in denominations of \$5,000 or any integral multiple thereof and will be lettered and numbered R-1 and upward. The Series 2015 Certificates will be dated as of their date of issuance and will mature, subject to prior prepayment, on the dates and in the principal amounts set forth on the inside cover page of this Offering Statement. Except as provided in the Trust Agreement, the Principal Component of the Basic Rent Payments represented by the Series 2015 Certificates will be payable whether at maturity or upon prepayment at the Principal Office of the Trustee in East Syracuse, New York. The Interest Component of the Basic Rent Payments represented by the Series 2015 Certificates is payable semiannually on each January 1 and July 1, commencing July 1, 2015, and will accrue at the rates set forth on the inside cover page of this Offering Statement.

### Book-Entry Only System

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY-ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CORPORATION AND THE CITY BELIEVE TO BE RELIABLE, BUT NEITHER THE CORPORATION, THE CITY NOR THE UNDERWRITER TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

DTC will act as securities depository for the Series 2015 Certificates. The Series 2015 Certificates will be issued as fully-registered certificates registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2015 Certificate will be issued for each maturity of the Series 2015 Certificates, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's Participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such

as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and the Indirect Participants are collectively referred to herein as the “DTC Participants.” DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

So long as the book-entry-only system is in effect, beneficial interests in the Series 2015 Certificates will be available in book-entry form only in Authorized Denominations. Purchasers of beneficial interests in the Series 2015 Certificates will not receive certificates representing their beneficial interests in the Series 2015 Certificates purchased.

Purchases of Series 2015 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2015 Certificates on DTC’s records. The ownership interest of each actual purchaser of each Series 2015 Certificate (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2015 Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Series 2015 Certificates except in the event that use of the book-entry system for the Series 2015 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2015 Certificates deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2015 Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2015 Certificates; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2015 Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2015 Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2015 Certificates, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2015 Certificates may wish to ascertain that the nominee holding the Series 2015 Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Series 2015 Certificates within a maturity are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be prepaid.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2015 Certificates unless authorized by a Direct Participant in accordance with DTC's Money Market Instrument (MMI) Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2015 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Prepayment proceeds and payment of the principal and interest components of the Basic Rent Payments represented by the Series 2015 Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee on a payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC (nor its nominee), the City, the Corporation or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds and Basic Rent Payments represented by the Series 2015 Certificates to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2015 Certificates at any time by giving reasonable notice to the City and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2015 Certificates, as applicable, are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2015 Certificates will be printed and delivered.

In either of the situations described in the preceding two paragraphs, definitive replacement certificates shall be issued only upon surrender to the City and the Trustee of the Series 2015 Certificates of each maturity by DTC, accompanied by registration instructions for the definitive replacement certificates for such maturity from DTC. The City shall not be liable for any delay in delivery of such instructions and conclusively may rely on and shall be protected in relying on such instruction of DTC.

NONE OF THE CITY, THE CORPORATION OR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE BENEFICIAL OWNERS, DTC PARTICIPANTS OR THE PERSONS FOR WHOM DTC PARTICIPANTS ACT AS

NOMINEES WITH RESPECT TO THE SERIES 2015 CERTIFICATES FOR THE ACCURACY OF THE RECORDS OF DTC, CEDE & CO. OR ANY DTC PARTICIPANT WITH RESPECT TO THE SERIES 2015 CERTIFICATES OR THE PROVIDING OF NOTICE OR PAYMENT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AND INTEREST REPRESENTED BY THE SERIES 2015 CERTIFICATES TO DTC PARTICIPANTS OR BENEFICIAL OWNERS, OR THE SELECTION OF SERIES 2015 CERTIFICATES FOR PREPAYMENT.

None of the City, the Corporation or the Trustee can give any assurances that DTC, DTC Participants or others will distribute payments of principal or interest components represented by the Series 2015 Certificates paid to DTC or its nominee, or any prepayment or other notices, to the Beneficial Owners or that DTC will do so on a timely basis or that DTC will serve or act in a manner described in this Offering Statement.

For every transfer and exchange of beneficial interests in the Series 2015 Certificates the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other government charge that may be imposed in relation thereto.

## **Prepayment**

### Optional Prepayment

The Series 2015 Certificates maturing on or before January 1, 20\_\_ shall not be subject to optional prepayment. Any of the Series 2015 Certificates maturing after January 1, 20\_\_ may be prepaid, from optional prepayments of Basic Rent Payments made by the City pursuant to the Lease Agreement, in whole or in part, on January 1, 20\_\_ or any date thereafter, and in such order of maturities as may be designated by the City, or if not so designated, in the inverse order of maturities, and by lot within a maturity in such manner as may be designated by the Trustee, without Prepayment Premium, at a Prepayment Price equal to 100% of the Principal Component of the Basic Rent Payments to be prepaid, together with accrued interest to the prepayment date.

### Extraordinary Mandatory Prepayment

The Series 2015 Certificates are subject to Extraordinary Prepayment, in whole, on any date, or in part, on any Extraordinary Prepayment Date (if in part, in any order of maturity as directed by the City or, in the absence of such direction, in inverse order of maturity and by lot within a maturity as may be designated by the Trustee), without Prepayment Premium, at a Prepayment Price equal to 100% of the Principal Component of the Basic Rent Payments to be prepaid, together with accrued interest to the Extraordinary Prepayment Date, from the Net Proceeds of insurance or condemnation or other amounts deposited with the Trustee pursuant to the provisions of the Lease Agreement. The Extraordinary Prepayment Date with respect to any partial Extraordinary Prepayment shall be the next succeeding Interest Payment Date following the receipt by the Trustee of the moneys to be used for such prepayment; provided, however, if such Interest Payment Date occurs within forty (40) days of receipt by the Trustee of the moneys to be used for such prepayment, the Extraordinary Prepayment Date shall be the second succeeding Interest Payment Date.

The Lease Agreement provides that to the extent that any portion of the Net Proceeds of any insurance or condemnation award or of any appropriation made in connection with a self-insurance election received in accordance with the Lease Agreement or any portion of the Net Proceeds of any title insurance award remains after completion of the repair, restoration or replacement of any destroyed, damaged, lost or condemned portion of the Project, then upon the receipt of a certificate executed by an Authorized Officer of the City stating that all the Project Costs with respect to repair, restoration or acquisition of replacement property of the Project in accordance with the Lease Agreement have been paid and the repair, restoration or acquisition of replacement property of the Project has been completed and approved and accepted by the City in accordance with the Lease Agreement, the funds derived from Net Proceeds deposited with the Trustee for such repair, restoration or acquisition of replacement property remaining in the Project Account (other than such portion as is certified by an Authorized Officer of the City as being required to pay remaining Project Costs associated with the repair, restoration or acquisition of replacement property for the Project) shall be deposited into the Lease Payment Fund. However, the Lease Agreement further provides that if the City, in accordance with the terms of the Lease Agreement, elects not to repair, restore or replace the Project or any portion of the Project which has been destroyed, damaged, lost or condemned with the Net Proceeds of any insurance or condemnation award or of any appropriation made in connection with a self-insurance election, an amount equal to the Stipulated Loss Value of the Project, or portion thereof, which is not repaired, restored or replaced shall be applied to the Extraordinary Prepayment of Certificates by depositing such amount to the credit of the Prepayment Fund. If the Net Proceeds are less than the Stipulated Loss Value of the Project, or portion thereof, as the case may be, the deficiency shall constitute Supplemental Rent and shall be immediately due and payable by the City, but only from Available Revenues.

The Stipulated Loss Value attributable to a loss of all of the Project shall be computed as the amount necessary to pay the Principal Component of and Interest Component on the Certificates on the next succeeding Extraordinary Prepayment Date. In the event that less than all of the Project then subject to the Lease Agreement suffers such a loss, damage or destruction, the Stipulated Loss Value shall be the product of (i) the result computed by the foregoing sentence multiplied by (ii) a fraction, the numerator of which is the original Cost of the portion of the Project suffering such loss, damage or destruction and the denominator of which is the aggregate Project Cost for the entire Project then subject to the Lease Agreement, including those items suffering such loss, damage or destruction. In each case, the Stipulated Loss Value shall also include any Supplemental Rent, or portion thereof, as the case may be, then due under the Lease Agreement.

Upon payment by the City of the Stipulated Loss Value, such Stipulated Loss Value shall be deposited to the credit of the Prepayment Fund for the sole benefit of the Owners of the Certificates. In the event of payment of the Stipulated Loss Value of a portion of the Project and the Certificates relating thereto, the schedule of Basic Rent Payments in the Lease Schedule for the Project shall be adjusted downward by the Trustee to reflect the reduction in the Principal Component and Interest Component and the remaining Basic Rent resulting from such Extraordinary Prepayment. Such adjustment shall be done in such manner as to match remaining aggregate payments of Basic Rent with principal of and interest coming due on the Certificates that remain Outstanding, the proceeds of which were used to finance or refinance the acquisition and construction of such portion of the Project as shall remain.

It should be noted that if Completion Certificates and/or Refunding Certificates are Outstanding at the time the Series 2015 Certificates are subject to Extraordinary Mandatory Prepayment, amounts available to accomplish such Extraordinary Mandatory Prepayment may be required to be applied ratably to accomplish the Extraordinary Mandatory Prepayment of all Outstanding Certificates.

### Mandatory Prepayment

The Series 2015 Term Certificates maturing on January 1, 20\_\_ shall be subject to mandatory prepayment, without Prepayment Premium, commencing on January 1, 20\_\_ from Amortization Installments in the amounts and in the years set forth below (the Trustee shall select such Series 2015 Certificates by lot in such manner as it deems appropriate):

<u>Payment Date</u> <u>(January 1)</u>	<u>Amortization Installment</u> \$
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\*

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\*Final Maturity

### Provisions Regarding Selection and Partial Prepayment

When Series 2015 Certificates are to be selected for prepayment by lot, selection of the Series 2015 Certificates for prepayment shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Series 2015 Certificate to be prepaid shall be in the principal amount of \$5,000 or any whole multiple thereof, and that in selecting portions of Series 2015 Certificates for prepayment, the Trustee shall treat each such Series 2015 Certificate as representing that number of Series 2015 Certificates which is obtained by dividing the principal amount with respect to such Series 2015 Certificate by \$5,000.

### Notice of Prepayment

When prepayment of Series 2015 Certificates is authorized or required pursuant to the Trust Agreement, the Trustee shall give notice of prepayment to the Owners thereof, at the expense of the City. Such notice shall state: (i) the CUSIP numbers of all Series 2015 Certificates being prepaid, (ii) the original issue date of such Series 2015 Certificates, (iii) the maturity date, series and rate of interest borne by each Series 2015 Certificate being prepaid, (iv) the prepayment date, (v) the Prepayment Price, (vi) the date on which such notice is mailed, (vii) if less than all Outstanding Series 2015 Certificates are to be prepaid, the certificate number (and, in the case of a partial prepayment of any Series 2015 Certificate, the principal amount) of each Series 2015 Certificate to be prepaid, (viii) that on such prepayment date there shall become due and payable upon each Series 2015 Certificate to be prepaid the Prepayment Price thereof, or the Prepayment Price of the specified portions of the principal thereof in the case of Series 2015

Certificates to be prepaid in part only, together with interest accrued thereon to the prepayment date, and that from and after such date interest thereon shall cease to accrue and be payable, (ix) that the Series 2015 Certificates to be prepaid, whether as a whole or in part, are to be surrendered for payment of the Prepayment Price at the designated corporate trust office of the Trustee at an address specified, and (x) the name and telephone number of a person designated by the Trustee to be responsible for such prepayment. Notice of such prepayment shall be given by first class mail, postage prepaid, not more than sixty (60) days or fewer than thirty (30) days prior to said date of prepayment, to the Owners of any Series 2015 Certificates to be prepaid. Any defect in such notice as mailed shall not affect the validity of the proceedings for the prepayment of the Series 2015 Certificates for which proper notice has been given.

If at the time of mailing of notice of an optional prepayment, the City shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem or purchase all the Certificates called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption or purchase date, and such notice shall be of no effect unless such moneys are so deposited.

In addition to such mailing of the notice, further notice of redemption shall be given by the Trustee to certain registered securities depositories and information services as set forth in the Trust Agreement, but failure to provide such further notice shall not in any manner defeat the effectiveness of a call for prepayment if notice thereof is given as described in the paragraph above. See the form of Trust Agreement included herein as Appendix C for further details regarding notice of prepayment.

#### Acceleration

The Trust Agreement permits the Principal Component of the Series 2015 Certificates to be accelerated upon the occurrence of an Event of Default thereunder. See [“CERTIFICATE INSURANCE” and] the form of Trust Agreement included herein as Appendix C.

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## ESTIMATED SOURCES AND USES OF FUNDS

The following table presents the estimated sources and uses of funds in connection with the issuance of the Series 2015 Certificates:

### Sources of Funds:

Principal Amount of Series 2015 Certificates	\$
[Less Original Issue Discount]	(      )
Plus Original Issue Premium	<u>                    </u>
Total Sources of Funds	<u><u>\$                    </u></u>

### Uses of Funds:

Deposit to Project Account	\$
Reimbursement to City <sup>(1)</sup>	
Deposit to Capitalized Interest Account	
[Deposit to Reserve Account]	
Deposit to Cost of Issuance Account <sup>(2)</sup>	<u>                    </u>
Total Uses of Funds	<u><u>\$                    </u></u>

<sup>(1)</sup> For Project costs incurred prior to the date of issuance of the Series 2015 Certificates.

<sup>(2)</sup> Includes Underwriter's discount, fees of Special Counsel and Disclosure Counsel, Financial Advisor, [Municipal Bond Insurance Policy and Reserve Account Surety Bond premiums], ratings, printing and other related costs of issuance.

## CERTIFICATE PAYMENT REQUIREMENTS

Payment requirements on the Series 2015 Certificates, and the corresponding dates such payments are due, are as follows:

<u>Payment Date</u>	Principal/Amortization <u>Installment</u>	<u>Interest</u>	<u>Total</u>
	\$	\$	\$

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

**SECURITY FOR THE SERIES 2015 CERTIFICATES**

**General**

The Parking Garage Land on which the Parking Garage is located is required by the City Charter of the City to be used for the benefit of the public at large. **ONLY THE PARKING GARAGE LAND AND THE PARKING GARAGE WILL BE SUBJECT TO SURRENDER UPON AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE AGREEMENT. THE PARKING GARAGE MUST BE USED THROUGHOUT THE GROUND LEASE TERM AS A PUBLIC PARKING GARAGE FOR THE BENEFIT OF THE PUBLIC AT LARGE. THE PORTION OF THE PROJECT OTHER THAN THE PARKING GARAGE, CONSISTING OF THE ROADWAYS, TOGETHER WITH RELATED UTILITY LINES AND DRAINAGE IMPROVEMENTS,[ SIGNALIZATION] AND LANDSCAPING AND PARKING SPACES ON THE ROADWAYS, IS NOT BE SUBJECT TO SURRENDER OR THE EXERCISE OF REMEDIES BY THE TRUSTEE UPON AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE AGREEMENT. See “SUMMARY OF LEASE-PURCHASE PLAN,” “RISK FACTORS,” AND “SUITABILITY FOR INVESTMENT” HEREIN.**

## **Funds Appropriated for Basic Rent Payments**

The Basic Rent Payments and, consequently the Certificate Payments, and all other amounts required to be paid by the City pursuant to the Lease Agreement will be payable solely from Available Revenues appropriated annually by the City as part of its yearly budgeting process. See “SECURITY FOR THE SERIES 2015 CERTIFICATES—Non-Appropriation and Remedies” herein. There shall be credited against such obligation moneys, if any, on deposit with the Trustee in certain Pledged Funds pledged under the Trust Agreement.

Available Revenues are defined in the Trust Agreement as the moneys and revenues of the City legally available in any Fiscal Year to make the Lease Payments, which includes non-ad valorem revenues of the City and ad valorem tax revenues of the City which are legally available to make Lease Payments. The Available Revenues are not pledged to payment of the Series 2015 Certificates. The City has pledged certain of its non-ad valorem revenues to existing bonded indebtedness of the City and has entered into subject to annual appropriation equipment leases. See “APPENDIX A—General Information Regarding the City” and “APPENDIX E—Excerpts from the Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2014” for a description of such indebtedness. The City’s non-ad valorem revenues are also used to pay certain of the City’s operating and capital outlay costs. The City may issue additional indebtedness secured by a pledge of its non-ad valorem revenues without the consent of the Owners of the Series 2015 Certificates.

**See “DESCRIPTION OF THE CITY—Budget Process” and “RISK FACTORS—Recent Legislative Initiatives” herein.**

The payment obligations of the City under the Lease Agreement are subject to annual appropriation and the Lease Agreement shall be terminated upon the occurrence of an Event of Non-Appropriation. An Event of Non-Appropriation will occur if, for any Fiscal Year, the City enacts an annual Budget in accordance with the Act which does not provide sufficient funds (after taking into account any amounts credited or available for credit pursuant to the Lease Agreement) to continue making Lease Payments in full for the next succeeding Renewal Lease Term beyond the end of the Initial Lease Term or the last Renewal Lease Term for which Lease Payments have been budgeted and appropriated, and the Lease Agreement shall terminate as of the last day of the then-current Initial Lease Term or Renewal Lease Term. Notwithstanding the foregoing, however, in the event the Budget for such ensuing Renewal Lease Term is not enacted prior to expiration of the then-current Initial Lease Term or Renewal Lease Term, the Lease Term relating thereto shall be deemed renewed and the occurrence of the Event of Non-Appropriation shall be deemed suspended pending the enactment of such Budget. In addition, the City shall be liable for any Lease Payments coming due during such period from Available Revenues, to the extent the prior Budget makes such Available Revenues available to the City for that purpose.

Upon the termination of the Lease Agreement as a result of an Event of Non-Appropriation, the City is required to surrender possession of the Parking Garage Land and the Parking Garage, subject to the limitations set forth in the Ground Lease and the Lease Agreement. See “General” above. Remedies available to the Trustee upon an Event of Default or an Event of Non-Appropriation under the Lease Agreement are set forth in the Lease Agreement

and the Trust Agreement included herein as Appendix C and summarized herein under “SUMMARY OF LEASE-PURCHASE PLAN—‘Lease Agreement’ and —‘Trust Agreement.’”

While the City is not legally obligated to do so, it has indicated in the Lease Agreement that it is its present intent to continue the Lease Agreement for the Maximum Lease Term. Subject to the right of non-appropriation, the City has agreed in the Lease Agreement to cause the City Manager of the City to provide for the Lease Payments coming due in the following Fiscal Year in his or her annual Budget recommendation in accordance with the Act and to take such action as may be necessary to include all such Lease Payments (other than Lease Payments to the extent paid from Certificate proceeds or other funds then on deposit in the Lease Payment Fund) due under the Lease Agreement in its annual Budget. See “SUMMARY OF LEASE-PURCHASE PLAN—Lease Agreement” herein.

THE PAYMENTS DUE FROM THE CITY UNDER THE LEASE AGREEMENT ARE TO BE MADE ONLY FROM AVAILABLE REVENUES APPROPRIATED BY THE CITY FOR SUCH PURPOSE, AND NEITHER THE CITY, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE TO THE CORPORATION OR THE TRUSTEE UNDER THE LEASE AGREEMENT FROM SOURCES OTHER THAN APPROPRIATED REVENUES, AND THE FAITH AND CREDIT OF THE CITY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER THE LEASE AGREEMENT. THE OBLIGATIONS ARISING UNDER THE LEASE AGREEMENT DO NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY, OR THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

### **Basic Rent Payments and Deposits with the Trustee**

The City agrees to pay as lease rental under the Lease Agreement for the Land and the Project the Basic Rent Payments no later than the Basic Rent Payment Dates as set forth in the Lease Schedule, as the same may be modified or amended from time to time following any prepayment of Basic Rent. Basic Rent Payments consist of a Principal Component and an Interest Component which shall be stated in the Lease Schedule (although only an Interest Component may be payable on certain Basic Rent Payment Dates). All Basic Rent Payments shall be paid in arrears on the Basic Rent Payment Dates. The City shall pay the Basic Rent to the Trustee at its Principal Office and the Trustee shall apply such payments as provided in the Trust Agreement.

To assure timely payment of each Basic Rent Payment, the City must deposit with the Trustee, on the fifteenth (15th) day of the month preceding each Payment Date after the commencement of the City’s obligation to pay Basic Rent Payments from Available Revenues as set forth in the Lease Schedule an amount of Available Revenues equal to the Basic Rent Payment coming due on the next Basic Rent Payment Date. However, no deposits of Available Revenues need be made by the City with the Trustee prior to the next Basic Rent Payment Date when the moneys held in the Interest Account in the Lease Payment Fund are equal to the Interest Component of the Basic Rent Payment coming due on the next Basic Rent Payment Date on which the Interest Component becomes due, and the moneys held in the Principal Account in

the Lease Payment Fund are equal to the Principal Component of the Basic Rent Payment coming due on the next Basic Rent Payment Date on which the Principal Component becomes due.

### **Capitalized Interest**

Pursuant to the Trust Agreement, the Trustee is directed to establish the Capitalized Interest Account in the Project Fund under the Trust Agreement. Funds in the Capitalized Interest Account shall be transferred to the Interest Account in the Lease Payment Fund on each Interest Payment Date in an amount necessary to pay the interest accruing on the Series 2015 Certificates on such Interest Payment Dates through on or about July 1, 2016. Such transfer shall be made on the Business Day prior to each Payment Date for the Series 2015 Certificates until the Capitalized Interest Account is closed.

### **[No] Reserve Account**

(a) (i) [Alternative #1: The Reserve Account shall be initially funded by the deposit of moneys from the proceeds of the sale of the Series 2015 Certificates [a Reserve Account Surety Bond], in a total amount which equals the Reserve Requirement as it exists on the date of issuance of the Series 2015 Certificates. \$\_\_\_\_\_.]

[Alternative #2: The Reserve Account does not secure the Series 2015 Certificates. If a series of Completion Certificates or Refunding Certificates hereafter issued is intended to be secured by the Reserve Account, as evidenced by the Supplemental Trust Agreement relating to such series of Certificates, the applicable Supplement Trust Agreement will set forth the applicable Reserve Account Requirement for such series of Certificates and provisions relating to the application of funds in the Reserve Account.]

[The following provisions will be included if Alternative #1 is used]

[(ii) If a series of Completion Certificates or Refunding Certificates hereafter issued is intended to be secured by the Reserve Account, the Reserve Account shall be fully funded on the date of issuance thereof in an amount equal to the Reserve Requirement therefor and for any other Certificates Outstanding and secured by the Reserve Account in accordance herewith and the related Lease Schedule.

(iii) Separate subaccounts in the Reserve Account shall be established in the Reserve Account to distinguish Taxable Certificates from Certificates hereafter issued as Certificates the interest on which is intended to be excluded from gross income for Federal income tax purposes (referred to in section as "Tax-Exempt Certificates"). Such subaccounts shall be subject to the provisions of Section 6.07 of the Trust Agreement unless otherwise provided in the Supplemental Trust Agreement relating to the series of Certificates secured thereby. Unless otherwise provided in the Supplemental Trust Agreement relating to a series of Completion Certificates or Refunding Certificates, amounts in a subaccount in the Reserve Account securing Tax-Exempt Certificates shall not be used to make payments of the Interest Component or Principal Component of Basic Rent Payments allocable to Taxable Certificates, unless the City obtains an opinion of Special Counsel permitting such monies to be applied for that purpose.

(b) If on any Payment Date, after exhausting the amounts in the Capitalized Interest Account relating to Certificates secured by the Reserve Account, the amounts in the Interest Account or the Principal Account are less than the interest, principal and Amortization Installments then due in relation to the Certificates secured by the Reserve Account, the Trustee shall transfer, from the Reserve Account (or subaccounts therein), to the Interest Account or Principal Account, an amount sufficient to make up any deficiency therein, subject to the provisions of Section (a)(iii) above. In the event of any such transfer, except subsequent to an Event of Non-Appropriation, the Trustee, shall, within five (5) days after making such transfer, provide written notice to the City of the amount and date of such transfer and the City shall, within twelve (12) months of receipt of such written notice, pay to the Trustee from Available Revenues budgeted and appropriated as Supplemental Rent, for deposit into the Reserve Account (or subaccounts therein), an amount necessary to cause the moneys in the Reserve Account (or subaccounts therein) to be equal to the Reserve Requirement applicable thereto.

(c) The Trustee is hereby authorized to accept [the initial Reserve Account Surety Bond and] at any time any [subsequent] Reserve Account Surety Bond in satisfaction of the Reserve Requirement for the Reserve Account pursuant to Section 4.03(g) of the Lease Agreement. The Insurer providing the Reserve Account Surety Bond shall be rated in one of the two highest categories by one of two nationally recognized rating agencies, or any combination thereof, at the time of deposit of the Reserve Account Surety Bond it issues. To the extent necessary to comply with this Section, the Trustee is hereby directed to take any and all actions required to draw on initial Reserve Account Surety Bond and any subsequent Reserve Account Surety Bond deposited in the Reserve Account. If a disbursement is made from a Reserve Account Surety Bond, the City shall cause the maximum limits of such Reserve Account Surety Bond to be reinstated as soon as it is able following such disbursement, from Available Revenues budgeted and appropriated as Supplemental Rent, and prior to funding any cash requirement of the Reserve Account, by depositing funds in the amount of the disbursement made under such instrument with the issuer thereof, together with interest thereon to the date of reimbursement at the rate set forth in such Reserve Account Surety Bond, but in no case greater than the maximum rate of interest permitted by law.

(d) Moneys in the Reserve Account shall only be used for the purpose of making up deficiencies in the Interest Account or Principal Account (or subaccounts therein) in the event that moneys therein are less than the Interest Component and Principal Component of Basic Rent Payments then due on any Payment Date with respect to the Certificates secured by the Reserve Account (or subaccounts therein), subject to the provisions of (a)(iii) above.

(e) If on any Payment Date, the amount of all payments due and payable on the Certificates secured by the Reserve Account (or a subaccounts therein) exceeds the amount on hand in the Interest Account and the Principal Account (or subaccounts therein) relating to the Certificates secured by the Reserve Account, taking into account any transfers made from the Reserve Account (or subaccounts therein) pursuant to Sections 6.07(a) and 6.07(b) of the Trust Agreement, the Trustee shall apply the moneys on hand therein first, to the payment of all past due interest with respect to such Certificates secured by the Reserve Account or subaccounts therein, and, second, to the payment of that portion of the unpaid principal or Amortization Installment of such Certificates which is then past due, pro rata if necessary, in all cases subject to the provisions of (a)(iii) above.

(f) Whenever the moneys in the Lease Payment Fund, including the Reserve Account, shall be sufficient to pay the principal of, Amortization Installments and interest coming due on all Outstanding Certificates, moneys in the Reserve Account shall be deposited to the Interest Account and Principal Account as required to pay such Certificates, subject to the provisions of (a)(iii) above, and no further Basic Rent Payments shall be required under the Lease Agreement.

(g) If, after the date Certificates are prepaid pursuant to the provisions of Article V and Section 6.09 of the Trust Agreement, the amounts in the Reserve Account exceed the Reserve Requirement applicable thereto then in effect, adjusted to reflect such prepayment, or the Reserve Requirement is decreased for any other reason, the Trustee shall deposit such excess to the Interest Account, subject to the provisions of (a)(iii) above. In the event that the Trustee receives written notice from the Corporation or the Rebate Analyst stating that the amount of interest and other income earned from the investment of moneys in the Reserve Account (“Reserve Account Income”) exceeds the yield (as defined in Section 148(h) of the Code) on the Tax-Exempt Certificates and stating the amount of such excess yield, then (1) such Reserve Account Income constituting such excess yield shall be transferred and deposited into the Earnings Fund as set forth in Section 6.08 of the Trust Agreement, and (2) except as provided in the foregoing (1), which shall not apply when only Taxable Certificates are Outstanding, all Reserve Account Income shall transferred to the Interest Account subject to the provisions of (a)(iii) above.]

#### [Initial Reserve Account Surety Bond

Concurrently with the issuance of the Series 2015 Certificates, the Series 2015 Insurer will issue a Reserve Account Surety Bond in a face amount equal to the Reserve Requirement. To evidence its obligation to reimburse the Series 2015 Insurer for amounts drawn on the Reserve Account Surety Bond the City and the Series 2015 Insurer will enter into a Financial Guaranty Agreement. The premium on the Reserve Account Surety Bond is to be fully paid at or prior to the issuance and delivery of the Series 2015 Certificates. The Reserve Account Surety Bond provides that upon the receipt by the Series 2015 Insurer of a claim for payment executed by the Trustee certifying that provision for the payment of principal or interest on the Series 2015 Certificates when due has not been made the Series 2015 Insurer will promptly deposit funds with the Trustee sufficient to enable the Trustee to make such payments due on the Series 2015 Certificates, but in no event exceeding the Policy Limit (as defined in the Reserve Account Surety Bond) (which is an amount equal to the Reserve Requirement as it exists on the date of issuance of the Series 2015 Certificates).

Pursuant to the terms of the Reserve Account Surety Bond, the amount of the Reserve Account Surety Bond is automatically reduced to the extent of each payment made by the Series 2015 Insurer under the terms of the Reserve Account Surety Bond and the City is required to reimburse the Series 2015 Insurer for any draws under the Reserve Account Surety Bond with interest. Upon such reimbursement, the Reserve Account Surety Bond is reinstated to the extent of each principal reimbursement up to but not exceeding the Policy Limit. Also, see “CERTIFICATE INSURANCE” herein for a description of the Series 2015 Insurer.]

## **Assignment Agreement**

Pursuant to the Assignment Agreement, the Corporation will absolutely and irrevocably assign to the Trustee, for the benefit of the Owners of the Series 2015 Certificates, all of its right, title and interest in the Ground Lease Agreement, including, without limitation, the right to receive Lease Payments, any prepayments thereof and any other amounts required to be paid by the City under the Lease Agreement, but excluding certain retained indemnification rights and the rights to enter into certain amendments to the Lease Schedule and its obligations under Section 6.03 of the Lease Agreement.

## **Completion Certificates and Refunding Certificates**

Completion Certificates may be issued as provided in Section 4.12 of the Trust Agreement for the purposes of (a) completing the Project, (b) funding the Reserve Account in an amount equal to the Reserve Requirement, if any, as same exists at the time of issuance of the Completion Certificates, as specified in the related amended Lease Schedule, (c) funding capitalized interest on the Completion Certificates, and (d) paying the Costs of Issuance of the Completion Certificates. Refunding Certificates may be issued as provided in Section 4.13 of the Trust Agreement for the purposes of (a) refinancing the Costs of the Project, (b) funding the Reserve Account in an amount equal to the Reserve Requirement, if any, as same exists at the time of issuance of the Refunding Certificates, as specified in the related amended Lease Schedule, and (c) paying the Costs of Issuance of the Refunding Certificates. Such Completion Certificates and/or Refunding Certificates may be issued only upon compliance with the requirements of the Trust Agreement, including delivery of certain certificates of officials and opinions of legal counsel. The aggregate principal amount of Completion Certificates and Refunding Certificates that can be issued under the Trust Agreement is not limited. Each series of Completion Certificates and Refunding Certificates will rank on a parity with the Outstanding Series 2015 Certificates and be equally and ratably secured under the Trust Agreement with all Certificates issued and Outstanding thereunder. See the form of the Trust Agreement included in Appendix C hereto for additional information regarding Completion Certificates and Refunding Certificates.

[Pursuant to the Trust Agreement, the written consent of the Series 2015 Insurer is required prior to the issuance of Completion Certificates or Refunding Certificates (other than Refunding Certificates issued for debt service savings).]

### **[Series 2015 Insurer's Rights**

While the Series 2015 Insurer is not in default under the Municipal Bond Insurance Policy securing the Series 2015 Certificates (the "Series 2015 Municipal Bond Insurance Policy"), the Series 2015 Insurer shall be deemed the Holder of the Series 2015 Certificates Outstanding for all matters in the Trust Agreement requiring the consent of the Holders of the Series 2015 Certificates.

The information regarding the Series 2015 Insurer under the caption "CERTIFICATE INSURANCE" has furnished by the Series 2015 Insurer for use in this Offering Statement. Reference is made to Appendix F herein for a specimen of the Series 2015 Municipal Bond Insurance Policy. NO REPRESENTATION IS MADE BY THE CITY OR THE

CORPORATION AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION OR THAT THERE HAS NOT BEEN ANY MATERIAL ADVERSE CHANGE IN SUCH INFORMATION SUBSEQUENT TO THE DATE OF SUCH INFORMATION. NEITHER THE CITY NOR THE CORPORATION HAS MADE ANY INVESTIGATION INTO THE FINANCIAL CONDITION OF THE SERIES 2015 INSURER, AND NO REPRESENTATION IS MADE AS TO THE ABILITY OF THE SERIES 2015 INSURER TO MEET ITS OBLIGATIONS UNDER THE MUNICIPAL BOND INSURANCE POLICY. See “RISK FACTORS—Series 2015 Insurer.”]

**[CERTIFICATE INSURANCE]**

[To Follow]

**SUMMARY OF LEASE-PURCHASE PLAN**

**General**

Reference is made to “SECURITY FOR THE SERIES 2015 CERTIFICATES--General” for a description of the portions of the Project that are subject to surrender and the limitations on the exercise of remedies in connection therewith. This section only summarizes the lease-purchase plan with respect to the Series 2015 Certificates. Reference is made to “APPENDIX C—Forms of Ground Lease, Lease Agreement and Trust Agreement,” which should be read in its entirety, for a definitive description of the lease-purchase plan. See also “RISK FACTORS” and “SUITABILITY FOR INVESTMENT.”

**Ground Lease**

The City owns the Land on which the Project will be located. Pursuant to the Ground Lease, the City will lease the Land to the Corporation, subject to Permitted Encumbrances (as defined in the Ground Lease). The initial lease term of the Ground Lease for the Land shall commence on the date of the delivery of the Ground Lease (the “Commencement Date”) and shall end on the final maturity date of the Series 2015 Certificates (the “Initial Ground Lease Term”). If there shall have occurred an Event of Default or Event of Non-Appropriation under the Lease Agreement and any Series 2015 Certificates remain Outstanding at the end of the Initial Ground Lease Term, then the term of the Ground Lease shall be automatically renewed for an additional term of ten (10) years, at a fair market rental to be determined, adjusted and paid in the manner set forth in the Ground Lease and described below. The period during which this Ground Lease is maintained in effect is referred to as the “Ground Lease Term.” Neither an Event of Default nor an Event of Non-Appropriation under the Lease Agreement shall operate to terminate the Ground Lease.

Notwithstanding the foregoing, the Ground Lease Term may be terminated by the City on any date prior to the end of the Initial Ground Lease Term or any renewal thereof, upon not less than ten (10) days prior written notice to the Corporation, (a) upon prepayment of the Certificates pursuant to Section 4.06 of the Lease Agreement and full performance and satisfaction of the City’s obligations under the Lease Agreement and no Certificates are outstanding, or (b) upon

the provision for payment of all Lease Payments under the Lease Agreement pursuant to Section 4.06 of the Lease Agreement and no Certificates are Outstanding, together in each case with payment of the sum of One Dollar (\$1.00) or (c) upon such other date following termination of the Lease Agreement as a result of Event of Default or Event of Non-Appropriation that the Trustee has, through application of sums received from the use of the Parking Garage Land and the Parking Garage as permitted in Section 5 of the Ground Lease, fully paid all Certificates theretofore Outstanding and all other amounts due and owing under the Lease Agreement.

So long as no Event of Default or Event of Non-Appropriation shall have occurred under the Lease Agreement, the Corporation shall pay to the City as rental for the Land the sum of One Dollar (\$1.00) per annum, which sum shall be due in advance on the Commencement Date (pro-rated) and annually thereafter on the first day of each renewal Lease Term (the "Ground Rent"). At the option of the Corporation, the Corporation may prepay all or a portion of the Ground Rent payable under the Ground Lease for the entire Initial Ground Lease Term from the proceeds of sale of the Series 2015 Certificates or otherwise.

From and after the date of occurrence of an Event of Default or Event of Non-Appropriation under the Lease Agreement, the Trustee shall pay as and for rental for the Land an amount equal to the fair market rental for the Parking Garage Land. The fair market rental shall be deemed to be the greater of one dollar (\$1.00) per annum or the difference between (i) the amount actually received from any re-leasing of the Parking Garage Land for a given period and (ii) the amounts due and payable as Basic Rent Payments and Supplemental Rent for the Maximum Lease Term not theretofore paid by or for the account of the City. In the event the City disagrees with such valuation, it may submit the matter to binding arbitration, and the fair rental value shall be determined pursuant to such arbitration proceedings.

Upon the Commencement Date and throughout the Ground Lease Term, fee title to the Land shall be in the name of the City, subject to Permitted Encumbrances, title to all Equipment, furniture and fixtures on the Land shall at all times remain with the City and title to the Facilities constructed on the Land shall be with the Corporation and remain therein until the earlier of (i) the date on which the Series 2015 Certificates are no longer Outstanding under the Trust Agreement, and (ii) the end of the term of the Ground Lease.

The Corporation shall at all times during the Ground Lease Term have a valid and enforceable leasehold estate in the Project with full right to vest the use, enjoyment and possession of such leasehold estate therein in the Trustee and the Trustee shall have the right to vest such estate in the Parking Garage Land in a Permitted Transferee as provided in the Ground Lease.

In the Ground Lease, the parties agree that unless there shall have occurred an Event of Default or an Event of Non-Appropriation under the Lease, the Land shall be used solely for municipal purposes and shall not be used for a purpose that would subject the interest component of the Certificates (other than Taxable Certificates) to be included in gross income for Federal income tax purposes; provided, however, during the Ground Lease Term, the Parking Garage Land and the Parking Garage must always be used in a manner that provides a benefit to the public at large and the portion of the Land developed as Roadways (together with related utility and drainage lines, [signalization] and landscaping) and parking spaces must always be used as public roads and public parking spaces, as applicable. Unless there shall have occurred an Event

of Default or Event of Non-Appropriation under the Lease, no assignment of the Ground Lease or mortgage or subletting of the Parking Garage Land may be made except as provided in the Assignment Agreement, the Lease, the Trust Agreement, in any agreement with an Insurer, if any, and in the Ground Lease. The Land on which the portion of the Project consisting of the Roadways, together with related utility lines and drainage improvements, [signalization] and landscaping and parking spaces on the Roadways, is located is not subject to surrender upon an Event of Non-Appropriation of an Event of Default under the Lease.

In the event that there shall have occurred an Event of Default or Event of Non-Appropriation under the Lease, then the Corporation's interest in the Parking Garage Land subject to the Ground Lease may, without consent of the City, be assigned, mortgaged or sublet by the Trustee to any third party, including any Insurer (a "Permitted Transferee"), who may alter, modify, add to or delete from the Parking Garage existing from time to time on the Parking Garage Land, subject to the requirements of the first sentence of the paragraph above; provided, however, the fee title to the Parking Garage Land shall not be encumbered by, or subject to, any leasehold mortgage of the Corporation's interest in the Ground Lease, and any assignment or sublease shall not relieve the Corporation of any of its duties or obligations under the Ground Lease without the City's prior written consent. After the termination of the Lease Term of the Lease, unless the Ground Lease Term shall have terminated, if the Trustee proposes to assign, sublet or mortgage any portion of the Corporation's interest in the Parking Garage Land subject to the Ground Lease, the Trustee shall provide written notice to the City containing the names and addresses of the assignee(s), sublessee(s) or mortgagee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of an assignment, sublease or leasehold mortgage to a Permitted Transferee.

Possession and use of the Land, together with all improvements thereon, shall, upon the last day of the Ground Lease Term automatically revert to the City free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of the Ground Lease Term, the Corporation shall peaceably and quietly surrender to the City the Land together with any improvements located in or upon the Land. Upon such surrender of the Land, the Corporation, at the reasonable request of the City, shall execute an instrument in recordable form evidencing such surrender and shall deliver to the City all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Land in the possession of the Corporation.

The form of the Ground Lease is included herein as Appendix C and reference is made thereto for a complete description of the terms and conditions thereof.

## **Lease Agreement**

### Lease Term

Subject to an Event of Default or an Event of Non-Appropriation or the earlier prepayment of Lease Payments, as described below, the Lease Agreement will be extended for successive one-year periods. The period commencing on the Commencement Date and ending on the final maturity date of the Series 2015 Certificates is referred to herein as the "Maximum Lease Term."

### Lease Payments

During the Initial Lease Term and each Renewal Lease Term, the City is obligated to make specified rental payments (the “Basic Rent Payments”) from monies appropriated by the City for Lease Payments. Basic Rent Payments are due on or before the fifteenth day of each January and July (the “Basic Rent Payment Dates”) and shall be payable in arrears. A portion of certain Basic Rent Payments is designated as principal (the “Principal Component”) and a portion of each Basic Rent Payment is designated as interest (the “Interest Component”).

In addition to the Basic Rent, the City agrees to pay, as provided in the Lease Agreement, Supplemental Rent. The term “Supplemental Rent” includes, but is not limited to, any Prepayment Premium attributable to the Series 2015 Certificates, all payments required by the Trust Agreement and the Lease Agreement to be payable for Extraordinary Prepayment not covered by insurance or condemnation proceeds, payment of taxes, assessments or other governmental charges, the fees and expenses (including counsel fees) incurred by the Trustee pursuant to the Trust Agreement, and all fees and expenses of the Corporation relating to the lease of the Project or to its corporate existence (including legal fees). Supplemental Rent is payable by the City only from Available Revenues. Basic Rent, Supplemental Rent and all other amounts owing under the Lease Agreement which are payable by the City (excluding Refunding Rent) are collectively referred to herein as “Lease Payments.”

### Non-Appropriation and Remedies

The City does not expect its need for the Project under the Lease Agreement to diminish during the Maximum Lease Term. See “THE PROJECT.” However, the Certificate Payments and the payments due from the City under the Lease Agreement do not constitute a general obligation or a pledge of the faith and credit of the Corporation, the City, the State of Florida, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. The City is not obligated to appropriate funds for Lease Payments. If appropriated, Lease Payments will be a current obligation of the City.

If, for any Fiscal Year, the City enacts an annual Budget in accordance with the Act which does not provide sufficient funds (after taking into account any amounts credited or available for credit pursuant to the Lease Agreement) to continue making Lease Payments in full for the next succeeding Renewal Lease Term beyond the end of the Initial Lease Term or the last Renewal Lease Term for which Lease Payments have been budgeted and appropriated, such action shall constitute an Event of Non-Appropriation and the Lease Agreement shall terminate as of the last day of the then-current Initial Lease Term or Renewal Lease Term. However, in the event the budget for such ensuing Renewal Lease Term is not enacted prior to expiration of the then-current Initial Lease Term or Renewal Lease Term, the Lease Term relating thereto shall be deemed renewed and the occurrence of the Event of Non-Appropriation shall be deemed suspended pending the enactment of such Budget. In addition, the City shall be liable for any Lease Payments coming due during such period from Available Revenues, to the extent the prior Budget makes such Available Revenues available to the City for that purpose.

For each day that the City remains in possession of the Project beyond the date of expiration of the current Initial Lease Term or Renewal Lease Term, the City shall pay damages

under the Lease Agreement in an amount equal to the Lease Payments which would have accrued under the Lease Agreement, calculated on a daily basis, for any such period during which the City fails to vacate or surrender the Project; provided that such payments shall be payable solely from Available Revenues. Upon the occurrence of an Event of Non-Appropriation, the City will not be obligated to pay Lease Payments accruing or arising beyond the then-current Fiscal Year, but will not be relieved of any obligations arising or accruing prior to such Event of Non-Appropriation, provided that such payment shall be payable solely from Available Revenues. If an Event of Non-Appropriation shall occur, the City must peaceably vacate and return possession of the Parking Garage Land and the Parking Garage to the Corporation, or its assignee or designee, no later than the end of the then-current Lease Term. **THE GROUND LEASE AND THE LEASE REQUIRE THAT THE PARKING GARAGE BE USED THROUGHOUT THE GROUND LEASE TERM AS A PUBLIC PARKING GARAGE FOR THE BENEFIT OF THE PUBLIC AT LARGE.**

#### Prepayment

The City has the right under the Lease Agreement under certain conditions to prepay all or a portion of its Basic Rent Payments. Any such prepayment of Basic Rent Payments will result in a corresponding prepayment of the Series 2015 Certificates. See “DESCRIPTION OF THE SERIES 2015 CERTIFICATES—Prepayment-Optional Prepayment” herein.

The City may secure the payment of Basic Rent by a deposit with the Trustee, as provided in the defeasance provisions of the Trust Agreement, of either (i) an amount of moneys which is sufficient to pay such Basic Rent, including the Principal Component, Interest Component and Prepayment Premium, if any, on the Basic Rent Payment Dates or Optional Prepayment Dates, if applicable, and any Supplemental Rent which may be due, or (ii) Refunding Securities, together with cash, if required, in such amount as will, together with interest to accrue thereon, be fully sufficient to pay such Basic Rent, including the Principal Component, Interest Component and Prepayment Premium, if any, on their Basic Rent Payment Dates or Optional Prepayment Dates, if applicable, and any Supplemental Rent which may be due. See the forms of Lease Agreement and Trust Agreement included as part of Appendix C.

The City shall be obligated to prepay certain Basic Rent Payments in certain cases from Net Proceeds of any insurance or condemnation award or of any appropriation made in connection with a self-insurance election when the City has elected not to repair, restore or replace the Project or any portion of the Project which has been destroyed, damaged, lost or condemned. See “DESCRIPTION OF SERIES 2015 CERTIFICATES—Prepayment - Extraordinary Mandatory Prepayment” herein.

#### Events of Default

Each of the following events constitutes an “Event of Default” under the Lease Agreement:

- (a) Failure by the City to pay any Basic Rent Payment required to be paid under the Lease Agreement on the Basic Rent Payment Date to which such Basic Rent Payment pertains, other than as a result of an Event of Non-Appropriation; or

(b) Failure by the City to pay any Supplemental Rent required to be paid under the Lease Agreement at the time specified therein other than as a result of an Event of Non-Appropriation; or

(c) The City fails to vacate and return possession of the Parking Garage Land and the Parking Garage to the Corporation, or its designee or assignee, subsequent to an Event of Non-Appropriation as required by the Lease Agreement; or

(d) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), (b) or (c) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Corporation, or its assignee, unless the Corporation, or its assignee, has agreed in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Corporation, or its assignee, will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(e) Any representation of the City in the Lease Agreement or in a Lease Schedule shall prove to have been false in any materially adverse respect at the time it was made, subject to the right of the City to cure such misrepresentation as set forth in (d) above.

Upon the happening of an Event of Default, the Corporation, or its assignee, may exercise any and all remedies available pursuant to law or granted pursuant to the Lease Agreement, including, without limitation:

(i) Except in the case of an Event of Default under (c) above, without terminating the Lease Agreement, re-enter and take possession of the Parking Garage Land and the Parking Garage, or any portion thereof, and exclude the City from using the same until the Default is cured; or

(ii) Except in the case of an Event of Default under (c) above, without terminating the Lease Agreement, re-enter and take possession of the Parking Garage Land and the Parking Garage, or any portion thereof, and sublease the Parking Garage Land and the Parking Garage, or any portion thereof, in accordance with applicable law and the requirement that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large for the remaining term of the Ground Lease, for the account of the City, holding the City liable for the difference between (1) the rent and other amounts paid by the sublessee pursuant to such sublease, and (2) the Lease Payments and other amounts then payable by the City under and pursuant to the Lease Agreement; provided, however, that prior to termination of this Lease Agreement, the Project, or any portion thereof, may be relet or otherwise disposed of only to such Person or Persons as shall not adversely affect the exclusion of the Interest Component of the Basic Rent Payments from gross income for federal income tax purposes (to the extent Certificates the Interest Component of which is intended to be so excluded are then Outstanding); or

(iii) Except in the case of an Event of Default under (c) above, to take whatever action at law or in equity as may appear necessary or desirable to collect the Lease Payments then due and thereafter to become due during the term of the Lease Agreement, or enforce performance and observance of any obligation, agreement or covenant of the City under the Lease Agreement; or

(iv) Terminate the Lease Agreement, if it has not been previously terminated pursuant to the terms thereof, and require the City to vacate, surrender and transfer possession of the Parking Garage Land and the Parking Garage to the Corporation or its assignee, in which event the City shall take all actions necessary to authorize, execute and deliver to the Corporation or its assignee all documents necessary to vest in the Corporation or its assignee all of the City's interest in and to the Parking Garage Land (other than its title thereto) and the Parking Garage, and to discharge any lien created by or pursuant to the Lease Agreement in order that the Corporation or its assignee may release the Parking Garage Land and the Parking Garage in accordance with applicable law and the requirement that the Parking Garage Land and the Parking Garage be used as a public parking garage for the benefit of the public at large for the remaining term of the Ground Lease; and shall upon request by the Corporation or its assignee, transfer any Equipment financed by a Series of Certificates to such location within the State as is specified by the Corporation or its assignee.

In each case, the City shall be responsible for the payment of damages in an amount equal to the Lease Payments which would have accrued under the Lease Agreement, calculated on a daily basis, for any period during which the City fails to vacate and surrender the Parking Garage Land and the Parking Garage or for any other loss suffered by the Corporation or its assignee as a result of the City's failure to vacate and surrender the Parking Garage Land and the Parking Garage, all without prejudice to any remedy which might otherwise be available to the Corporation or its assignee for arrears of Lease Payments or for any breach of the City's covenants contained in the Lease Agreement, payable only from Available Revenues appropriated therefore.

**THE PORTION OF THE PROJECT CONSISTING OF THE ROADWAYS, TOGETHER WITH RELATED UTILITY LINES AND DRAINAGE IMPROVEMENTS, [SIGNALIZATION] AND LANDSCAPING AND PARKING SPACES ON THE ROADWAYS, IS NOT SUBJECT TO SURRENDER OR THE EXERCISE OF REMEDIES BY THE TRUSTEE.**

#### Proceeds of Re-Letting

Moneys received by the Corporation, or its assignee, from the re-letting or other disposition of the Parking Garage Land and the Parking Garage, or any portion thereof, as a result of an Event of Non-Appropriation or an Event of Default shall be the absolute property of the Corporation, or its assignee, and the City shall have no right thereto. In the event that moneys received by the Corporation or its assignee from the re-letting or other disposition of the Parking Garage Land and the Parking Garage exceed the amount necessary to pay the principal of and interest due on the Series 2015 Certificates to the date of payment thereof, together with

all other amounts owing under the Trust Agreement and in regard to the Project, including Trustee fees and expenses, then the Corporation or its assignee shall pay such surplus to the City.

The foregoing does not attempt to completely summarize the provisions of the Lease Agreement. For the complete text of the form of the Lease Agreement, see “Appendix C—Forms of the Ground Lease, Lease Agreement and Trust Agreement.”

## **Trust Agreement**

### Trust Estate Under the Trust Agreement

The Trust Agreement establishes the Trust Estate, which consists of all right, title and interest of the Trustee, as assignee of the Corporation under the Assignment Agreement and under the Lease Agreement for the benefit of the Owners of the Series 2015 Certificates (and Completion Certificates and Refunding Certificates, to the extent applicable), in and to the following:

- (a) All right, title and interest in the funds and accounts established under the Trust Agreement (other than the Rebate Fund, the Costs of Issuance Account and the Supplemental Rent Fund) and the cash, securities and investments of which they are comprised.
- (b) All rights and interest of the Corporation in, to and under the Ground Lease.
- (c) All right, title and interest of the Corporation in, to and under the Lease Agreement and the right to receive the Lease Payments under the Lease Agreement but excluding any rights of indemnification set forth therein, its right to enter into amendments to the Lease Schedule from time to time and its obligation to comply with certain tax covenants in the Lease Agreement.
- (d) All right, title and interest of the Trustee under the Assignment Agreement.
- (e) Any moneys received by the Trustee which are derived from the exercise by the Trustee, as assignee of the Corporation, of any of the remedies under the Trust Agreement, the Ground Lease and the Lease Agreement.
- (f) All property which by the express provisions of the Trust Agreement or the Lease Agreement is required to be subject to the lien of the Trust Agreement, and any additional property that may from time to time expressly be made subject to the lien of the Trust Agreement by the Trustee, the Corporation or the City or anyone authorized to act on their behalf.

### Funds and Accounts

The Trust Agreement provides for the establishment of the following funds and accounts:

(a) Project Fund (which includes the Project Account, the Costs of Issuance Account and the Capitalized Interest Account);

(b) Lease Payment Fund (which includes the Principal Account, the Interest Account and the Reserve Account);

(c) Prepayment Fund;

(d) Rebate Fund;

(e) Earnings Fund; and

(f) Supplemental Rent Fund.

Moneys on deposit in the Costs of Issuance Account in the Project Fund will be funded from proceeds of the sale of the Series 2015 Certificates and paid in accordance with the written instructions of the Corporation and consented to by the City. Moneys on deposit in the Principal Account and the Interest Account in the Lease Payment Fund will be funded from payment of and deposits with respect to Basic Rent and from certain other sources (including capitalized interest, excess Net Proceeds of insurance or condemnation and certain excess construction costs) and disbursed on each Payment Date to pay the Certificate Payments on the Certificates when due and payable under the Trust Agreement. To the extent amounts in the Principal Account and the Interest Account in the Lease Payment Fund are insufficient therefor, the Trustee shall transfer thereto the amount of the deficiency from the Reserve Account of the Lease Payment Fund (to the extent of the funds therein). The Trust Agreement permits accounts and subaccounts to be established in the funds and accounts established thereunder.

#### Application of Earnings

Investment earnings on the funds and accounts held under the Trust Agreement with respect to the Series 2015 Certificates shall be retained in such fund or account.

#### Defeasance and Satisfaction and Discharge

The Trust Estate and the rights granted by the Trust Agreement shall cease, terminate and be void and the Trustee shall cancel and discharge the lien of the Trust Agreement if the principal, Prepayment Premium, if any, and interest due or to become due on the Certificates shall be paid at the times and in the manner stipulated in such Certificates and if all other sums of money due or to become due according to the provisions of the Trust Agreement shall be paid or provision for payment shall be made.

Any Certificates will be deemed to be paid and no longer Outstanding when payment of the principal of and Prepayment Premium, if any, on such Certificates, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon prepayment as provided in the Trust Agreement, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms of the Certificates, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (A) moneys sufficient to make such payment and/or (B) Refunding Securities verified

by an independent certified public accountant selected by the Corporation as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees and expenses of the Trustee pertaining to the Certificates with respect to which such deposit is made.

#### Events of Default

Each of the following events constitutes an "Event of Default" under the Trust Agreement:

(a) Payment of any installment of interest on any Certificate shall not be made when the same shall become due and payable; or

(b) Payment of the principal, Amortization Installment or the Prepayment Premium, if any, of any Certificate shall not be made when the same shall become due and payable, whether at maturity or by proceedings for mandatory prepayment or otherwise; or

(c) Default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Trust Agreement or any Supplemental Trust Agreement and such default shall have continued for thirty (30) days after receipt by the City and the Corporation of a written notice from the Trustee specifying such default and requiring the same to be remedied unless the Trustee has agreed in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City or the Corporation, or its assignee, within the applicable period and diligently pursued until the default is corrected; or

(d) An "Event of Default" shall have occurred under the Lease Agreement, and it shall not have been remedied or waived.

#### Acceleration of Maturities

Upon the happening and continuance of any Event of Default, or an Event of Non-Appropriation under the Lease Agreement, the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding, by notice in writing to the City and the Corporation, shall declare the principal of all Certificates then Outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Certificates or in the Trust Agreement to the contrary notwithstanding. If at any time after the principal of the Certificates shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Trust Agreement, certain actions have been taken to remedy such default to the satisfaction of the Trustee, then and in every such case the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of Certificates not then due and payable by their terms (Certificates then due and payable only

because of a declaration of acceleration under the Trust Agreement shall not be deemed to be due and payable by their terms) and then Outstanding, shall, by written notice to the City and the Corporation, rescind and annul such declaration and its consequences. [The prior written consent of the Series 2015 Insurer is required to accelerate the principal of the Series 2015 Certificates.]

### Enforcement of Remedies

Upon the happening and continuance of any Event of Default, or an Event of Non-Appropriation under the Lease Agreement, then the Trustee may proceed, and upon the written request of the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding, shall proceed, subject to the Trustee being indemnified, to protect and enforce its rights and the rights of the Owners under laws of the State of Florida, under the Trust Agreement, the Ground Lease or the Lease Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained in the Trust Agreement or in aid of execution of any power granted in the Trust Agreement or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel chosen by the Trustee, shall deem most effectual to protect and enforce such rights. The Trustee may also exercise all remedies it or the Corporation may have under law and under the Trust Agreement, the Ground Lease, and the Lease Agreement.

In the enforcement of any remedy under the Trust Agreement, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default under the Trust Agreement becoming and remaining due from the City for principal, interest or otherwise under any of the provisions of the Trust Agreement or of the Certificates, together interest on overdue payments of principal at the rate of interest equal to the then-current weighted average interest rate of the Outstanding Certificates and all reasonable costs and expenses of collection and of all proceedings under the Trust Agreement, without prejudice to any other right or remedy of the Trustee or of the Owners and to recover and enforce any judgment or decree against the City, but solely as provided under the Trust Agreement, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect (but solely from money available for such purposes), in any manner provided by law, the money adjudged or decreed to be payable.

As provided in the Trust Agreement and subject to the limitations thereof, the Trustee, upon an Event of Default or an Event of Non-Appropriation under the Lease Agreement, may take possession of the Parking Garage Land and the Parking Garage, and it shall, if the City relinquishes possession of the Parking Garage Land and the Parking Garage pursuant to the Lease Agreement subsequent to such Event of Default, take possession of the Parking Garage Land and the Parking Garage, in accordance with the provisions of the Trust Agreement. Upon taking possession of the Parking Garage Land and the Parking Garage, the Trustee is authorized to re-let or otherwise dispose of the Corporation's interest in the Parking Garage Land and the Parking Garage, or any portion thereof, for the benefit of the Owners of the Certificates; provided that the Parking Garage Land and the Parking Garage must continue to be used as a public parking garage for the benefit of the public at large and the City must retain title to the Parking Garage Land. See "SECURITY FOR THE SERIES 2015 CERTIFICATES—General,"

“SUMMARY OF LEASE-PURCHASE PLAN—‘Ground Lease’ and ‘Lease Agreement,’” “RISK FACTORS” and “SUITABILITY FOR INVESTMENT” herein.

### Application of Funds

If at any time the money in the Lease Payment Fund shall not be sufficient to pay the interest on or the principal of the Certificates as the same shall become due and payable (either by their terms or by acceleration of maturities under the provisions of the Trust Agreement), the Trustee, subsequent to payment of all reasonable costs and expenses relating to collection of such moneys and reasonable fees and expenses of the Trustee including reasonable legal fees, shall deposit all moneys derived from the re-letting or other disposition of the Parking Garage Land and the Parking Garage, including moneys and damages collected in connection therewith, and all moneys in the Pledged Funds (amounts in the Project Account may, at the discretion of the Trustee, be retained in such account to continue payment of the acquisition and construction of the Project) into a special account established for the sole benefit of the Owners of the Certificates and shall apply moneys in such special account as follows:

- First: to the payment to the Persons entitled thereto of all installments of interest on such Certificates then due and payable in the order in which such installments became due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment, ratably according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in such Certificates;
- Second: to the payment to the Persons entitled thereto of the unpaid principal of any Certificates that shall have become due and payable whether at maturity or upon acceleration, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Certificates due and payable on any particular date, then to the payment ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference;
- Third: to the payment of the interest on and the principal of such Certificates, to the purchase and retirement of such Certificates, and to the prepayment of such Certificates, all in accordance with the provisions of the Trust Agreement; and
- Fourth: to the payment of any surplus moneys to the City.

The foregoing does not attempt to completely summarize the provisions of the Trust Agreement. For the complete text of the form of the Trust Agreement, see “APPENDIX C—Forms of Ground Lease, Lease Agreement and Trust Agreement.”

### **THE CORPORATION**

The Corporation is a not-for-profit Florida corporation formed in 1988 for the purpose of facilitating the lease-purchase and financing of the municipal facilities such as the Project. The sole, non-voting member of the Corporation is the City. The members of the board of directors of

the Corporation, are, ex-officio, the members of the City Commission of the City. Currently, the Mayor of the City serves as President of the Corporation, the Vice-Mayor of the City serves as Vice-President of the Corporation, the Finance Director of the City serves as Treasurer of the Corporation and the City Clerk of the City serves as Secretary of the Corporation. Upon dissolution of the Corporation, all of its assets will be distributed to the City. There is no litigation currently pending or threatened against the Corporation.

SIMULTANEOUSLY WITH THE INITIAL EXECUTION, AUTHENTICATION AND DELIVERY OF THE SERIES 2015 CERTIFICATES, THE CORPORATION WILL MAKE AN ABSOLUTE ASSIGNMENT OF ITS RIGHT, TITLE AND INTEREST UNDER THE LEASE AGREEMENT TO THE TRUSTEE, WITH THE EXCEPTION OF CERTAIN RETAINED INDEMNIFICATION RIGHTS, THE RIGHTS TO ENTER INTO CERTAIN AMENDMENTS TO THE GROUND LEASE, LEASE SCHEDULE AND LEASE AGREEMENT FROM TIME TO TIME, AND OBLIGATIONS TO COMPLY WITH CERTAIN TAX COVENANTS UNDER THE LEASE AGREEMENT. THEREAFTER, THE TRUSTEE WILL COLLECT DIRECTLY ALL OF THE AMOUNTS WHICH ARE THE SOURCE OF AND SECURITY FOR PAYMENT OF THE SERIES 2015 CERTIFICATES. THEREFORE, THE CREDIT OF THE CORPORATION IS NOT MATERIAL TO ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS OFFERING STATEMENT AND FINANCIAL INFORMATION CONCERNING THE CORPORATION HAS NOT BEEN INCLUDED HEREIN.

## **DESCRIPTION OF THE CITY**

### **Background**

The City is a municipal corporation of the State, duly organized and existing under the laws of the State, including the City's Home Rule Charter, adopted in 1957. The City was incorporated in 1947 and is located in northeastern portion of the County, north of the City of Fort Lauderdale, and includes approximately three miles of beachfront. The City covers approximately 25 square miles. In addition to general governmental services, the City also provides community planning and redevelopment, public safety, public works and culture and recreation services to its residents. The City's Parking System, water and sewer, stormwater, sanitation, golf, pier and airpark operations are reported as enterprise funds.

The City is home to approximately 105,000 residents. During peak season (September through March) this number increases to nearly 150,000. The City is also home to over 30 million square feet of industrial/warehouse/distribution space. The City provides access to both the Florida Turnpike and Interstate 95 and is in close proximity to the Fort Lauderdale International Airport. The Pompano Beach Air Park is also home to the Goodyear Blimp. See Appendix A herein for additional information regarding the City.

## **City Government**

The City operates under a Commission/City Manager form of government pursuant to which the Mayor and City Commission hire the City Manager. The City Commission is comprised of six members, each elected for a two-year term, with the exception of the Mayor, who is elected for a four-year term. One member of the City Commission is elected as Mayor by the electors of the City and chairs the City Commission. The City Commission is responsible for legislative duties and the City Manager is responsible for enacting the policies and actions approved by the Commission and overseeing the daily operations of the City.

## **Financial Statements and Annual Audit**

State law requires that an annual audit of all City accounts and records be completed within the number of days following the end of each Fiscal Year specified by State law (currently nine months) by an independent certified public accountant retained by the City. The basic financial statements included in the excerpts from the City's Comprehensive Annual Financial Report for the Year Ended September 30, 2014 (the "CAFR"), audited by McGladrey LLP, independent certified public accountants, and included herein as part of Appendix E, are an integral part of this Offering Statement. The consent of McGladrey LLP, to the inclusion of the CAFR herein was not requested. In addition, McGladrey LLP, was not requested to perform and has not performed, since the date of their report included herein, any procedures on the financial statements addressed in that report. McGladrey LLP, also has not performed any procedures relating to this Offering Statement.

## **Description of Financial Practices and Financial Statements**

The basic financial statements of the City are prepared in conformity with generally accepted governmental accounting principles. The City uses funds and accounts groups to report on its financial position and results of its operations. A summary of significant accounting policies of the City is contained in the notes to the City's basic financial statements, which are included in Appendix E hereto.

## **Investment Policy**

In accordance with State law, the City has adopted an investment policy via resolution pursuant to applicable Florida law establishing investment guidelines for local governments in Florida. Oversight for the investment program lies with the City's Finance Director under the direction of the City Manager. The City also engages an external investment management firm to manage the majority of its investment portfolio in order to further safeguard its public funds and maximize yield. The City's investment program is established in accordance with the City's investment policy. See the Excerpts from the Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2014 included as Appendix E hereto for additional information regarding the City's financial policies and planning. The City believes that it is currently in compliance with its investment policy.

## **Cash Management**

All monies received are deposited within twenty-four hours of receipt. Surplus funds are invested in accordance with the City's approved investment policy on either a short term or long term basis, based on the City's liquidity needs.

## **Fund Balance/Net Asset Policy**

The City Commission has formally adopted a fund balance/net asset policy (the "Policy") for the City's General Fund and its Water and Sewer and Stormwater Funds. The objective of the Policy is to ensure against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. More specifically, the Policy ensures that the City maintains adequate fund balance/net asset reserves to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) offset significant economic downturns and revenue shortfalls, (3) maintain stable tax/fee rates (4) provide funds for unforeseen expenditures related to emergencies, (5) provide for renewal and replacement of long-lived assets and (6) secure and maintain investment grade bond ratings.

## **Debt Management Policy**

The City Commission has formally adopted a debt management policy (the "Debt Policy") to assist in improving the quality of the City's decisions governing debt issuance. More specifically, the Debt Policy establishes parameters for issuing debt and managing a debt portfolio that encompass existing legal, economic, financial and capital market conditions, the City's capital improvement needs, and its ability to repay financial obligations as they become due. The policy:

- Assists the City in maintenance, acquisition and replacement of appropriate capital assets for present and future needs;
- Guides the City in policy and debt issuance decisions;
- Provides a framework within which each potential issuance can be evaluated;
- Assists in controlling the types and levels of outstanding obligations;
- Outlines a mechanism to ensure ongoing compliance requirements governing outstanding obligations;
- Ensures that the costs of debt issuance are borne equitably by each generation of taxpayers, rate payers, users, and other beneficiaries; and promotes sound financial management.

## **Strategic Planning**

The City has adopted a long-term strategic plan that articulates a clear vision of its future that is integrated with an organizational philosophy to guide elected officials' and employees' actions and the efficient and effective use of resources. The plan is focused on the issues of greatest importance to the City Commission and its citizens. It will provide the framework that will enable the City to make prudent business decisions for its successful operation and the continuing development of the City as a highly desirable location for residents, businesses and

visitors. The plan includes benchmarks or milestones that measure the City's progress toward achieving its strategic goals and objectives

### **Existing Debt; Future Debt**

The City currently has outstanding certain water and sewer bonds secured by a pledge of the revenues of the City's water and wastewater system. The City also has entered into certain subject to annual appropriation equipment leases and has served as a conduit issuer in connection with certain outstanding revenue bonds of the City, payable solely from payments received by the City from the conduit borrowers. The City's community redevelopment district, a dependent special district of the City (the "CRA"), has also issued and has outstanding certain community redevelopment bonds secured by revenues from the respective community redevelopment trust funds of the CRA. See "Excerpts from the Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2014" included as Appendix E for more information regarding the foregoing.

The City is in the process of developing plans to finance public stormwater improvements through the issuance of long-term bonds that will be secured by revenues of the City's stormwater utility. In addition, the City is currently contemplating a general obligation bond issue within the next twelve months, subject to requisite majority approval by the qualified electors of the City voting in a referendum as required by State law. The City does not currently plan to issue any other debt obligations within the next twelve months, although it is not precluded from issuing such debt obligations.

### **Pension Plans and Other Post-Employment Benefits**

The City has two single employer defined benefit plans, namely the General employees Retirement System (the "GERS") and the Police and Firefighters Retirement System (the "PFRS").

The GERS was established by City Ordinance on September 25, 1972. In September 1991, the City contracted with Broward County for the operation of the Pompano Beach Public Library. As part of this agreement, all City employees who chose to remain in the library system became employees of Broward County. These employees were given the option of remaining in the GERS, in which case Broward County would make the required annual employer contributions as determined by the Plan actuary. In August 1999, the City also contracted with the Broward County Sheriff's Office ("BSO") whereby the BSO would provide policing services in Pompano Beach. As a result, certain code enforcement officers were employed by the BSO. Participating code enforcement officers were given the option to either remain in the Plan or switch to the BSO's retirement plan. The GERS is administered by a board of seven trustees comprised of three persons elected directly by the members, three persons who are not members appointed by the City Commission and one person elected by the other six trustees.

The PFRS was established by City Ordinance on August 15, 1972 (effective October 1972), to account for the financial activity of the Pompano Beach Police and Firefighters' Retirement Plan (the "Plan"). The PFRS is a single-employer defined benefit pension plan, which is administered by a nine member Board of Trustees comprised of three members appointed by the City Commission, three members elected by/from the Firefighter members, and

three members elected by/from the Police members. The Board of Trustees has the sole and exclusive responsibility for the administration and operation of the PFRS.

At September 30, 2014 the City recorded a net pension asset related to the General Employees Retirement Plan and a net pension asset related to the Police and Firefighters' Retirement Plan in its government-wide statement of net position. The net pension asset is a function of annual required contributions, interest, adjustments to the annual required contribution, annual pension costs and actual employers contributions made to the plan.

Pursuant to Section 112.0801, Florida Statutes, the City is mandated to permit participation in the health insurance program by retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage (medical & dental) is available for active employees. Retirees pay 100% of the blended (active and retiree combined) equivalent premium rates. The blended rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. The City does not pay any out of pocket costs as it relates to its retirees post retirement costs for medical/dental coverage.

The City is financing other post employee benefits on a pay-as-you go basis. As determined by an actuarial valuation, the City records a Net OPEB obligation in its proprietary and government-wide financial statements related to the implicit subsidy.

For a more detailed discussion and additional information regarding the City's pension plans and other post-employment benefits, see the notes to the City's basic financial statements included in Appendix E.

## **SOURCES OF AVAILABLE REVENUES**

### **Selected Matters Relating to Available Revenues**

#### General

The City collects a wide range of non-ad valorem revenues and ad-valorem taxes to fund its annual operations. A significant source of Available Revenues to be applied by the City to make Basic Rent Payments, if it should budget and appropriate the same for such purpose, will be non-ad valorem revenues of the City, to the extent legally available to make Basic Rent Payments.

#### Non-Ad Valorem Revenues

The sources of the City's non-ad valorem revenues currently include the primary sources more fully described below under "Specific Sources of Certain Non-Ad Valorem Revenues." The sources described below exclude revenues generated by the City's water and sewer system which are pledged to outstanding bonds of the City and revenues generated by the City's stormwater utility, which are expected to be pledged to future bond indebtedness of the City. Notwithstanding the foregoing, the ordinance authorizing the City's water and sewer bonds permits the City to use water and sewer system revenues for any lawful purpose of the City, after

all required monthly deposits for its water and sewer bonds are made, and accordingly, such surplus may become Available Revenues.

Due to State law restrictions, certain other non-ad valorem revenues are not legally available funds which can be used to make Basic Rent Payments (such as non-ad valorem funds derived from taxes on insurance premiums, one-cent municipal fuel tax collections, the issuance of building permits and taxes and assessments imposed for emergency medical services).

Adverse legislative changes or economic conditions could have a material adverse effect on the amount of non-ad valorem revenues generally collected or received by the City in any Fiscal Year. See “RISK FACTORS—Legislative Initiatives and Economic Conditions.”

### Ad Valorem Taxes

The laws of the State provide for a uniform procedure to be followed by all counties, municipalities and special districts for the levy and collection of ad valorem taxes on real and personal property. Pursuant to such laws, the Broward County property appraiser (the “Property Appraiser”) prepares an annual assessment roll for all taxing units within Broward County (the “County”) and levies such millage, subject to constitutional limitations, as determined by each taxing unit, and the Tax Collector collects the ad valorem property taxes for all taxing units within the County. Since the ad valorem property taxes of all taxing units within a County are billed together by the Tax Collector, each property owner is required to pay all such taxes without preference.

Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, charitable, scientific, literary, and governmental. In addition, there are special exemptions for widows, hospitals, homesteads, and homes for the aged and disabled veterans. Agricultural land, non-commercial recreational land, inventory, and livestock are assessed at less than 100% of fair market value.

Real and personal property valuations are determined each year as of January 1 by the Property Appraiser’s office. The Property Appraiser is required to physically inspect the real property every five (5) years. There is a limitation of the lesser of 3% or the increase in the consumer price index during the relevant year on the annual increase in assessed valuation of Homestead Property (defined below), except in the event of a sale of such property during such year, and except as to improvements to such property during that year. State law requires, with certain exceptions, that property be assessed at fair market value; provided, however, that \$25,000 of the assessed valuation of a homestead is exempt from all taxation for a residence occupied by the owner on a permanent basis where such owner has filed for and received a homestead exemption (“Homestead Property” or “Homestead”) and, with respect to Homestead Property, an additional exemption of up to \$25,000 on the assessed valuation greater than \$50,000 is exempt from taxation for all property tax levies other than school district levies.

The Property Appraiser’s office prepares the assessment roll and gives notice by mail to each taxpayer of the proposed property taxes and the assessed property value for the current year, and the dates, times and places at which budget hearings are scheduled to be held. The property owner then has the right to file an appeal with the value adjustment board, which considers petitions relating to assessments and exemptions. The value adjustment board may make

adjustments to the assessment roll to reflect any reduction in the assessed value of property upon the completion of the appeals. The value adjustment board certifies the assessment roll upon completion of the hearing of appeals to it. Millage rates are then computed by the various taxing authorities and certified to the Property Appraiser, who applies the millage rates to the assessment roll. This procedure creates the tax roll, which is then certified and turned over to the Tax Collector.

Section 194.104, Florida Statutes requires that taxpayers appealing the assessed value or assigned classification of their property must make a required partial payment of taxes on properties that will have a petition pending on or after the delinquency date (normally April 1). The new statute further provides that a taxpayer's failure to make the required partial payment before the delinquency date (normally April 1) will result in the denial of the taxpayer's petition.

The amounts and availability of any of the City's ad valorem tax receipts are subject to change, including reduction or elimination by change of State law or changes in the facts or circumstances according to which certain of the ad valorem funds of the City are generated (such as fluctuations in property values or exemptions from ad valorem taxation). On June 21, 2007, property tax reform legislation enacted by the Florida Legislature became effective which, among other matters, required counties, cities and special districts to roll back their millage rates. Additional property tax reform legislation was enacted by the Florida Legislature in a special session ended October 29, 2007 and a constitutional amendment was approved by Florida voters on January 29, 2008 which, among other matters, increased the homestead exemption for certain properties. An additional constitutional amendment relating to property tax reform was approved in November, 2010. In its 2011 regular session, the Florida Legislature enacted additional legislation impacting ad valorem taxation. Constitutional amendments implementing a portion of this legislation to grant additional homestead exemptions for certain homeowners were approved by the electors in the 2012 general election. During its 2013 Regular Session, the legislature passed additional legislation which was signed into law by Governor Rick Scott and provides a number of changes affecting ad valorem taxation which became effective as of July 1, 2013 to further property tax reform. See "RISK FACTORS-- Legislative Initiatives and Economic Conditions."

### **Specific Sources of Certain Non-Ad Valorem Revenues**

The following is a brief description of certain of the sources of the City's non-ad valorem revenues. No representation is made that any of the specific revenue sources will be available to the City in future years. See "RISK FACTORS—'Legislative Initiatives and Economic Conditions' and 'Additional Indebtedness'."

#### Parking System Revenues

Parking System Revenues consist of the rentals, rates, charges, fines and other fees derived from the operation of the City's Parking System. The Parking Revenues generated by the Parking System are credited to the City's recently established Parking System Enterprise Fund.

## Local Government Half-cent Sales Tax

The State levies and collects a sales tax on, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, the Florida legislature created the Local Government Half-Cent Sales Tax Program (the "Program") which distributes a portion of the sales tax revenue and money from the State's general fund on a monthly basis to counties and municipalities that meet certain on-going eligibility requirements. When the Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Program, giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized.

Section 212.20, Florida Statutes provides for the distribution of sales tax revenues collected by the State and further provides for the distribution of a portion of sales tax revenues to the Local Government Half-Cent Sales Tax Clearing Trust Funds (the "Trust Fund"), after providing for transfers to the State's General Fund and the Ecosystem Management and Restoration Trust Fund. The entire sales tax remitted to the State of each sales tax dealer located within a particular county (the "Local Government Half-Cent Sales Tax Revenues") is deposited in the Trust Fund and earmarked for distribution to the governing body of such county.

The percentage of the Local Government Half-Cent Sales Tax Revenues currently deposited in the Trust Fund is 8.804%. The general rate of sales tax in the State is currently 6.00%. After taking into account the distributions to the State's General Fund (historically 5% of taxes collected) and the Ecosystem Management and Restoration Trust Fund (currently .2% of the taxes collected), for every dollar of taxable sales price of an item, approximately 0.501 cents is currently deposited into the Trust Fund, which is subject to change by the Florida legislature.

As of October 1, 2001, the Trust Fund began receiving a portion of certain taxes imposed by the State on the sales of communication services (the "CST Revenues") pursuant to Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Trust Fund now consist of funds derived from both general sales tax proceeds and CST Revenues required to be deposited into the Trust Fund.

The proportion of the Local Government Half-cent Sales Tax to be received by the County" and the municipalities within the County, including the City, is determined by the following formulas:

County's share (percentage of total Local Government Half-cent Sales Tax earmarked for distribution within the County)	=	$\frac{\text{unincorporated area population}}{\text{total county population}} + \frac{2/3 \text{ of the incorporated area population}}{2/3 \text{ of the incorporated area population}}$
Municipality's share (percentage of total Local Government Half-cent Sales Tax earmarked for distribution within the County)	=	$\frac{\text{population of municipality}}{\text{total county population}} + \frac{2/3 \text{ of the incorporated area population}}{2/3 \text{ of the incorporated area population}}$

In order to be eligible to receive the Local Government Half-cent Sales Tax, each year the City must meet certain requirements set forth in Section 218.23, Florida Statutes, as amended. The City has never failed to comply with such requirements.

### Local Communications Services Tax

Section 202.19, Florida Statutes, as amended, authorizes any city within the State to levy, by ordinance, a discretionary communications services tax on the sale of communications services as defined in Section 202.11, Florida Statutes (the "Local Communications Services Tax"). Communications services means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of protocol used for such transmission or conveyance, excluding certain specified items. For cities, this tax may not exceed 5.1% of the payments received by the providers of such communication services from purchasers. The maximum rate does not include permitted add-ons of up to 0.12%, nor does it supersede conversion or emergency rates authorized by Section 202.20, Florida Statutes, which are in excess of the maximum rate.

Section 202.125, Florida Statutes, exempts all purchases of communication services by the Federal government and its agencies and instrumentalities, the State and any county, municipality or political subdivision of the State and any religious or educational organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.

The City levies a 5.1% Local Communications Services Tax, plus an add-on in the amount of twelve-hundredths percent (.12%) for a total rate of 5.22%. The Local Communications Services Tax must be collected by the provider from purchasers and remitted to DOR. The proceeds of the Local Communications Services Tax, less DOR's costs of administration, are transferred to the Local Communications Services Tax Clearing Trust Fund held by DOR and distributed to the City on a monthly basis.

### Utility Service Tax

Pursuant to Section 166.231, Florida Statutes and other applicable provisions of law, the City imposes, by ordinance a utility service tax on the purchase of electricity, bottled gas, natural or manufactured; metered gas, natural or manufactured; and fuel oil in the City. The utility service tax is levied at the rate of 10% with the exception of the utility service tax imposed on water service, which is levied at the rate of 6%. The United States, State of Florida, and the

political subdivisions and agencies, boards, commissions, and authorities thereof, are exempted from payment of the utility service tax. Any recognized church, when purchasing electricity, metered natural gas, liquefied petroleum gas either metered or bottled and manufactured gas either metered or bottled, exclusively for church purposes, is similarly exempted.

### Electric Franchise Tax

The City has, by ordinance, granted to Florida Power & Light Company (“FPL”) a 30-year non-exclusive franchise to construct, maintain and operate power facilities over public rights-of-way throughout the City. The franchise fee is added to each electricity customer’s monthly bill and is remitted monthly by FPL to the City. The franchise will expire in 2032 unless the City and FPL renew the franchise.

In addition, the City has, by ordinance, granted to Tampa Electric Company (“TEC”) a natural gas franchise to provide natural gas to a limited number of customers in the City. The franchise fee is added to such customer’s monthly bill and is remitted monthly by TEC to the City. The franchise will expire in 2021 unless the City and TEC renew the franchise.

### State Revenue Sharing Funds

Pursuant to Section 218.215(1), Florida Statutes, the State has created the Revenue Sharing Trust Fund for Municipalities. Each municipality receives a minimum entitlement from the Revenue Sharing Trust Fund for Municipalities. The “minimum entitlement” is the amount of revenue, certified by each municipality and determined by DOR, that must be shared with such municipality such that the municipality will receive the amount of revenue necessary to meet its obligations as a result of pledges or assignments or trusts entered into which obligated funds received from revenue sources or proceeds to be distributed out of the Revenue Sharing Trust Fund for Municipalities pursuant to the Florida Revenue Sharing Act of 1972, Part II of Chapter 218, Florida Statutes, as amended.

After giving effect to the minimum entitlements for each city, moneys in the Revenue Sharing Trust Fund for Municipalities are apportioned among eligible counties based on an apportionment factor composed of three equally weighted portions: (i) each eligible city’s percentage of the total population of all eligible cities in the State (with such population being weighted as required by applicable law); (ii) the proportion of sales tax collected within a given city to the total sales tax collected within all the eligible cities in the State (the sales tax collected within a given city is derived by allocating the amount of sales tax collections for the county in which the city is located to each city in the county on the basis of the proportion of each city’s population to the total population of the county; and (iii) additional criteria relating to the relative ability of the given city to raise revenue, based upon the population of the given city and its assessed property values. These factors are also used to determine the amount of revenue sharing funds that will be shared with the cities in each State fiscal year.

In order to be eligible to receive moneys apportioned from the Revenue Sharing Trust Fund for Municipalities after giving effect to the minimum entitlement, each year the City must meet certain requirements set forth in Section 218.23, Florida Statutes, as amended. The City has never failed to comply with such requirements.

### Charges for Services

The City collects revenue from fees it charges for certain services it provides. Such fees include, without limitation: (i) funds from internal services, (ii) charges for lien searches, lien collections, certification and general photocopying, (iii) planning and zoning fees, (iv) security system registration and monitoring fees, (v) election filing fees, (vi) towing fees, (vii) fire inspection and other specific fire department service fees, (viii) fees for emergency medical services, and (ix) fees for the use of parks, playgrounds and related facilities and equipment.

### Other Intergovernmental Revenues

Other intergovernmental revenues constitute amounts received by the City pursuant to federal, State and County statutory requirements or initiatives and local programs that are designed to fund specific needs and services within the City. Such revenues include, without limitation, amounts received from: (i) federal grants for emergency management, homeland security, economic development, transportation and technology, (ii) the State pursuant to (a) the gasoline tax refund under Chapter 206, Part I, Florida Statutes, as amended, and (b) State grants for library services, emergency management and community affairs, (iii) the County resulting from business tax receipts and mobile home license fees, hazardous material cleanup and grants for emergency management, security and other City services; and (iv) museums, community colleges and other local entities.

### Fines and Forfeitures

Revenues from fines and forfeitures primarily constitute amounts received by the City from fines assessed by the courts and charges imposed for municipal code violations.

### Lease Revenue

As discussed herein under “THE PROJECT--General,” as part of its ongoing redevelopment effort in the East District the City has entered into the Pier Development Agreement with a private developer to further new development on land owned by the City around the public pier near the public beach in the City, which will be ground leased to the developer pursuant to the Pier Development Agreement. The Pier Project is planned to consist of beach and pier-oriented retail shops, restaurants, concessions, open space, plazas and general areas that are intended to attract residents and visitors, together with related infrastructure and parking. The Pier Development Agreement stipulates that the City will be entitled to minimum base rent amounts for each ground leased parcel equal to approximately \$400,000 annually. The Pier Development Agreement further entitles the City to a percentage of gross revenues derived by the developer exceeding certain annual gross revenue amounts. The City anticipates beginning to receive these rental amounts, in accordance with the timing of development of parcels by the developer, beginning in fiscal year 2016.

### Miscellaneous

Miscellaneous revenues include, but not limited to, amounts received by the City from (i) interfund transfers and charges, (ii) fire assessment fees, (iii) business tax receipts, (iv) pari-mutuel operations within the City, (v) the sale of surplus property, (vi) interest earnings on (a)

the investment of moneys in the City's General Fund, (b) current or delinquent taxes, and (c) liens on property, and (vii) contributions made to the City. The City can discontinue or change any of its fees, rates and charges and may discontinue any of the activities of the County that generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues.

## **SELECTED FINANCIAL MATTERS RELATING TO THE CITY**

### **Certain Matters Relating to Annual Budget Process and General Fund budget**

The City follows the procedures set forth in Chapters 166 and 200 of the Florida Statutes in establishing its annual Budget. The City Manager submits to the City Commission of the City a proposed operating budget for the Fiscal Year commencing on October 1. The proposed operating budget includes proposed expenditures and revenues. Public hearings are then conducted to obtain taxpayer comments on the proposed operating budget. The annual Budget is enacted through the passage of an ordinance by the City Commission on or before the fifteenth day of September of the Fiscal Year currently ending.

The City's Fiscal Year 2014-2015 annual Budget was adopted on September 22, 2014 in the approximate amount of \$224 million with a General Fund budget of approximately \$115.5 million (including transfers in). The operating millage rate decreased from 4.8712 mills in Fiscal Year 2013-2014 to 4.7470 mills in Fiscal Year 2014-2015. The Florida Constitution provides that no municipality may levy more than 10 mills, exclusive of voted millage. The City will first consider budgeting and appropriating Lease Payments in its annual Budget for Fiscal Year 2016-2017.

### **Selected Information Regarding The City's General Fund**

The following tables reflect historical financial information for the City's General Fund (the City's main operating fund) for the past five Fiscal Years (2010 through 2014), as audited by an independent certified public accountant. Tables indicate the General Fund's financial position (Balance Sheet) at the end of the respective Fiscal Year, as well as the General Fund's results of its operations (Statement of Revenue, Expenditures and Changes in Fund Balances) for the Fiscal Year then ended.

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**CITY OF POMPANO BEACH, FLORIDA**  
**GENERAL FUND BALANCE SHEET FOR FISCAL YEARS ENDED**  
**SEPTEMBER 30, 2010-2014**  
**(audited)**

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<b>ASSETS</b>					
Cash and cash equivalents	\$11,398,863	\$3,998,376	\$6,574,730	\$4,703,287	\$ 2,164,762
Restricted cash and cash equivalents	-	-	-	-	-
Restricted investments	27,470,396	8,190,183	8,175,752	6,682,395	8,129,626
Unrestricted investments	56,481,490	54,616,211	49,968,430	51,624,555	48,998,385
Interest receivable	652,933	253,232	203,899	145,946	149,278
Accounts receivables, net	2,921,617	2,475,166	2,363,145	2,507,085	2,740,428
Assets held for resale & development	2,486,725	-	-	-	-
Due from other funds	530,000	881,168	708,500	1,416,223	2,151,896
Due from other governments	3,314,574	2,042,992	2,035,302	1,951,024	6,339,754
Inventories	278,548	214,895	172,705	190,212	167,054
Prepays	5,863	30,619	1,207,478	138,278	27,350
Other assets	<u>27,996</u>	<u>27,617</u>	<u>26,732</u>	<u>25,958</u>	<u>89,982</u>
Total assets	<u>\$105,569,005</u>	<u>\$72,730,459</u>	<u>\$71,436,673</u>	<u>\$69,384,963</u>	<u>\$70,958,515</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>					
Liabilities:					
Accounts payable	\$564,952	\$544,006	\$620,398	\$875,332	\$904,987
Accrued expenditures	682,075	754,463	970,482	1,038,807	1,200,192
Due to other governments	1,552,802	80,207	87,774	-	-
Advances from other funds	2,916,666	2,500,000	1,666,667	833,334	-
Unearned revenue	2,211,584	1,688,964	1,580,516	1,551,152	1,169,140
Total liabilities:	<u>\$7,928,079</u>	<u>\$5,567,640</u>	<u>\$4,925,837</u>	<u>\$4,298,625</u>	<u>\$3,274,319</u>
Deferred inflows of resources:					
Unavailable revenue	-	-	-	-	\$5,624,614
Fund balances <sup>(1)</sup> :					
Reserved	\$45,013,996	-	-	-	-
Unreserved	52,626,930	-	-	-	-
Nonspendable	-	\$245,514	\$1,380,183	\$328,490	\$194,404
Restricted	-	8,190,183	8,175,752	6,682,395	8,129,626
Assigned	-	3,367,131	3,131,562	1,427,818	2,933,852
Unassigned	-	<u>55,359,991</u>	<u>53,823,339</u>	<u>56,647,635</u>	<u>50,801,700</u>
Total fund balances <sup>(2)</sup>	<u>97,640,926</u>	<u>67,162,819</u>	<u>66,510,836</u>	<u>65,086,338</u>	<u>62,059,582</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$105,569,005</u>	<u>\$72,730,459</u>	<u>\$71,436,673</u>	<u>\$69,384,963</u>	<u>\$70,958,515</u>

Source: Compiled from Comprehensive Annual Financial Reports for the Fiscal Years 2010-2014.

<sup>(1)</sup> The City implemented Government Accounting Standards Board (GASB) Statement 54, which resulted in a change in the names for fund balance categories, beginning with the fiscal year ended September 30, 2011. Categories such as reserved and unreserved were no longer utilized.

<sup>(2)</sup> The decrease in fund balance from fiscal year 2010 to fiscal year 2011 was primarily the result of the utilization of unassigned (previously undesignated) fund balance for various capital project initiatives. These funds were transferred to the City's Capital Projects Fund and committed to the approved projects.

**CITY OF POMPANO BEACH, FLORIDA**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES---**  
**GENERAL FUND FOR FISCAL YEARS ENDING**  
**SEPTEMBER 30, 2010-2014**  
**(audited)**

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
<b>Revenues</b>					
Taxes	\$61,532,724	\$55,255,117	\$56,378,024	\$59,051,292	\$59,482,200
Judgments, fines and forfeitures	1,353,607	1,204,590	1,085,139	1,200,681	983,420
Permits, fees and special assessments	22,005,457	23,126,737	24,323,177	24,654,735	26,596,373
Intergovernmental	15,275,795	10,415,998	10,779,454	11,280,833	12,912,177
Charges for services	12,150,030	12,703,681	12,942,350	13,070,474	12,579,999
Pari-Mutuel	-	1,897,796	2,067,263	2,171,040	2,267,089
Donations	21,686	28,794	15,117	8,610	12,617
Investment earnings	2,406,282	653,375	782,000	203,746	439,620
Other revenue	644,755	711,200	827,852	904,806	465,368
Total revenues	<u>\$115,390,336</u>	<u>\$105,997,288</u>	<u>\$109,200,376</u>	<u>\$112,546,217</u>	<u>\$115,738,863</u>
<b>EXPENDITURES</b>					
Current:					
General government	\$19,472,054	\$18,208,625	\$18,674,081	\$19,507,414	\$19,188,232
Public safety	61,834,181	61,147,100	60,036,752	60,716,912	61,285,587
Physical environment	11,487,465	11,085,953	11,590,163	12,275,252	12,904,547
Transportation	3,145,210	3,133,813	2,297,206	2,355,830	2,354,189
Culture and recreation	6,760,559	6,750,254	6,546,615	6,407,977	6,831,557
Debt Service:					
Principal	-	-	213,131	218,988	225,005
Interest	-	-	78,943	73,087	67,069
Capital outlay	3,282,490	7,032,572	14,174,254	7,840,266	8,587,099
Total expenditures	<u>105,981,959</u>	<u>107,358,317</u>	<u>113,611,145</u>	<u>109,395,726</u>	<u>111,443,285</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$9,408,377</u>	<u>\$(1,361,029)</u>	<u>\$(4,410,769)</u>	<u>\$3,150,491</u>	<u>\$4,295,578</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Proceeds from sale of capital assets	\$82,446	\$53,150	\$107,860	\$100,210	\$54,351
Transfers in	2,208,325	8,120,582	15,319,089	9,648,288	10,776,753
Transfers out <sup>(2)</sup>	(10,469,043)	(29,793,768)	(11,668,163)	(14,323,487)	(18,153,438)
Total other financing sources (uses)	<u>(8,178,272)</u>	<u>(21,620,036)</u>	<u>3,758,786</u>	<u>(4,574,989)</u>	<u>(7,322,334)</u>
Net change in fund balances	\$1,230,105	\$(22,981,065)	\$(651,983)	\$(1,424,498)	\$(3,026,756)
Fund balances - beginning <sup>(1)</sup>	<u>\$96,410,821</u>	<u>\$90,143,884</u>	<u>\$67,162,819</u>	<u>\$66,510,836</u>	<u>\$65,086,338</u>
Fund Balances - ending <sup>(1)(2)</sup>	<u>\$97,640,926</u>	<u>\$67,162,819</u>	<u>\$66,510,836</u>	<u>\$65,086,338</u>	<u>\$62,059,582</u>

Source: Compiled from Comprehensive Annual Financial Report for the Fiscal Years 2010-2014.

<sup>(1)</sup> The ending fund balance for the fiscal year ended September 30, 2010 differs from the beginning fund balance for fiscal year 2011 because during fiscal year 2011 the City removed other activity previously reported within the General Fund to new Special Revenue Funds (Special Purpose and Other Grants Funds).

<sup>(2)</sup> The large change in General Fund balance between fiscal year 2010 and fiscal year 2011 is primarily attributed to the City transferring funds to its Capital Projects Fund to be committed to various capital projects.

## RISK FACTORS

Each purchaser of Series 2015 Certificates is subject to certain risks and each prospective purchaser of Series 2015 Certificates is encouraged to read this Offering Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the market price of the Series 2015 Certificates to an extent that cannot be determined.

### **Non-Appropriation by the City**

THE LEASE PAYMENTS TO BE MADE BY THE CITY ARE SUBJECT TO ANNUAL APPROPRIATION BY THE CITY AS PART OF ITS BUDGET PROCESS, and no assurance can be given that the City will make such an appropriation. If, for any Fiscal Year, the City enacts a budget in accordance with the Act which does not provide sufficient funds (after taking into account any amounts credited or available for credit for such purpose under the Lease Agreement) to continue making Lease Payments in full for the next succeeding Renewal Lease Term beyond the end of the Initial Lease Term or the last Renewal Lease Term for which Lease Payments have been budgeted and appropriated, such action shall constitute an Event of Non-Appropriation and the Lease Agreement shall terminate as of the last day of the then-current Initial Lease Term or Renewal Lease Term and the City shall not be obligated to make Lease Payments accruing or arising beyond such last day. If an Event of Non-Appropriation shall occur, the City is required to peaceably vacate and return possession of the Parking Garage Land and the Parking Garage (but not any other portions of the Project) to the Corporation, or its assignee or designee, for the duration of the Ground Lease no later than the end of the then-current Lease Term. Although the City has indicated that it currently does not expect its need for the Project to diminish during the Maximum Lease Term, the City is not required to appropriate funds for Lease Payments. No assurance can be given that the City has or will have in the future sufficient funds to appropriate, or that an appropriation will be made, for the purpose of making Lease Payments under the Lease Agreement.

If an Event of Non-Appropriation occurs, the City will not be obligated to make payment of Lease Payments accruing or arising beyond the then-current Fiscal Year but will not be relieved of any obligations arising or accruing prior to such Event of Non-Appropriation. However, for each day that the City remains in possession of the Parking Garage Land and the Parking Garage beyond the date of expiration of the Lease Term, the City shall be obligated to pay damages under the Lease Agreement in an amount equal to the Lease Payments which would have accrued under the Lease Agreement, calculated on a daily basis, for any such period during which the City fails to vacate or surrender the Project. Such obligations, including the obligation to pay Supplemental Rent for Extraordinary Mandatory Prepayment due to deficiencies in insurance or condemnation proceeds, are only payable from Available Revenues.

The likelihood that an Event of Non-Appropriation will occur, terminating the Lease Agreement, is dependent upon certain factors that are beyond the control of the Series 2015 Certificate Owners, including without limitation, the City's satisfaction with the plans and specifications for the Project, the City's satisfaction with the quality and timeliness of the construction of the Project, the continuing future utility of the Project, and the absence of certain force majeure events which impact the City's desire to continue to utilize the Project. No

assurance can be given that the Lease Agreement will not be terminated prior to the end of the Maximum Lease Term.

As described under "TAX MATTERS," Special Counsel will express no opinion with respect to any tax consequences under the laws of the State of Florida of any payments received with respect to the Series 2015 Certificates following termination of the Lease Agreement as a result of an Event of Non-Appropriation or the occurrence of an Event of Default thereunder.

**Limitation Upon Disposition; Ability to Re-Let**

**ONLY THE PARKING GARAGE LAND AND THE PARKING GARAGE WILL BE SUBJECT TO SURRENDER AND THE EXERCISE OF REMEDIES BY THE TRUSTEE UPON AND EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE AGREEMENT. THE PARKING GARAGE MUST BE USED THROUGHOUT THE GROUND LEASE TERM AS A PUBLIC PARKING GARAGE FOR THE BENEFIT OF THE PUBLIC AT LARGE. THE PORTION OF THE PROJECT OTHER THAN THE PARKING GARAGE, CONSISTING OF THE ROADWAYS, TOGETHER WITH RELATED UTILITY LINES AND DRAINAGE IMPROVEMENTS, [SIGNALIZATION] AND LANDSCAPING AND PARKING SPACES ON THE ROADWAYS, IS NOT SUBJECT TO SURRENDER OR THE EXERCISE OF REMEDIES BY THE TRUSTEE.**

The Trustee's ability to actually achieve any disposition of the Parking Garage Land and the Parking Garage upon the occurrence of an Event of Default or Event of Non-Appropriation under the Lease Agreement is limited by its inability to convey fee simple title to the Parking Garage Land and the Parking Garage, by the governmental nature of the Parking Garage, and by the requirement of the City Charter that the Parking Garage Land be used for the benefit of the public at large during the Ground Lease Term. Moreover, it is possible that a court of competent jurisdiction could enjoin the re-letting or other disposition of the Trustee's interest in the Parking Garage Land and the Parking Garage (even if the City consents) because of the essential governmental nature thereof and/or the restrictions applicable thereto in the City Charter of the City as described under "SECURITY FOR THE SERIES 2015 CERTIFICATES--General." No opinion will be given by Special Counsel or the City Attorney of the City as to the procedure required to be followed under State law to evict the City from the Parking Garage Land or Parking Garage by reason of an Event of Non-Appropriation or Event of Default under the Lease Agreement. Without limiting the generality of the foregoing, no assurances are given that a State court would not afford to the City rights similar to those of a mortgagor in a mortgage foreclosure proceeding or of a debtor under Chapter 679 of the Florida Statutes. Accordingly, there can be no assurance that the remedies available to the Trustee upon any such termination of the Lease Agreement and the disposition of the Parking Garage Land and the Parking Garage will produce sufficient amounts to pay the outstanding Series 2015 Certificates. In no event may the City lose title to the Parking Garage Land.

## **Applicability of Securities Laws**

After termination of the Lease Agreement, the transfer of a Series 2015 Certificate may be subject to or conditioned upon compliance with the registration provisions of applicable federal and state securities laws. Accordingly, there is no assurance that liquidity of the Series 2015 Certificates will not be impaired following termination of the Lease Agreement.

## **Additional Indebtedness**

The City has incurred, and may hereafter issue, indebtedness secured by or payable from revenues of the City which would otherwise be available to the City to make Lease Payments without the consent of the Owners of the Series 2015 Certificates. Such indebtedness may adversely affect the City's ability to make Lease Payments under the Lease Agreement.

## **Legislative Initiatives and Economic Conditions**

The amounts and availability of any of the City's non-ad valorem funds are subject to change, including reduction or elimination by change of State of Florida ("State") law, City ordinance or resolution or changes in the facts or circumstances according to which certain of the non-ad valorem funds of the City are allocated. In addition, the amount of certain non-ad valorem funds collected by or distributed to the City is directly related to the general economy of the City. Accordingly, adverse legislative changes or economic conditions could have a material adverse effect on the amount of non-ad valorem funds generally collected or received by the City in any Fiscal Year.

As described under "SOURCES OF AVAILABLE REVENUES—General—Ad Valorem Taxes," during recent years, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in the State Legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the ad valorem tax receipts of the City.

It is impossible to predict what new proposals may be presented regarding sources of non-ad valorem revenues or ad valorem tax reform during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. A reduction in the City's ad valorem tax revenues may increase the need for the City to apply non-ad valorem revenues to fund essential public services and functions of the City. In that case, the non-ad valorem revenues available to the City to pay Basic Rent Payments could be reduced. In addition, no assurance can be given that, pursuant to action by the Florida Legislature in the future, (i) changes will not be made to the statutes that give rise to certain of the sources of non-ad valorem revenues, (ii) such changes, if any, will not have a material adverse impact on the collection of affected sources of non-ad valorem revenues, or (iii) a repeal of such statutes will not be attempted and, if attempted, will not be successful. In such event, the

non-ad valorem revenues available to the City to pay Basic Rent Payments could be reduced. See “SOURCES OF AVAILABLE REVENUES—General—Non-Ad Valorem Revenues.”

### **Property Insurance; Natural Disasters**

Principally as a result of the substantial property damage caused by hurricanes and other storms in Florida and other parts of the United States over the last few years, property insurance premiums have risen dramatically for Florida property owners. It has become impossible or economically impracticable for many municipalities within the State to obtain property insurance with the level of coverage they have historically secured. The property insurance requirements contained within the Lease Agreement provisions require the City to obtain certain levels of property insurance coverage with respect to the Project to the extent available at commercially reasonable rates. In the event the City suffers substantial damage to the Project that is not covered by its current insurance or it is not eligible for federal reimbursement, the City’s financial condition could be adversely impacted. The occurrence of natural disasters, such as hurricanes, tornadoes, floods or droughts, or other disasters could damage the Project and may adversely impact the City’s ability or desire to make Lease Payments.

### **[No Right of Certificate Holders to Direct Remedies**

Unless the Series 2015 Insurer is in default of its obligations under the Series 2015 Municipal Bond Insurance Policy, the Series 2015 Insurer is entitled to control and direct any of the rights or remedies of the Trustee including the right to direct the Trustee as to whether or not to re-let the Project. However, the Series 2015 Insurer has no fiduciary responsibility to the 2015 Certificate Owners with respect to the direction of such remedies.]

### **[Series 2015 Insurer**

The timely payment of the Principal Component and Interest Component on the Series 2015 Certificates is insured by the Series 2015 Municipal Bond Insurance Policy issued by the Series 2015 Insurer. There is no assurance that the Series 2015 Insurer will be able to meet its obligations under the Series 2015 Municipal Bond Insurance Policy.

The following are selected risk factors relating to the Series 2015 Municipal Bond Insurance Policy and the Series 2015 Insurer.

In the event of default of the payment of principal or interest components of Basic Rent Payments with respect to the Series 2015 Certificates when all or some becomes due, any owner of the Series 2015 Certificates shall have a claim under the Series 2015 Municipal Bond Insurance Policy for such payments. The Series 2015 Insurer may direct and must consent to any remedies and the Series 2015 Insurer’s consent may be required in connection with amendments to the Master Lease and the Trust Agreement.

In the event the Series 2015 Insurer becomes obligated to make payments with respect to the Series 2015 Certificates, no assurance is given that such event will not adversely affect the market price of the Series 2015 Certificates or the marketability (liquidity) for the Series 2015 Certificates.

Certain of the long-term ratings on the Series 2015 Certificates, if any, will be dependent in part on the financial strength of the Series 2015 Insurer and its claim paying ability. The Series 2015 Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Series 2015 Insurer and of the ratings on the Series 2015 Certificates insured by the Series 2015 Insurer will not be subject to downgrade and such event could adversely affect the market price of the Series 2015 Certificates or the marketability (liquidity) for the Series 2015 Certificates.

The obligations of the Series 2015 Insurer are contractual obligations and in an event of default by the Series 2015 Insurer, the remedies available may be limited by applicable bankruptcy law or State law related to insolvency of insurance companies.

Neither the City nor the Underwriter has made independent investigation into the claims paying ability of the Series 2015 Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Series 2015 Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to pay Basic Rent Payments and the claims paying ability of the Series 2015 Insurer, particularly over the life of the investment.]

## **SUITABILITY FOR INVESTMENT**

Prospective investors in the Series 2015 Certificates should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2015 Certificates and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. No dealer, broker, salesman or other person has been authorized by the City, the Corporation or the Underwriter to give any information or make any representations, other than those contained in this Offering Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing.

## **TAX MATTERS**

### **General**

In the opinion of Special Counsel, under existing law, the Interest Component of Basic Rent Payments received by the Owners of the Series 2015 Certificates is exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed under Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220; provided, however, no opinion is expressed with respect to any tax consequences under the laws of the State of Florida of any payments received with respect to the Series 2015 Certificates following termination of the Lease Agreement as a result of an Event of Non-Appropriation or the occurrence of an Event of Default thereunder. An opinion to that effect will be included in the legal opinion of Special Counsel. Special Counsel expresses no opinion as to any other tax consequences regarding the Series 2015 Certificates. THE INTEREST COMPONENT OF BASIC RENT PAYMENTS RECEIVED BY THE OWNERS OF THE SERIES 2015 CERTIFICATES IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. THE LEGAL DEFEASANCE OF THE SERIES 2015 CERTIFICATES MAY RESULT IN A DEEMED SALE OR EXCHANGE

OF THE SERIES 2015 CERTIFICATES UNDER CERTAIN CIRCUMSTANCES; OWNERS OF THE SERIES 2015 BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE FEDERAL INCOME TAX CONSEQUENCES OF SUCH AN EVENT. PROSPECTIVE PURCHASERS OF THE SERIES 2015 CERTIFICATES SHOULD CONSULT WITH THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE AND LOCAL, AND FOREIGN TAX CONSEQUENCES OF THEIR ACQUISITION, OWNERSHIP AND DISPOSITION OF THE SERIES 2015 CERTIFICATES.

The following discussion is generally limited to “U.S. owners,” meaning beneficial owners of Series 2015 Certificates that for United States federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), and certain estates or trusts with specific connections to the United States. *Partnerships holding Series 2015 Certificates, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Series 2015 Certificates (including their status as U.S. owners).*

### **Original Issue Discount and Original Issue Premium**

Certain of the Series 2015 Certificates (“Discount Certificates”) may be offered and sold to the public at an original issue discount (“OID”). OID is the excess of the principal amount over the initial offering price to the public, excluding bond houses and brokers, at which price a substantial amount of such Discount Certificates of the same maturity was sold, provided that excess equals or exceeds a statutory *de minimis* amount. For federal income tax purposes, OID accrues to the owner of a Discount Certificate over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the time a U.S. owner owns a Discount Certificate (i) is interest includable in the U.S. owner’s gross income for federal income tax purposes, and (ii) is added to the U.S. owner’s tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of the Discount Certificate. The effect of OID is to accelerate the recognition of taxable income during the term of the Discount Certificate.

Certain of the Series 2015 Certificates (“Premium Certificates”) may be offered and sold to the public at a price in excess of their principal amount at maturity. If a U.S. owner purchases a Premium Certificate, that owner will be considered to have purchased such a Premium Certificate with “amortizable Series 2015 Certificate premium” equal in amount to such excess. The U.S. owner may elect (which election shall apply to all securities purchased at a premium by such U.S. owner), in accordance with the applicable provisions of Section 171 of the Code, to amortize that premium as an offset to the interest payments on the Premium Certificate using a constant yield to maturity method over the remaining term of the Premium Certificate (or, if required by applicable Treasury Regulations, to an earlier call date). Pursuant to Section 67(b)(11) of the Code, the amortization of that premium is not considered a miscellaneous itemized deduction. Any amortization of Series 2015 Certificate premium will reduce the basis of the Premium Certificate pursuant to Section 1016(a)(5) of the Code.

*Owners of Discount Certificates and Premium Certificates should consult their own tax advisors as to the determination for federal tax purposes of the amount of OID or*

*amortizable Series 2015 Certificate premium properly accruable or amortizable in any period with respect to the Discount Certificates or Premium Certificates and as to other federal tax consequences and the treatment of OID and amortizable Series 2015 Certificate premium for purposes of state or local taxes on, or based on, income.*

### **Information Reporting and Backup Withholding**

General information reporting requirements will apply to the payments of the Principal and Interest Components of Basic Rent Payments received by the Owners of the Series 2015 Certificates and the proceeds of the sale of a Series 2015 Certificate to non-corporate holders of the Series 2015 Certificates, and “backup withholding,” currently at a rate of 28%, will apply to such payments if the owner fails to provide an accurate taxpayer identification number in the manner required or fails to report all interest amounts required to be shown on its federal income tax returns. A beneficial owner of a Series 2015 Certificate that is a U.S. owner generally can obtain complete exemption from backup withholding by providing a properly completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

### **Medicare Tax Affecting U.S. Owners**

For taxable years beginning after December 31, 2012, a U.S. owner that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to a Medicare tax on the lesser of (1) the U.S. owner’s “net investment income” for the taxable year and (2) the excess of the U.S. owner’s modified adjusted gross income for the taxable year over a certain threshold. A U.S. owner’s net investment income will generally include its interest income and its net gains from the disposition of the Series 2015 Certificate, unless such interest income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). A U.S. owner that is an individual, estate, or trust, should consult its own tax advisor regarding the applicability of the Medicare tax.

## **OTHER INFORMATION**

### **Ratings**

[Moody’s Investors Service, Inc. (“Moody’s”),] Standard & Poor’s Ratings Service, (“S&P”) [and Fitch Ratings] are expected to [assign ratings of “\_\_\_”, “\_\_\_” and “\_\_\_” respectively, to the Series 2015 Certificates with the understanding that upon delivery of the Series 2015 Certificates the Series 2015 Insurer will issue the Series 2015 Municipal Bond Insurance Policy securing the Series 2015 Certificates.] [Moody’s and S&P] have [also] assigned an underlying rating of “\_\_\_” and “\_\_\_” respectively, to the Series 2015 Certificates. The ratings, if any, reflect only the view of the applicable organization providing the same at the time the ratings are given, and the City makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings, if any, will continue for any given period of time or that they will not be revised downward or withdrawn entirely by an or all such organizations, if in the judgment of such organizations, circumstances so warrant. Any such downward revision or withdrawal of such ratings, if any, may have an adverse effect on the market price of the Series 2015 Certificates.

## **Underwriting**

The Series 2015 Certificates are being purchased by RBC Capital Markets, LLC (the “Underwriter”). The Underwriter has agreed to purchase the Series 2015 Certificates at an aggregate purchase price of \$\_\_\_\_\_ (which purchase price represents the \$\_\_\_\_\_ original principal amount of the Series 2015 Certificates, [less][plus] an original issue [discount][premium] of \$\_\_\_\_\_ and less an Underwriter’s discount of \$\_\_\_\_\_). The Underwriter’s obligation to purchase the Series 2015 Certificates is subject to certain terms and conditions set forth in the purchase contract for the Series 2015 Certificates, the approval of certain legal matters by counsel and certain other conditions. The Underwriter is obligated to purchase all of the Series 2015 Certificates if any are purchased.

The Underwriter may offer and sell the Series 2015 Certificates to certain dealers, banks and others at prices lower than the public offering prices set forth on the inside cover page hereof. The offering prices of the Series 2015 Certificates may be changed from time to time by the Underwriter.

## **Financial Advisor**

Public Financial Management, Inc., Miami, Florida, is serving as financial advisor to the City with respect to the issuance and sale of the Series 2015 Certificates. The financial advisor has advised the City in matters relating to the planning, structuring and issuance of the Series 2015 Certificates. The financial advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Offering Statement.

Public Financial Management, Inc. is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

## **Litigation**

It is the opinion of the City Attorney and City staff that there is no pending litigation against the City that would have a material adverse financial impact upon the City or its operations. At the closing of the Series 2015 Certificates, the City Attorney will render a legal opinion to the effect that, among other matters, there is no litigation or proceeding pending, or to its knowledge, threatened, challenging the creation, organization or existence of the City or the validity of the Series 2015 Certificates or the Trust Agreement or Related Certificate Documents, or seeking to enjoin or restrain any of the transactions referred to therein or contemplated thereby.

## **Registration and Qualification of Series 2015 Certificates for Sale**

The sale of the Series 2015 Certificates has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2), nor have the Series 2015 Certificates been qualified under the securities acts of any jurisdiction. The City assumes no responsibility for qualification of the Series 2015 Certificates under the securities laws of any jurisdiction in which the Series 2015 Certificates may be sold, assigned,

pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Series 2015 Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions. It should be noted that after termination of the Lease Agreement, the transfer of a Series 2015 Certificate may be subject to or conditioned upon compliance with the registration provisions of applicable federal and state securities laws.

### **Legal Matters**

Certain legal matters incident to the authorization, issuance, sale and delivery of the Series 2015 Certificates are subject to the final approving opinion of Greenspoon Marder, P.A., Fort Lauderdale, Florida, as Special Counsel, which is to be delivered at the time of the delivery of the Series 2015 Certificates. The proposed form of such opinion is attached hereto as Appendix B. Greenspoon Marder, P.A., Fort Lauderdale, Florida, is also serving as Disclosure Counsel to the City. Certain legal matters in connection with the issuance of the Series 2015 Certificates will be passed upon for the City by Gordon Linn, Esq., City Attorney. Lewis, Longman & Walker, P.A., West Palm Beach, Florida is serving as counsel to the Underwriter. Certain legal matters will be passed on for the Trustee by Senior Counsel in the Legal Department of the Trustee.

### **Authenticity of Financial Data and Other Information**

The financial data and other information contained herein have been obtained from City records, audited financial statements and other sources, which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All the summaries of the statutes, documents and ordinances contained in this Offering Statement are made subject to all of the provisions of such statutes, documents and ordinances. The summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

### **Continuing Disclosure of Information**

The City will execute a Continuing Disclosure Certificate in the form attached as Appendix D for the benefit of the holders of the Series 2015 Certificates and agrees to provide certain financial information and operating data annually relating to the City commencing with the Fiscal Year ending September 30, 2015 and to provide notices of the occurrence of certain enumerated events, if material. Such covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities Exchange Commission (the "Rule"). The specific nature of the matters to be provided is set forth in Appendix D. A failure by the City to comply with the requirements of the Continuing Disclosure Certificate will not constitute a default under the Trust Agreement or Lease Agreement. In the event of a failure by the City to comply with any provision of the Continuing Disclosure Certificate, the holders of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Series 2015 Certificates may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with such obligations.

## **Compliance with Prior Undertakings**

The City has undertaken certain continuing disclosure obligations in prior continuing disclosure certificates relating to certain outstanding debt obligations of the City. Within the past five years, the City has been in compliance with all of its existing continuing disclosure obligations, in all material respects, and has implemented procedures to assure future compliance with all of its continuing disclosure obligations. **[TO BE CONFIRMED]**

## **Disclosure Required by Florida Blue Sky Regulations**

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that the City make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal and interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer such as industrial development bonds or private activity bonds issued on behalf of private businesses). The City is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

## **Forward-Looking Statements Disclaimer**

The statements contained in this Offering Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Offering Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. The City's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Offering Statement will prove to be accurate.

## **Certification of the Offering Statement**

At the time of payment for and delivery of the Series 2015 Certificates, the City will furnish a certificate, executed by proper officers, acting in their official capacity, to the effect that to the best of their knowledge and belief that insofar as the City and its affairs, including its financial affairs, are concerned, this Offering Statement did not and does not contain an untrue

statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Ordinance and the resolution of the Corporation authorizing the issuance of the Series 2015 Certificates confirm the use of this Offering Statement in connection with the public offering for sale of the Series 2015 Certificates, and authorize the use of this Offering Statement in the offering of the Series 2015 Certificates by the Underwriter.

**CITY OF POMPANO BEACH, FLORIDA**

By: \_\_\_\_\_  
Lamar Fisher, Mayor

ATTEST:

By: \_\_\_\_\_  
Asceleta Hammond, City Clerk

**POMPANO BEACH FINANCE CORPORATION**

By: \_\_\_\_\_  
Lamar Fisher, President

ATTEST:

By: \_\_\_\_\_  
Asceleta Hammond, Secretary

**APPENDIX A**

**GENERAL INFORMATION REGARDING THE CITY**

[INSERT STATISTICAL SECTION FROM CAFR]

**APPENDIX B**

**FORM OF SPECIAL COUNSEL'S OPINION**

**APPENDIX C**

**FORMS OF THE GROUND LEASE, LEASE AGREEMENT  
AND TRUST AGREEMENT**

**APPENDIX D**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

**APPENDIX E**

**EXCERPTS FROM THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR  
THE FISCAL YEAR ENDING SEPTEMBER 30, 2014**

**[APPENDIX F**

**SPECIMEN OF MUNICIPAL BOND INSURANCE POLICY]**

**EXHIBIT G**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

**CONTINUING DISCLOSURE CERTIFICATE**

**CERTIFICATES OF PARTICIPATION  
(Parking Garage Project), Series 2015  
Evidencing Undivided Proportionate Interest of the Owners Thereof  
in Basic Rent Payments to be Made by the  
CITY OF POMPANO BEACH, FLORIDA, as Lessee,  
Pursuant to the Lease-Purchase Agreement with  
POMPANO BEACH FINANCE CORPORATION, as Lessor**

Dated: May \_\_, 2015

## CONTINUING DISCLOSURE CERTIFICATE

**THIS CONTINUING DISCLOSURE CERTIFICATE** (“Certificate”) is executed and delivered by **THE CITY OF POMPANO BEACH, FLORIDA** (the “City”) in connection with the issuance of the \$\_\_\_\_\_ Certificates of Participation (Parking Garage Project), Series 2015 Evidencing Undivided Proportionate Interests of the Owners Thereof in Basic Rent Payments to be Made by the City of Pompano Beach, Florida, as Lessee, Pursuant to the Lease-Purchase Agreement with Pompano Beach Finance Corporation (the “Series 2015 Certificates”) as of the \_\_\_ day of May, 2015.

### W I T N E S S E T H:

**WHEREAS**, the Series 2015 Certificates are being issued pursuant to a Trust Agreement dated as of May 1, 2015, as same may be supplemented and amended from time to time (the “Trust Agreement”), among the City, the Pompano Beach Finance Corporation (the “Corporation”) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”); and

**WHEREAS**, the Disclosure Rule (hereinafter defined) imposes certain obligations on the City in connection with the Series 2015 Certificates; and

**WHEREAS**, the City now desires to execute this Disclosure Certificate with respect to the Disclosure Rule;

**NOW, THEREFORE**, the City hereby certifies as follows:

1. Recitals; Definitions. The foregoing recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Trust Agreement.

2. Definitions.

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 hereof.

“Beneficial Owner” shall mean any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2015 Certificates (including persons holding Series 2015 Certificates through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Series 2015 Certificates for federal income tax purposes.

“Business Day” shall mean a day other than a Saturday, Sunday or a day on which banks in the City of New York, New York are required or authorized to be closed or a day on which the New York Stock Exchange is closed.

“Disclosure Rule” shall mean Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (“SEC”) under the authority of the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Event of Bankruptcy” shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Listed Events” shall mean any of the events listed in Section 5 hereof.

“Obligated Person(s)” shall mean, with respect to the Series 2015 Certificates, those person(s), other than Insurers, who either generally or through an enterprise, fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Series 2015 Certificates, which person(s) shall include the City, and who are identified as such herein.

“Offering Statement” means the final Offering Statement dated \_\_\_\_, 2015 relating to the Series 2015 Certificates.

“Participating Underwriter” shall mean the original underwriter of the Series 2015 Certificates.

“Repository” shall mean shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access (“EMMA”) web portal at <http://emma.msrb.org>.

“State” shall mean the State of Florida.

3. Provision of Annual Reports.

(a) Not later than thirty (30) days following the date on which the City is required by applicable State law to receive its audited annual financial statements for the preceding Fiscal Year (currently 270 days following the end of the preceding Fiscal Year), prepared in accordance with generally accepted accounting principles, as modified by applicable State requirements and the governmental accounting standards promulgated by the Government Accounting Standards Board (the "Audit"), commencing with the Fiscal Year ending September 30, 2015, the City shall provide the Annual Report to the Repository. The Annual Report will also be made available by the City to each holder of Series 2015 Certificates who makes a written request for such information, upon payment of a reasonable charge therefor. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may incorporate by reference other information as provided in Section 4 below; provided that the Audit may be submitted separately from the balance of the Annual Report. If the City's Fiscal Year changes, the City shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) The City shall: (i) determine each year prior to the date for providing the Annual Report the name and address of the then current Repository; and (ii) file a report with the City Clerk certifying that the Annual Report has been provided pursuant to the requirements hereof, stating the date it was provided and listing the Repository to which it was provided, and send a copy of such report to any Insurer.

4. Contents of Annual Report. The Annual Report shall contain or incorporate by reference the following:

(a) the Audit of the City as of the end of the immediately preceding Fiscal Year; and

(b) an update, as of the end of the immediately preceding Fiscal Year for which an Audit is available or, to the extent applicable, as reflected in the City's then-current budget, of the financial information and operating data contained in the final offering statement prepared in connection with the sale and issuance of the Series 2015 Certificates (as amended, the "Offering Statement") consisting of (i) the information in the tables under the heading "SELECTED FINANCIAL MATTERS RELATING TO THE CITY," updated for the immediate prior five Fiscal Years of the City; and (ii) "APPENDIX A—General Information Regarding the City."

The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City; provided, however, that the City agrees that any such modification will be accomplished in a manner consistent with the Disclosure Rule. Any or all of the foregoing items may be incorporated by specific reference to other documents, including offering statements of debt issues or audited financial statements (including the Audit) of the City or related public entities, which have previously been submitted to the Repository. If the document incorporated by reference

is a final offering statement, it must be available from the Repository's Internet website. The City shall clearly identify each such other document so incorporated by reference.

5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2015 Certificates in a timely manner not in excess of ten (10) business days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;[\*]
5. substitution of credit or liquidity providers, or their failure to perform[\*];
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2015 Certificates, or other material events affecting the tax status of the Series 2015 Certificates;
7. modifications to rights of the holders of the Series 2015 Certificates, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2015 Certificates, if material;
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;

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[\*The Series 2015 Certificates have no credit enhancement.]

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. notice of any failure on the part of the City to meet the requirements of Section 3 hereof ; and
16. an Event of Default or an Event of Non-Appropriation under the Trust Agreement or a default or event of default under the Ground Lease or Lease Agreement.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

6. Termination of Reporting Obligations. The obligations of the City hereunder shall terminate upon the legal defeasance, prior prepayment or payment in full of all Outstanding Series 2015 Certificates. If such termination occurs prior to the final maturity of the Series 2015 Certificates, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

7. Dissemination Agent. The City may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate (the "Dissemination Agent") and may discharge any such Dissemination Agent with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate.

8. Obligated Persons. The Obligated Person with respect to the Series 2015 Certificates shall be the City.

9. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Certificate, the Trustee may, and upon written request of the holders of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Series 2015 Certificates, shall, at the expense of the City, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or

the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. Notwithstanding any other provision of the Trust Agreement, failure of the City or the Dissemination Agent to comply with the requirements of this Disclosure Certificate shall not be considered an event of default under the Trust Agreement or Related Certificate Documents (as defined in the Trust Agreement), and the sole remedy under this Disclosure Certificate in the event of any failure of the City or Dissemination Agent to comply with the provisions of this Disclosure Certificate shall be an action to compel performance.

10. Amendment; Waiver. Notwithstanding any other provision hereof, the City and the Dissemination Agent may amend the provisions of this Disclosure Certificate without consent of the holders of Series 2015 Certificates, and any provision of this Disclosure Certificate may be waived provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(b), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2015 Certificates, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Disclosure Rule at the time of the original issuance of the Series 2015 Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either: (i) is approved by the holders of the Series 2015 Certificates in the same manner as provided herein for amendments to this Disclosure Certificate; or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Series 2015 Certificates.

Notwithstanding the foregoing, the City and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Disclosure Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

11. Additional Information. Nothing herein shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in an Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the City shall have no obligation to update such information or include it any future Annual Report or notice of occurrence of a Listed Event.

12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Agreement and the City indemnifies and saves harmless the Dissemination Agent, its officers, directors, employees and agents, from and against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2015 Certificates.

13. Purpose of this Agreement. This Agreement constitutes the written undertaking for the benefit of the Beneficial Owners of the Series 2015 Certificates required by Section (b)(5)(i) of the Disclosure Rule.

14. Beneficiaries. The covenants contained herein shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and the holders and Beneficial Owners from time to time of the Series 2015 Certificates and shall create no rights in any other person or entity.

15. Governing Law. This Disclosure Certificate shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year set forth above.

**CITY OF POMPANO BEACH, FLORIDA**

Attest:

\_\_\_\_\_  
Asceleta Hammond, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, [Vice] Mayor

[SEAL]

**JOINDER**

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee under the Trust Agreement, hereby joins in Section 9 of this Disclosure Certificate and agrees to be bound thereby.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A, as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

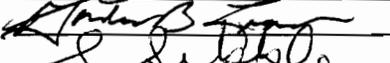
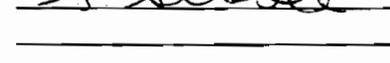
REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation
SHORT TITLE	<p>AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5TH STREET BETWEEN THE CITY OF POMPANO BEACH AND POMPANO PIER ASSOCIATES, LLC; AUTHORIZING THE MAYOR OR VICE MAYOR, CITY CLERK AND CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY FUTURE NON-MATERIAL AMENDMENTS TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND TO THE PARCEL GROUND LEASES TO BE ENTERED INTO BY THE CITY PURSUANT TO THE TERMS OF THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.</p>			

**Summary of Purpose and Why:**

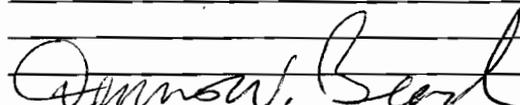
On July 22, 2014, the Pompano Beach City Commission approved the Amended and Restated Development Agreement between the City of Pompano Beach (City) and Pompano Pier Associates, LLC (PPA). Since that time, the City has approved the design contracts for the Pier Parking Garage and New Pier Structure as well as substantially completed the new Beach Library. Now that the dates for these affiliated projects are more defined, it has become necessary to revise the Development Timeline so that the development of the parcels and the Arch can logistically and synergistically foster a successful Pier development project. Additionally, it has also become apparent that more equitable payment terms for the utilities in the Existing Concession Building Restrooms were needed since the restrooms are used by both patrons of the Concessions, which PPA will operate, as well as the public beachgoers.

- (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: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
CRA	<u>3/2/15</u>	<u>Approval</u>	
City Attorney	<u>7/22/15</u>	<u>Approval</u>	
Finance	<u>2/27/15</u>	<u>Approval</u>	



X City Manager



ACTION TAKEN BY COMMISSION:

	<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
	Results: <u>3/10/15</u>	Results: _____	Results: _____
	<u>Approved as amended</u>	_____	_____
2nd	<u>Reading: 3/24/15</u>	_____	_____
	_____	_____	_____



P. O. Drawer 1300  
Pompano Beach, FL 33061

Phone: (954) 786-5535  
Fax: (954) 786-7836

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## MEMORANDUM

**Date:** March 24, 2015

**To:** Pompano Beach City Commission

**From:** Adriane Esteban, Project Manager

**Re:** First Amendment to the Amended and Restated Development Agreement

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### Background

On July 22, 2014, the Pompano Beach City Commission approved the Amended and Restated Development Agreement between the City of Pompano Beach (City) and Pompano Pier Associates, LLC (PPA). Since that time, the City has approved the design contracts for the Pier Parking Garage and New Pier Structure as well as substantially completed the new Beach Library. Now that the dates for these affiliated projects are more defined, it has become necessary to revise the Development Timeline so that the development of the parcels and the Arch can logistically and synergistically foster a successful Pier development project. Additionally, it has also become apparent that more equitable payment terms for the utilities in the Existing Concession Building restrooms were needed since the restrooms are used by both patrons of the Concessions, which PPA will operate, as well as the public beachgoers.

### Agenda Item

The revised terms specified in the First Amendment include the following:

- The Development Timeline extends the dates for Parcels E and the 1st of Parcels R1, R2, R3, C1 or C2 by 3 months and for Parcel R4 an extension of 4 months. The main driver for this change is the completion of the Pier Parking Garage (Garage). In order for the restaurants and retail businesses to be successful, adequate parking will be needed. It is important that the Garage be completed or near completion when construction for the parcels starts. The Developer will also be in a better negotiating position with tenants if the timeline is revised to coincide with the Garage completion.
- The City and Developer will equitably split the cost of the utilities for the Existing Concession Building Restrooms. If the meter for the restrooms and rest of the building is shared, as is the present condition, the developer will pay 80% of the utilities up to a maximum annual amount equal to 50% of the minimum rent for the current lease year, and the City will pay 20% plus any charges in excess of 50% of the minimum rent for the current lease year. If the meters are ever separated between the restrooms and rest of the building, then the developer will pay 70% of the utilities costs for the restrooms up to a

# CRA

## POMPAÑO BEACH

P. O. Drawer 1300  
Pompano Beach, FL 33061

Phone: (954) 786-5535  
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maximum annual amount equal to 50% of the minimum rent for the current lease year, and the City will be responsible for the remaining 30% plus any charges in excess of 50% of the minimum rent for the current lease year; while the developer will pay 100% for the rest of the building.

- The Arch construction schedule will be tied to the New Pier Structure, with the Arch construction occurring within 12 months of the New Pier Structure completion rather than within two years of the Lease Term. The New Pier Structure construction will need to utilize the area where the Arch is to be located for loading and staging, so it is in the best interest of all parties to wait until the New Pier Structure is completed before the Arch is constructed.
- The City will have the Garage's design-build team demolish the Fire Station and Library by July 31, 2015, and the developer will reimburse the City for the cost of the Library demolition. This will enable the design-build team to optimize site control and gives additional time for the Fire Station and Beach Library to relocate to their new facilities.
- The Garage construction will have use of Parcel R5 as a staging area
- The Ordinance will authorize the Mayor or Vice Mayor, in the absence of the Mayor, City Clerk and City Manager, to execute further non-material changes to the Development Agreement or Parcel Ground Lease provided that such changes do not delay either party's performance by more than 180 days from the date stated in the approved agreement and lease, or increase or decrease by more than ten percent (10%) any dollar amounts or square footages stated in the agreement or lease. For the second reading, the language in the ordinance has been modified to state the square footage cannot exceed what is provided in the Agreement (48,500SF) and gives the City Manager, or his designee, the ability to notify the Commissioners of any non-material changes by e-mail before they are approved administratively. The Commissioners will then have seven days to submit their objection. If there are no objections then the changes will be administratively approved, however if there is an objection then the City Manager shall place the request before the City Commission for consideration as soon as reasonably possible. This path for administrative approval of non-material changes will allow minor deviations to be approved in a timely manner so that the progress of the Pier Development is not stalled.

This First Amendment updates terms and schedules of the Pier development for the clarification and benefit of both parties. Approval of this amendment shows the City and Developer's commitment to create a desirable destination and successful new development in the City of Pompano Beach.

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT RELATING TO CITY PROPERTY LYING BETWEEN NORTH OCEAN BOULEVARD (A1A) AND THE ATLANTIC OCEAN AND BETWEEN ATLANTIC BOULEVARD (S.R. 814) AND NE 5<sup>TH</sup> STREET BETWEEN THE CITY OF POMPANO BEACH AND POMPANO PIER ASSOCIATES, LLC; AUTHORIZING THE MAYOR OR VICE MAYOR, CITY CLERK AND CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY FUTURE NON-MATERIAL AMENDMENTS TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND TO THE PARCEL GROUND LEASES TO BE ENTERED INTO BY THE CITY PURSUANT TO THE TERMS OF THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City owns property which is a prime redevelopment parcel located as a landmark site between A1A and the ocean, and between Atlantic Boulevard and NE 5<sup>th</sup> Street, hereinafter the "Property"; and

**WHEREAS**, the City and Pompano Pier Associates, LLC, ("Developer") entered into a Development Agreement for the development of the Property, approved by City Ordinance No. 2013-39; and

**WHEREAS**, the City and the Developer subsequently entered into an Amended and Restated Development Agreement for the development of the Property, approved by City Ordinance No. 2014-49; and

**WHEREAS**, the Amended and Restated Development Agreement provides that the City and Developer or its permitted assigns will execute a series of Parcel Ground Leases in substantially the form attached as Exhibit D to the Amended and Restated Development Agreement for various phases of the development according to a timeline; and

**WHEREAS**, the City and the Developer now wish to amend the Amended and Restated Development for the development of the Property; 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 foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct.

**SECTION 2.** That a First Amendment to Amended and Restated Development Agreement between the City of Pompano Beach and Pompano Pier Associates, LLC, a copy of which amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 3.** That the proper City officials are hereby authorized to execute said amendment.

**SECTION 4.** Without further approval of the City Commission, the Mayor or Vice Mayor, in the absence of the Mayor, City Clerk and City Manager, are hereby authorized to

execute on behalf of the City, further non-material changes to the Amended and Restated Development Agreement provided that such changes do not delay either party's performance by more than 180 days from the date stated in the Amended and Restated Development Agreement approved by City Ordinance No. 2014-49, or increase or decrease by more than ten percent (10%) any dollar amounts or square footages stated in the Amended and Restated Development Agreement approved by City Ordinance No. 2014-49; and further provided that the total square footage shall not exceed that which is provided for in the said Amended and Restated Development Agreement.

**SECTION 5.** Without further approval of the City Commission, the Mayor or Vice Mayor, in the absence of the Mayor, City Clerk and City Manager, are hereby authorized to execute on behalf of the City, non-material changes to an executed Parcel Ground Lease provided that such changes do not delay either party's performance by more than 180 days from the date stated in the executed Parcel Ground Lease, or increase or decrease by more than ten percent (10%) any dollar amounts or square footages stated in the executed Parcel Ground Lease; and further provided that the total square footage shall not exceed that which is provided for in the said Amended and Restated Development Agreement.

**SECTION 6.** The City Manager, or his designee, shall provide e-mail notice of any proposed non-material changes to time periods and dollar amounts in either the Amended and Restated Development Agreement or any executed Parcel Ground Lease. If no objection to the request is received by the City Manager within seven (7) days subsequent to the date of the e-mail notice, the change shall be executed by the authorized signatories. If an objection is made, the City Manager shall place the request before the City Commission for consideration as soon as reasonably possible.

**SECTION 7.** 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 8.** 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  
3/17/15  
L:ord/2015-249 clean

**FIRST AMENDMENT TO  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“First Amendment”)** is dated as of \_\_\_\_\_ and is between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation (“City”) and **POMPANO PIER ASSOCIATES, LLC**, a Florida limited liability company (“Developer”).

**RECITALS:**

City and Developer have entered into an Amended and Restated Development Agreement dated July 28, 2014 (“Agreement”) for the development, leasing and operation of approximately 6.125 acres of oceanfront property located on Pompano Beach Boulevard (“Property”).

City and Developer now wish to amend the Agreement in order to change certain deadlines and make other changes as set forth in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT:**

1. **Revised Development Timeline.** The Development Timeline attached as **Exhibit C** to the Agreement has been revised and is attached as **Exhibit A** to this First Amendment.
2. **Restrooms in Existing Concession Building.** Section 7.1.4 of the Agreement is amended in its entirety to read as follows (added language is underlined and in bold, deleted language has a line through it):

7.1.4 **Restrooms in Existing Concession Building.** During the Lease Term of the Parcel E Ground Lease, the City will be responsible for paying for and carrying out the maintenance and operation of the restrooms located in the Existing Concession Building. The Developer will pay for the utilities that service the restrooms, **as follows:**

- (a) **If the restrooms in the Existing Concession Building are metered separately from the rest of the building, the Developer will be responsible for paying (i) 70% of the utility charges for the restrooms, up to an annual maximum amount equal to 50% of the Parcel E Minimum Rent due for the current Lease Year, and (ii) 100% of the utility charges for the remainder of the Existing Concession Building. The City will pay 30% of the restroom utility charges plus any portion of Developer’s share of the restroom utility charges in excess of 50% of the Parcel E Minimum Rent due for the current Lease Year.**
- (b) **If the restrooms in the Existing Concession Building are not separately metered, the Developer will pay 80% of the utility**

charges for the Existing Building, up to an annual maximum amount equal to 50% of the Parcel E Minimum Rent due for the current Lease Year. The City will pay 20% of the utility charges plus any portion of Developer's share in excess of 50% of the Parcel E Minimum Rent due for the current Lease Year.

(c) The Developer will bill the City for its share of the utilities on a monthly basis, and the City will pay the billed costs within 30 days after receipt from the Developer of the invoice and copies of the actual utility bills.

3. **Arch.** Section 7.1.6 of the Agreement is amended to read as follows:

7.1.6 **Arch.** Developer will construct the Arch on Parcel E ~~during the first two years of the Lease Term.~~ within 12 months after the construction of a New Pier Structure (as described in Section 19.3) is completed. If the City makes a final determination that it will not construct a New Pier Structure in the foreseeable future, the Developer shall commence construction of the Arch within 12 months after the City makes such final determination.

4. **Obligations of City Prior to Development.** Section 15 of the Agreement is amended to read as follows:

15. **Obligations of City Prior to Development.** City acknowledges that the following undertakings ("**City Obligations**") must be completed in order for the Developer to commence development of the Property.

15.1 **Demolition of Library and Fire Station.** City will demolish the Broward County Public Library ("**Library**") and the fire station ("**Fire Station**") located on the Property by July 31, 2015. Developer will reimburse the City the sum of \$25,116.70 for the cost of demolition of the Library within 10 days after receipt of written notice from the City that the Library has been demolished. Developer's failure to reimburse the City for the cost of the demolition will be an event of Default under this Agreement. ~~City agrees to remove from the Property the fire station ("**Fire Station**") currently located on the Property upon the later of~~

~~15.1.1. 30 days after Developer submits an application for a construction permit as described in the City Code ("**Building Permit**") for the first to be developed of Parcel R1, R2, R3 or R4; or~~

~~15.1.2. December 31, 2014.~~

~~15.2 **Library.** City is seeking an alternate location for the Broward County Public Library ("**Library**") currently located on the Property, and may decide to physically move the existing Library structure by truck or other vehicle to a new location. City agrees to relocate the Library on or before December 31, 2014. If City wants developer to demolish the Library, City~~

~~must notify Developer in writing on or before September 30, 2014, and thereafter Developer will demolish the library at Developer's expense. If Developer demolishes the Library building before Developer is ready to start construction in the location of the Library, Developer will be required to resurface the former Library area with either paving or grass at Developer's expense.~~

5. **Parking Garage.** The following subsection is added to Section 22 of the Agreement:
  - 22.6 **Staging of Garage Construction. Developer acknowledges and agrees that the City has the right to use the southwest corner of the Property shown as Parcel R-5 on the Master Plan as a staging area during the period of construction of the Parking Garage, but not later than December 31, 2016.**
7. **Ratification of Agreement.** The Agreement, as amended by this First Amendment, remains in full force and effect on the date hereof.

[SIGNATURES ON FOLLOWING PAGES]

The parties have executed this First Amendment on the dates set forth below their respective signatures.

Witnesses:

“CITY”

CITY OF POMPANO BEACH, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

\_\_\_\_\_  
MARY L. CHAMBER, CITY CLERK

Dated: \_\_\_\_\_

Approved by:

(SEAL)

\_\_\_\_\_  
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 PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

NOTARY'S SEAL

\_\_\_\_\_  
Commission Number

*City Signature Page to First Amendment*

Witnesses:

[Signature]  
[Signature]

“DEVELOPER”

POMPANO PIER ASSOCIATES, LLC, a Florida limited liability company

By: [Signature]  
RICHARD CASTER, President

Date: 2/25/14

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of February, 2015, by RICHARD CASTER, as President of Pompano Pier Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
John A. Jacobs  
Commission # EE129338  
Expires: SEP. 12, 2015  
BONDED THRU ATLANTIC BONDING CO., INC.

NOTARY'S SEAL

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

John A. Jacobs  
(Name of Notary Typed, Printed or Stamped)

EE129338  
Commission Number

**Exhibit A to First Amendment**

**Exhibit C to Amended and Restated Development Agreement  
Development Timeline as of February 18, 2015**

<b>Parcel</b>	<b>Lease Execution (LE)</b>	<b>Design Plans</b>	<b>Obtain Permits</b>	<b>Commence Construction</b>	<b>Substantial Completion</b>
<b>1<sup>st</sup> of Parcels R1, R2, R3, C1 or C2</b>	<u>31-Mar-2015</u> (LE/1)	<u>30-Sept-2015</u> (LE/1 + 6 mos)	<u>28-Feb-2016</u> (LE/1 + 11 mos)	<u>30-Apr-2016</u> (LE/1 + 13 mos)	<u>31-Mar-2017</u> (LE/1 + 24 mos)
<b>2<sup>nd</sup> of Parcels R1, R2, R3, C1 or C2</b>	30-Sep-2015 (LE/2)	31-Mar-2016 (LE/2 + 6 mos)	30-Aug-2017 (LE/2 + 11 mos)	30-Oct-2017 (LE/2 + 13 mos)	30-Sep-2017 (LE/2 + 24 mos)
<b>3<sup>rd</sup> of Parcels R1, R2, R3, C1 or C2</b>	30-Jun-2016 (LE/3)	31-Dec-2016 (LE/3 + 6 mos)	31-May-2017 (LE/3 + 11 mos)	31-Jul-2017 (LE/3 + 13 mos)	30-Jun-2018 (LE/3 + 24 mos)
<b>4<sup>th</sup> of Parcels R1, R2, R3, C1 or C2</b>	31-Mar-2017 (LE/4)	31-Sep-2017 (LE/4 + 6 mos)	28-Feb-2018 (LE/3 + 11 mos)	30-Apr-2018 (LE/4 + 13 mos)	31-Mar-2019 (LE/4 + 24 mos)
<b>5<sup>th</sup> of Parcels R1, R2, R3, C1 or C2</b>	31-Dec-2017 (LE/5)	31-Jun-2018 (LE/5 + 6 mos)	31-Nov-2018 (LE/5 + 11 mos)	31-Jan-2019 (LE/5 + 13 mos)	31-Dec-2019 (LE/5 + 24 mos)
<b>Parcel E</b>	<u>31-Mar-2015</u> (LE/1)	<u>30-Sept-2015</u> (LE/1 + 6 mos)	<u>28-Feb-2016</u> (LE/1 + 11 mos)	<u>30-Apr-2016</u> (LE/1 + 13 mos)	<u>31-Mar-2017</u> (LE/1 + 24 mos)
<b>Parcel R4</b>	<u>30-Apr-2016</u> (LE/R4)	<u>31-Jul-2016</u> (LE/R4 + 3 mos)	<u>31-Oct-2016</u> (LE/R4 + 6 mos)	<u>31-Dec-2016</u> (LE/R4 + 8 mos)	<u>30-Apr-2017</u> (LE/R4 + 12 mos)
<b>Parcel R5/H</b>	31-Dec-2016 (LE/R5)	31-Jun-2017 (LE/R5 + 6 mos)	31-Dec-2017 (LE/R5 + 12 mos)	31-Mar-2018 (LE/R5 + 15 mos)	30-Sep-2019 (LE/R5 + 33 mos)

Notes:

1. All dates shall be the later of the tentative dates shown in the table or the time period shown in the table.
2. All dates are outside dates, but may be adjusted in accordance with the provisions of the Development Agreement.
3. R4 and R5 dates assume Parking Garage completion by December 31, 2016.

REQUESTED COMMISSION ACTION:

Consent     
  Ordinance     
  Resolution     
  Consideration/ Discussion     
  Presentation

SHORT TITLE      An ordinance approving and authorizing the proper city officials to execute an Agreement between the City of Pompano Beach and Bob Loring Enterprises, Inc. relating to the golf professional and operation and control of the driving range and pro shop at the Pompano Beach Municipal Golf Course.  
 (See fiscal impact below)

**Summary of Purpose and Why:**

The current agreement between the City and Robert Loring Enterprises, Inc. for Golf Professional Services terminates on March 31, 2015 and this agreement replaces the parties' former agreement in its entirety and provides for a revised scope of services, compensation rate and standard operating procedures. As the City's independent contractor, Mr. Loring will operate and control the Driving Range, Pro-shop, Bag Room and act as the Golf Professional. The agreement will be overseen by the Golf Course Manager. The Agreement is for a term of 5 years commencing on April 1, 2015 and expires on March 31, 2020 and provides for two 5 year renewal options with approval of both parties.

- (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: March 31, 2020
- (4) Fiscal impact and source of funding: Other Professional Services Account 482-4820-576-31-60  
Driving Range starting April 1, 2015 - \$42,352.52; increases 3% per year and Personnel Expenses of \$77,463 per year with increase for minimum wage under FLSA. See Article 5 of agreement pg. 5

DEPARTMENTAL COORDINATION	DATE	RECOMMENDATION	
Parks & Recreation	<u>2-25-15</u>	<u>Approve</u>	<u>Mark Beaudreau</u>
City Attorney	<u>2/26/15</u>	<u>Approve</u>	<u>Robert Loring</u>
Internal Audit	<u>2-25-15</u>	<u>Approve</u>	<u>Robert Loring</u>
Risk Management	<u>3-3-15</u>	<u>Approved</u>	<u>E. Beech</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>	<u>James W. Seal</u>	

**ACTION TAKEN BY COMMISSION:**

Ordinance	Resolution	Consideration
Workshop		
1 <sup>st</sup> Reading <u>3/10/15</u>	1 <sup>st</sup> Reading	Results:
Approved		
2 <sup>nd</sup> Reading <u>3/24/15</u>		

# MEMORANDUM

## Parks, Recreation & Cultural Arts

### Memorandum 15-A51

DATE: February 25, 2015

TO: Dennis Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Agenda Item – Ordinance Independent Contractor Agreement  
Bob Loring Enterprises, Inc. for Golf Professional Services

Please place the attached ordinance on the March 10, 2015, City Commission Agenda. The City Clerk's Office has advertised the ordinance for first reading for March 10, in the February 20, edition of the Sun-Sentinel. The current agreement for Golf Professional Services terminates on March 31, 2015 and this agreement replaces the parties' former agreement in its entirety and provides for a revised scope of services, compensation rate and standard operating procedures. The new agreement requires the Golf Professional to host three new golf tournaments, Golf Pro's employees to wear uniforms and for Golf Pro employees to participate in customer service training. As the City's independent contractor Mr. Loring (Bob Loring Enterprises) will operate and control the Driving Range, Pro-shop, Bag Room and act as the Golf Professional. The Golf Course Manger will oversee the Golf Professional Services Agreement.

If you have any questions regarding the agreement please feel free to contact me at 954-786-4191.

afh

cc: Brian Campbell, Golf Course Manager

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

**AN ORDINANCE 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 BOB LORING ENTERPRISES, INC. RELATING TO THE GOLF PROFESSIONAL AND OPERATION AND CONTROL OF THE DRIVING RANGE AND PRO SHOP AT THE POMPANO BEACH MUNICIPAL GOLF COURSE; 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 relating to the golf professional at the Pompano Beach Municipal Golf Course to operate and control the golf driving range and pro shop, between the City of Pompano Beach and Bob Loring Enterprises, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute the said agreement between the City of Pompano Beach and Bob Loring Enterprises, Inc.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

FP/ds  
2/3/15  
L:ord/2015-201f

**City of Pompano Beach**

**AGREEMENT**

**with**

**Bob Loring Enterprises, Inc.**

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Exhibit 4	Report of Hazardous Condition
Exhibit 5	Injury and Illness Report (OSHA Form 301)
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THIS AGREEMENT (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

**CITY OF POMPANO BEACH**, a municipal corporation located in Broward County, Florida (hereinafter “CITY”),

and

**BOB LORING ENTERPRISES, INC.**, a Florida for profit corporation (hereinafter “CONTRACTOR”).

**WHEREAS**, CONTRACTOR presently serves as the golf professional at the Pompano Beach Municipal Golf Course (the “CITY Property,” depicted in Exhibit 1) and operates and controls the golf driving range and Pro Shop situated thereon under an Independent Contractor Agreement between the parties dated June 10, 2010, which was subsequently amended on December 9, 2014, and which is scheduled to expire on March 31, 2015; and

**WHEREAS**, this Agreement replaces the parties’ former Agreement in its entirety and provides for a revised scope of services, compensation rate and standard operating procedures; and

**WHEREAS**, CITY has determined that entering into this Agreement with CONTRACTOR to provide the foregoing professional golf services at the CITY Property is in the best interest of the public; and

**WHEREAS**, CITY and CONTRACTOR 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, CITY and CONTRACTOR agree as follows.

**ARTICLE 1  
REPRESENTATIONS**

A. **Representations of CITY.** CITY makes the following representations to CONTRACTOR, which CITY acknowledges CONTRACTOR 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. CONTRACTOR 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 Golf Course Manager.

B. **Representations of Bob Loring Enterprises, Inc.** CONTRACTOR makes the following representations to CITY, which CITY relies upon in entering into this Agreement.

1. Bob Loring Enterprises, Inc. is a Florida for profit corporation duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. CONTRACTOR's execution, delivery, consummation and performance under this Agreement will not violate or cause CONTRACTOR to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which CONTRACTOR is a party or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

3. The individual executing this Agreement and related documents on behalf of Bob Loring Enterprises, Inc. is duly authorized to take such action which action shall be, and is, binding on CONTRACTOR.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting Bob Loring Enterprises, Inc. or its principals that CONTRACTOR is aware of which would have any material effect on CONTRACTOR's ability to perform its obligations under this Agreement.

5. CONTRACTOR 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 CONTRACTOR and its employees, subcontractors or other agents under this Agreement shall be of the highest quality of skill and care used by other golf professionals and driving range and Pro Shop operators at other high-end daily fee golf facilities.

7. CITY shall be entitled to rely upon the professional instruction, administrative, management and interpersonal skills of CONTRACTOR or others authorized by CONTRACTOR under this Agreement.

8. CONTRACTOR 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 activities in a professional, reputable manner.

9. CONTRACTOR agrees to be bound by all terms, conditions, duties obligations and specifications set forth in this Agreement.

10. CONTRACTOR has performed labor calculations for the driving range and determined its staffing responsibilities hereunder equate to approximately 6,950 service

hours annually and CONTRACTOR agrees to annually provide that amount of staffing for the driving range during the term of this Agreement.

11. CONTRACTOR understands and agrees that the CITY desires to operate the CITY Property as a high-end daily fee golf facility and warrants to consistently furnish all professional services hereunder in a manner that will promote the foregoing CITY goal.

**ARTICLE 2  
NON-ASSIGNABILITY AND SUBCONTRACTING**

A. This Agreement is not assignable and CONTRACTOR agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by CONTRACTOR to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the CITY Commission of Pompano Beach.

However, to obtain CONTRACTOR's maximum performance hereunder, from time to time CONTRACTOR may supplement its personnel at the CITY Property with the addition of other outside professional personnel who shall be hired at CONTRACTOR's sole expense and not deemed to be sub-contractor for the purposes of this Article.

C. 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. In the event of CONTRACTOR'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 CONTRACTOR hereunder shall immediately cease and terminate.

D. Nothing herein shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits hereunder to anyone other than CITY and CONTRACTOR.

**ARTICLE 3  
TERM AND RENEWAL**

This Agreement shall be for a term of five (5) years to commence on April 1, 2015, and terminate on March 31, 2020. The CITY reserves the right to extend this Agreement with two (2) five-year renewal options provided both parties agree in writing to said extension. Renegotiation should commence at least 180 days prior to normal termination.

Should the CITY decide not to renew this Agreement, CITY shall notify CONTRACTOR at least three (3) months prior to termination of this Agreement to allow CONTRACTOR an opportunity to liquidate any Pro Shop merchandise.

**ARTICLE 4**  
**ACCOUNTING, RECORDKEEPING AND BACKGROUND CHECK PROCEDURES**

A. CONTRACTOR shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit 1 attached hereto and made a part hereof.

B. CONTRACTOR shall provide the CITY's Golf Course Manager a monthly statement detailing gross revenues from the driving range, sales tax collected and staffing expense (including payroll, employer's portion of FICA, Medicare, and worker's compensation insurance) which has been reviewed, approved and attested to as accurate, by the signature of Robert M. Loring. Driving range gross revenue shall be any revenue that results from the operation of the driving range pursuant to this Agreement. CONTRACTOR may retain all revenues from the Pro Shop and any other sources, however, all retained revenues shall be recorded on a CITY cash register by product code and a "Z" tape of total register sales activity shall be taken on a daily basis. If payment is due and owing, CONTRACTOR shall pay CITY an additional charge of twenty-five dollars (\$25.00) per day for each day's delay in payment, retroactive to the first day the payment is due. CITY's right to access the foregoing penalty shall be in addition to any other legal remedies or CITY's s right to terminate this Agreement as set forth herein.

C. CONTRACTOR's fiscal year shall begin on January 1 of the calendar year. CONTRACTOR shall deliver each year to the Golf Course Manager compiled financial statements performed by a certified public accountant as recorded during the course of CONTRACTOR's fiscal operation, and CONTRACTOR shall be responsible for submitting such reports for any partial year. The compiled financial statements shall include the Balance Sheet and related Statements of Income, Earnings and Cash Flows in accordance with the standards established by the American Institute of Certified Public Accountants. The Statement of Income shall be required to separately break out all Pro Shop revenues and expenses and driving range revenues and expenses.

CONTRACTOR shall prepare the compiled financial statements at its sole expense and provide CITY same no later than ninety (90) days following the close of the fiscal year. In the event CONTRACTOR fails to comply with the foregoing, CITY may employ a certified public accountant to make such an examination at CONTRACTOR's expense. The cost of the examination shall be borne by CONTRACTOR who shall promptly pay for same.

D. CITY's agents shall have the right to examine and audit CONTRACTOR's books and records during business hours. If such examination or audit discloses a liability of range revenue, CONTRACTOR shall pay the amount due, and if such liability exceeds three percent (3%) of the range revenue paid by CONTRACTOR, CONTRACTOR shall pay the amount due, and in addition thereto, CONTRACTOR shall pay for the cost of the audit.

E. CONTRACTOR 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). 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.

F. Within 72 business hours of CITY's written request, CONTRACTOR shall make available for CITY's inspection and review, all Schedules, Time Sheets, Logs, Reports and other records attendant to CONTRACTOR's provision of goods and services hereunder.

G. Prior to allowing any of its employees to provide services at the CITY Property, for each proposed employee CONTRACTOR shall provide CITY's Golf Course Manager and Human Resources Director (the "HR Director) copies of the following: (i) a completed application for employment and (ii) background checks conducted in accordance with the procedures memorialized in Exhibit 2.

The foregoing documentation shall be simultaneously provided electronically to the CITY's Golf Course Manager and HR Director under cover of the formal transmittal memo attached hereto as Exhibit 3 which shall be reviewed by both the Golf Course Manager and the CITY's Human Resources Director for their final decision within five (5) business days (or as soon thereafter as is reasonably possible) regarding whether the CITY rejects or accepts the proposed employee. Proposed employees must receive the foregoing written CITY approval prior to commencing services at the CITY Property.

All background screening shall be conducted at CITY's sole expense. CONTRACTOR's failure to comply with the foregoing background submittal and CITY approval/rejection procedures shall be deemed a material breach of this Agreement.

**ARTICLE 5**  
**COMPENSATION FOR SERVICES**

A. As consideration for the services CONTRACTOR provides during the first year of this Agreement at the driving range on the CITY Property, CITY shall pay CONTRACTOR \$42,352.52 annually. The aforesaid annual compensation rate shall be increased by three (3%) percent per year on April 1 of each subsequent year of this Agreement so that the compensation per year, to be paid in equal monthly payments, shall be as follows:

April 1, 2015	\$42,352.52
April 1, 2016	\$43,623.10
April 1, 2017	\$44,931.79
April 1, 2018	\$46,279.74
April 1, 2019	\$47,668.13

B. In addition to the aforesaid compensation, CONTRACTOR shall receive \$77,463.02 per year payable in equal monthly installments or personnel related expenses for the driving range. However, should the minimum wage under the Fair Labor Standards Act (FLSA) increase at any time during the life of this Agreement, the monthly installments paid to CONTRACTOR shall be increased beginning with the monthly installment to be paid in the month following the FLSA increase to the minimum wage. Said increase to each monthly installment paid to CONTRACTOR shall be equal to the sum of the following divided by twelve:

1. The dollar amount of the hourly minimum wage increase multiplied by 6,950 plus;
2. The dollar amount of the hourly minimum wage increase multiplied by 6,950 multiplied by the sum of the following:
  - a) the applicable employer's FICA percentage plus;
  - b) the applicable FUTA percentage plus;
  - c) the applicable SUTA percentage plus;
  - d) the applicable workmen's compensation percentage.

C. CONTRACTOR agrees to submit invoices for services provided hereunder on the fifteenth (15) day of each month which CITY agrees to pay within ten (10) business days of CITY's receipt of said invoice(s).

D. Unless otherwise authorized by law and subject to the provisions of Articles 12, 14, 18 and 21 hereunder, CITY's obligation for payment to CONTRACTOR is limited to the availability of funds appropriated in each current fiscal year period and continuation of this Agreement into each subsequent fiscal period is subject to appropriation of funds.

## **ARTICLE 6 RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall be responsible stock, manage and staff the Golf Pro Shop; provide private and group golf lessons; and operate and staff the driving range and bag room at the CITY Property. CONTRACTOR shall provide all services hereunder and such additional duties as the Golf Course Manager may from time to time reasonably require of CONTRACTOR, in a professional manner consistent with CITY policies, including developing and adhering to written protocols that ensure for safe operations and prompt delivery of services at the CITY Property and that public resources are properly tracked and appropriated. CONTRACTOR agrees to follow the policies and directives of the CITY's Golf Course Manager but in the absence thereof, CONTRACTOR shall exercise its reasonable judgment in discharging its duties hereunder.

B. Full-time Responsibilities of Robert M. Loring as the Golf Professional. CONTRACTOR understands and accepts that it is the CITY's intent that Robert M. Loring shall serve as the Golf Professional at the CITY Property and also operate and manage the Pro Shop, driving range and bag room situated thereon, all of which shall be on full-time basis. As such, CONTRACTOR understands and agrees that CONTRACTOR shall submit an advance monthly schedule to the Golf Course Manager identifying any day(s) for which Robert M. Loring plans not to be present at the CITY Property. The aforementioned schedule shall cover all days of the year excluding Christmas Day.

At least one week prior to any planned absence of Robert M. Loring at the CITY Property, Robert M. Loring shall submit to the CITY's Golf Course Manager, written notice designating an assistant professional who shall provide such full-time coverage in his absence. Any assistant professional proposed to serve in Robert M. Loring's absence shall be subject to the written approval of the CITY's Golf Course Manager and familiar with all operations, personnel, facilities, emergency/routine procedures, and regulations governing the CITY Property.

C. To Sell Accessories at the Pro Shop and Operate a Bag Storage Room. CONTRACTOR shall stock and sell at reasonable prices, golf balls, clubs, clothing and other related golf accessories at the Pro Shop; operate the bag storage room on the Property; and repair golf clubs in a proper and workmanlike manner for such remuneration as is customarily paid for work of a like nature. CONTRACTOR, at CONTRACTOR's sole expense, shall provide all necessary supplies, merchandise, machinery, materials and tools to provide the aforesaid services. CONTRACTOR agrees to provide professional staffing at the bag storage room and to increase said staffing when the volume of play warrants increased supervision as determined by the CITY's Golf Course Manager.

D. To Give Lessons. CONTRACTOR may, when requested to do so, give instruction in the game of golf to any person at a charge to be determined by CONTRACTOR. CONTRACTOR shall have the right to hire, at CONTRACTOR's sole expense, such assistant professionals as CONTRACTOR may deem necessary. A maximum of twelve (12) persons, including Robert M. Loring and two (2) of his family members along with such assistant professionals as CONTRACTOR shall designate in writing to the Golf Course Manager, shall have free use of the CITY Property, including the golf courses, driving range, putting green, and use of electric golf cars.

E. Driving Range Personnel. CONTRACTOR shall employ personnel to operate the driving range and such employees shall not be considered employees of the CITY for any purpose or reason whatsoever. CONTRACTOR understands and agrees that no CITY employees shall be utilized to operate the driving range. CONTRACTOR agrees to provide qualified golf assistance on the range when the volume of play warrants increased supervision as determined by the CITY's Golf Course Manager.

CONTRACTOR may employ at the driving range, at any given time, a maximum of ten (10) junior golfers (age 18 and under) from the community who may enjoy free use of the golf course (greens fees only, carts not included) and driving range. CONTRACTOR shall be responsible to insure that junior golfer do not play golf during the hours that they are required to be in school. CONTRACTOR shall also supervise junior golfers' play to insure they do not use the golf course during busy hours and periods. CONTRACTOR shall supply the Golf Course Manager with the names of the junior golfers employed by CONTRACTOR at the driving range who are to be allowed free playing privileges and CONTRACTOR shall be obligated to keep the list current. CONTRACTOR shall ensure that all junior golfers' play will be recorded by the CITY cashiers located at the Clubhouse at the CITY Property.

Additionally, all of CONTRACTOR's employees shall be allowed free use of the driving range and golf course (greens fees only, cart not included). However, CONTRACTOR shall be responsible to maintain an accurate log recording all free use of the driving range by CONTRACTOR's employees that contains the employee's name/signature, date and time of free play, and number of tokens used. CITY cashier shall maintain a separate log recording all free use of the CITY Property by CONTRACTOR's employees that contains the employee's name/signature, date and time of free play, and location of free playing privileges.

F. CONTRACTOR's employees and other agents shall immediately report in writing any hazardous conditions and/or repairs or maintenance necessary to keep the CITY

Property in good and safe condition by completing and delivering the *Report of Hazardous Condition* form attached hereto and made a part hereof as Exhibit 4 to the CITY's Golf Course Manager.

G. CONTRACTOR shall provide the CITY's Golf Course Manager prompt written notice of any accidents occurring at the CITY Property in which damage to property or injury to a person occurs. The aforesaid written notice shall be provided on the forms attached hereto and made a part hereof as Exhibits 5.

H. Prompt Payment of Obligations. All obligations owed by CONTRACTOR to the CITY or any third party at any time during the term of this Agreement shall be promptly paid by CONTRACTOR when due.

I. Retrieval of Golf Balls. CONTRACTOR shall be responsible for monthly retrieval of golf balls from the lakes and water hazards. If CONTRACTOR retains a qualified company or other outside personnel to retrieve golf balls, CONTRACTOR shall be responsible to provide the CITY's Risk Manager proof that said outside company has sufficient insurance coverage. No outside company shall commence ball retrieval services until the CITY's Risk Manager has provided written approval the requisite insurance coverage is in place.

J. CONTRACTOR shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against CONTRACTOR's provision of services or goods under this Agreement.

K. CONTRACTOR is responsible for hiring and managing its own employees, all of which shall be a minimum of eighteen (18) years old, under CONTRACTOR's exclusive direction and control and not deemed agents or employees of the CITY.

L. CONTRACTOR shall be solely responsible for compensating its employees, representative and other agents and complying with all federal, state and local laws, ordinances and regulations pertaining to employment of such persons including, but not limited to, provision of workers' compensation insurance and any other benefits required by law.

M. CONTRACTOR shall be responsible to ensure that all its employees, 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.

N. CONTRACTOR 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. Ignorance on CONTRACTOR's part shall in no way relieve CONTRACTOR from this responsibility. CONTRACTOR, at its sole expense, shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the CITY. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Golf Course Manager upon request.

O. CONTRACTOR shall maintain, and be required to verify, that it operates a "Drug Free Workplace" as set forth in § 287.087, Florida Statutes.

P. CONTRACTOR shall immediately repair any damage to CITY Property caused by CONTRACTOR and be solely responsible to bear all associated costs for labor and materials. CONTRACTOR shall make repairs in a manner that restores the damaged area/facility to its original condition or better.

Q. CONTRACTOR shall ensure its employees maintain a neat and orderly personal appearance in keeping with the CITY's image. All Pro Shop, bag attendants and range staff shall be neatly attired at all times in uniforms pre-approved by the CITY's Golf Course Manager which shall consist of a shirt, hat and khaki, blue or stone colored pants, shorts or skirts. CONTRACTOR shall be responsible to supply his staff with hats and shirts that identify staff as CONTRACTOR's employees.

R. CONTRACTOR shall provide a minimum of three (3) golf club demo days per year. Any and all vendors participating in demo day shall be pre-approved in writing by the CITY's Golf Course Manager.

S. CONTRACTOR shall be required to supply a minimum of two (2) full-time assistant golf professionals, both of whom shall be registered and in good standing with the PGA of America. In addition, CONTRACTOR agrees that Robert M. Loring and his two assistant golf professionals will attend training and teaching programs offered by the PGA and top line manufacturing companies to maintain their teaching skills and also increase their general knowledge of the latest techniques and teaching trends.

T. CONTRACTOR shall provide a minimum of three (3) golf tournaments annually for members of the CITY Property.

U. Subject to the approval of the CITY's Golf Course Manager who shall participate in the development and implementation process, CONTRACTOR shall develop and manage an annual amateur competitive golf tournament at the CITY Property that shall be open to any individual that maintains a verifiable golf handicap.

V. Subject to approval of the CITY's Golf Course Manager, CONTRACTOR shall develop and implement customer service written protocols to properly train all CONTRACTOR's staff in providing top-quality service at the CITY Property.

## **ARTICLE 7 RESPONSIBILITIES OF CITY**

A. CITY is responsible to maintain all alarm and building systems (E.g. plumbing, electrical, painting, ceilings, walls, floors, and roof) of the Clubhouse on the CITY Property, including providing all fixtures, mirrors, trash receptacles, paper towel and toilet tissue dispensers in the restroom facilities.

B. Cash Register. CITY shall provide CONTRACTOR with cash register equipment which shall remain the property of CITY.

C. Utility Charges. CITY shall pay all utility charges such as water, electricity and alarm system which are incurred in the operation of the driving range, Pro Shop and bag storage room, provided, however, that CITY shall not be responsible for any Pro Shop telephone charges.

D. The CITY's Golf Course Manager shall promptly respond to complaints from patrons of the CITY Property regarding CITY's or CONTRACTOR's employees or other representatives and ensure that appropriate follow-up and/or disciplinary action as warranted by the circumstances is taken.

## **ARTICLE 8 MISCELLANEOUS TERMS AND CONDITIONS**

A. Schedule of Prices and Charges. CITY shall determine all prices and charges for goods and services supplied in connection with the operation of the driving range.

B. Driving Range and Pro Shop Use. During the term of this Agreement, CONTRACTOR shall use the driving range and Pro Shop premises, which include the bag room storage room, exclusively for the purposes described herein. CONTRACTOR shall not allow such premises or any part thereof to be used for any immoral or illegal purposes, and shall not allow, suffer or permit such premises to be used for any such purposes, business, activity, use, function or object to which the CITY objects.

C. Improvements. Any improvements to be made to the Pro Shop and bag storage room shall be the sole responsibility of CONTRACTOR. Improvements may be made only upon written authorization from CITY and shall comply with all applicable laws.

D. CONTRACTOR and assistant golf professional teaching staff will receive free golf balls from the CITY to teach lessons.

E. CONTRACTOR shall utilize the CITY Property exclusively for the activities described herein and not allow any part thereof to be used for any immoral or illegal purposes. CONTRACTOR shall not allow, suffer or permit the CITY Property to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

## **ARTICLE 9 INDEMNIFICATION OF CITY**

A. CONTRACTOR 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 CONTRACTOR's provision of services under this Agreement whether same occurs or the cause arises on or away from the CITY Property except that CONTRACTOR will not be liable under this Article for damages arising out of injury or damage to persons or property arising from the sole negligence of a third party or the CITY, any of its officers, agents or employees.

B. CONTRACTOR shall be solely responsible for insuring all stock, inventory, monies or other property at the CITY Property against damage or loss of any nature or kind.

CONTRACTOR acknowledges and agrees that CITY assumes no responsibility whatsoever for any property placed at the CITY Property and with the exception of damages or loss suffered as a result of CITY's negligence, 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 CONTRACTOR's presence and occupancy at the CITY Property.

## **ARTICLE 10 INSURANCE**

CONTRACTOR shall maintain insurance in the amounts and subject to all conditions set forth in the *Insurance Requirements* form attached hereto as Exhibit 6 and shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager.

## **ARTICLE 11 INDEPENDENT CONTRACTOR**

Both CITY and CONTRACTOR agree that CONTRACTOR is an independent CONTRACTOR and not a CITY employee. CITY shall not be liable for any wages, salaries, debts, liabilities or other obligations for CONTRACTOR's employees, agents or other representatives performing obligations of CONTRACTOR hereunder. All administrative procedures applicable to services under this Agreement, including personnel policies, tax responsibilities, social security, health insurance, employee benefits and purchasing policies shall be those of CONTRACTOR. Except as otherwise provided hereunder, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

## **ARTICLE 12 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 from the other in accordance with Article 17 herein.

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 17 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 sixty (60) day advance written notice provision set forth in Article 14 herein shall not apply and it shall be lawful for either party to immediately terminate this Agreement in addition to any other remedies provided by law.

The default and dispute resolution process described in this Article is non-exclusive and without prejudice to the right of either party to pursue other remedies available at law.

### **ARTICLE 13 ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Golf Course Manager shall annually review and evaluate CONTRACTOR's performance based on performance criteria developed by CITY utilizing the scope of services set forth herein. CITY shall provide CONTRACTOR a written summary of the aforesaid Annual Evaluation and provide an adequate opportunity for CONTRACTOR to discuss same with the CITY's Golf Course Manager.

### **ARTICLE 14 TERMINATION**

A. Either party may terminate this Agreement, in whole or in part, without cause upon one hundred eighty (180) days advance written notice to the other in accordance with Article 17 herein.

B. Should either party fail to perform any of its obligations under this Agreement for a period of ten (10) days after receipt of written notice of such failure or deficiency, the non-defaulting party may elect to follow the Default and Dispute Resolution procedures set forth in Article 12 herein or terminate this Agreement upon sixty (60) days written notice to the other.

C. In the event either party cancels this Agreement, CONTRACTOR agrees to accept the balance of the compensation due and owing to them at the effective date of cancellation for the work performed up to that date. In addition, if this Agreement is terminated in the middle of an annual term, CONTRACTOR agrees to provide the Annual Time and Pay History Detail Report (Exhibit 9) and the Annual Product and Services Reconciliation Log (Exhibit 10) required hereunder within fourteen days of termination.

D. The foregoing rights of termination are in addition to any other rights and remedies that either party may have.

### **ARTICLE 15 NO DISCRIMINATION**

During the performance of this Agreement, CONTRACTOR agrees not to discriminate against its or CITY's employees, patrons of the CITY property, or in the solicitation or purchase of goods or services on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability.

**ARTICLE 16  
PUBLIC ENTITY CRIMES ACT**

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, CONTRACTOR certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

**ARTICLE 17  
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  
P.O. Drawer 1300  
Pompano Beach, Florida 33061  
[dennis.beach@copbfl.com](mailto:dennis.beach@copbfl.com)  
954-786-4601 office  
954-786-4504 fax

**With a copy to:**

Recreation Program Administrator  
1801 NE 6<sup>th</sup> Street  
Pompano Beach, Florida 33060  
[mark.beaudreau@copbfl.com](mailto:mark.beaudreau@copbfl.com)  
954-786-4191 office  
954-786-4113 fax

Golf Course Manager  
1101 North Federal Highway  
Pompano Beach, Florida 33062  
[brian.campbell@copbfl.com](mailto:brian.campbell@copbfl.com)  
954-786-4034 office  
954-786-4113 fax

**For CONTRACTOR:**

Robert M. Loring  
1457 NE 60 Street  
Ft. Lauderdale, Florida 33334  
954-781-0426 office  
954-781-5653 fax  
[rloring@bellsouth.net](mailto:rloring@bellsouth.net)

**ARTICLE 18  
GOVERNING LAW AND VENUE**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and CONTRACTOR submit to the jurisdiction of Florida courts and federal courts located in Florida. 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.

B. 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 19  
CONTRACT ADMINISTRATOR**

A. The CITY's Golf Course Manager or his/her designee shall serve as the CITY's Contract Administrator during the performance of services under this Agreement.

B. Robert M. Loring shall serve as CONTRACTOR's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 20  
NO CONTINGENT FEE**

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

In the event of CONTRACTOR's breach or violation of this provision, the CITY shall have the right to terminate this Agreement without liability and, at CITY's sole discretion, to recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 21  
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 22  
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 CONTRACTOR 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 23  
WAIVER AND MODIFICATION**

A. 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.

B. CITY and CONTRACTOR 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 24  
RELATIONSHIP BETWEEN THE PARTIES**

CONTRACTOR 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 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**

CONTRACTOR represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance hereunder. CONTRACTOR further represents no person having any interest shall be employed or engaged by it for said performance.

CONTRACTOR shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence CONTRACTOR's judgment or quality of services being provided hereunder. Said notification shall identify the prospective business

interest or circumstance and the nature of work that CONTRACTOR intends to undertake and shall request the CITY'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 CONTRACTOR.

**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 30  
OWNERSHIP OF RECORDS**

All documents, records or other materials CONTRACTOR is required to maintain or provide CITY pursuant to the terms of this Agreement shall become CITY property.

**ARTICLE 31  
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 CONTRACTOR 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.

**Remainder of page intentionally left blank**

**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:

\_\_\_\_\_  
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

**"CONTRACTOR":**

Witnesses:

**BOB LORING ENTERPRISES, INC.**  
a Florida limited liability company

*SM*

Print Name: SCOTT R MOORE

Print Name: Brian Campbell

By: *Robert M. Loring*  
ROBERT M. LORING, PRESIDENT

STATE OF FLORIDA  
COUNTY OF BROWARD

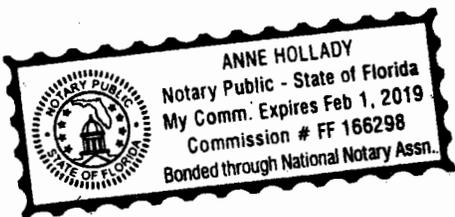
The foregoing instrument was acknowledged before me this 25 day of February, 2015, by ROBERT M. LORING, as President of Bob Loring Enterprises, Inc., a Florida for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

*Anne Hollady*  
NOTARY PUBLIC, STATE OF FLORIDA

*Anne Hollady*  
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298  
Commission Number



2/20/15  
l:agr/recr/2015-522f

## **EXHIBIT 1**

### **ACCOUNTING METHODS AND PROCEDURES**

#### **A. RECORDKEEPING, RECORDS RETENTION AND AUDIT ACCESS**

1. CONTRACTOR shall keep full and complete daily records of golf course gross income and expenses resulting from the conduct of (including but not limited to) the golf course driving range, pro shop, and related services authorized in this agreement.
2. CONTRACTOR shall install and maintain a system for keeping such records of (including but not limited to) the golf course driving range, pro shop, and related services as may be reasonably required by the City in accordance with generally accepted accounting principles.
3. The City and any accountants designated by it or either of them shall at all reasonable times during normal business hours have the right to inspect and examine all books, papers, and accounting records (including, but not limited to), cash register tapes, ledgers, journals, bank statements, state sales tax and federal tax returns, timesheets, work schedules, etc. of CONTRACTOR relating to (including but not limited to) its golf course driving range, pro shop, and related services. The failure of CONTRACTOR to produce any of the records described herein following a request by City agents shall be deemed a material breach and City may terminate this agreement pursuant to the terms specified in the agreement. CONTRACTOR agrees to keep all such books, papers, and records at the golf pro shop or at some mutually agreed upon place. In addition, the City and its accountants shall have the right to review CONTRACTOR'S system of internal controls relating to (including, but not limited to) golf course driving range, pro shop, and related services and to suggest needed changes.
4. CONTRACTOR-The City reserves the right to request a copy of the federal tax returns and state sales tax returns, which shall be timely, submitted, if requested.
5. Each dealer defined in Chapter 212, Florida Statutes, each licensed wholesaler, and any other person subject to the tax imposed by Chapter 212, Florida Statute, shall keep and preserve, for a period of five years a complete record of all transactions, together with invoices, bills of lading, gross receipts from sales, resale certificates, consumer exemption certificates and other pertinent records and papers as may be required by the Department of Revenue for the reasonable administration of Chapter 212, Florida Statute, and such books of account as may be necessary to determine the amount of tax due thereunder. All such books, invoices, and other records shall be open for inspection by the Department of Revenue or City representatives at all reasonable hours at the dealer's store, sales office, warehouse or place of business located in this state. Any dealer who maintains such books and records at a point outside this state shall make such books and records available for inspection by the Department of Revenue or City representatives at City Hall. Thus the City requires CONTRACTOR to retain for a period of five years at a minimum: sales journals, general ledgers, disbursement journals, invoices, bank statements, sales and use tax returns, federal income tax returns, payroll ledgers, daily detail transaction register tape and daily final summary 'Z' tapes of cash register activity not forwarded to the City, etc.

6. CONTRACTOR shall promptly disburse all taxes required by Federal, State, and local authorities and shall pay any applicable taxes relating to golf pro shop and golf driving range operations. Sales -tax computed must ensure compliance with all state sales tax provisions currently in force or as may be amended from time to time. Noncompliance with state sales tax regulations, will subject CONTRACTOR to potential penalties.

## **B. DAILY OPERATIONS**

1. A numerical accountability shall be established over the final summary "Z" totals recorded on the cash register (s) tapes. All cash register (s) tapes including training tapes, etc. shall be maintained to account for the continuity of the Z numbers. A final summary "Z" tape total (s) of total sales activity shall be taken on a daily basis for each cash register.

2. All sources of revenue from the Pro Shop and any other source, and golf course driving range revenues including sales tax collected shall be recorded through the cash register (s) with a dual tape by separate product keys. In addition, the cash register (s) should provide the control capability to separately account for the use of separate operator or product code keys for each assistant pro.

- a. For daily final summary "Z" tapes of cash register activity, if one cash register is used for all sales including golf pro shop, any other revenues and golf course driving range revenues including sales tax collected, then the City shall be forwarded the original copy of the "Z" tape of cash register activity and the Golf Professional shall retain a duplicate "Z" tape of register activity which is physically produced by the cash register.
- b. For daily final summary "Z" tapes of cash register activity, if two cash registers are used to separately record golf course driving range revenues including sales tax collected, and golf pro shop and any other revenues, then the City shall be forwarded the original daily "Z" cash register tape of total sales activity of golf course driving range revenue including sales tax collected, and the Golf Professional will separately produce and retain activity of golf pro revenues and any other revenues, excluding golf course driving range revenue including sales tax collected.

3. To promote the timeliness of daily deposits of golf course driving range revenues including sales tax collected due the City, the City Treasurer shall furnish the golf professional with bank deposit tickets on a designated City account, and locked bank bags. The golf professional shall complete City bank deposit tickets, place daily golf course driving range revenues including sales tax collected into a locked bank bag, forward daily bank deposit tickets, locked bank bag, and original "Z" tape of daily register total sales activity of golf course driving range revenues including sales tax to City golf course cashiers who will forward golf course driving range daily deposit with the City's daily bank deposit of golf course revenues. Treasury Division will retain the original "Z" tapes of daily golf course driving range revenues including sales tax and daily bank deposit ticket for a period of five (5) years.

4. In order to provide for full accountability over sales, the full amount of the sale shall be recorded, and any gift certificates shall be applied as a credit to the sale. These gift certificates should then be retained with the appropriate day's documentation to support the credit.

5. All tournament revenues/expenses should be formally accounted for through the cash register and the financial results reported.

6. Other than the City bank account used for daily deposits of golf course driving range revenues including sales tax collected, separate bank checking accounts shall be utilized for the driving range and golf shop, and only be utilized for the revenues/expenses directly relating to their operations. A separate bank account shall be utilized for personal expenses.

7. With the use of the ball dispensers, all sales via the use of tokens are to be made at the Pro Shop with no sales allowed at the Driving Range Facility. All range balls shall only be dispensed through the ball dispensing machines with no baskets maintained at the Pro Shop.

- a. The patron would receive the appropriate number of tokens along with the cash register receipt at the time of the sale. All sales of tokens are to be recorded separately on the cash register by use of product code and shall include sales tax collected. Free tokens should be recorded in their own product code. Also, bonus tokens should be recorded in their own product code.
- b. Inventory control records should be maintained for all tokens including: all tokens purchased from inception, all tokens on hand and all tokens outstanding (advanced sales, lost tokens, etc.). On a daily basis the tokens sold, free tokens for employee use of golf range, golf professionals, or free tokens for lesson one or two provided by golf professionals are to be reconciled to the total cash register sales. Any differences should be researched, resolved and approved by the Golf Pro.
- c. The key to the coin box for the ball dispensing machines should be available only to the Pro Shop staff member responsible for removing the tokens from the machine. The Pro Shop attendant responsible for reconciling tokens shall not be the register cashier.
- d. The tokens are to be removed from the ball dispensing equipment on a daily basis by two Pro Shop representatives who are responsible for accounting/reconciliation of the tokens.

Alternatively, when the ball dispenser is equipped with a counter, then the Pro Shop staff member responsible for the daily reconciliation of tokens shall record the counter number and subtract same from prior day's counter number to derive the token count for the coin box. On an annual basis, a physical count of tokens in the coin box should be reconciled to the machine count to verify accuracy of the token counter.

8. The emergency backup procedures are to be utilized only when all ball dispensing machines are not working. These procedures are as follows:

- a. The use of the emergency backup procedures must be supported with a work order from the vendor which supports the ball dispenser machines are not available for use.
- b. Cash register receipts are to be utilized for same day sale/use and should be recorded separately on the cash register. The cash register receipts are to be issued to the patron and exchanged for the appropriate size basket at the Driving Range.
- c. Prior to the basket being issued to the patron, the range attendant should place the receipt in a locked box with the current day's receipts. The deposit of the register receipt into a locked box should be accomplished in full view of the patron. The

driving range attendant shall not have access to the key to unlock the box.

- d. Patron cash register receipts should be collected each day from the Driving Range and reconciled to the current days' cash register totals. Any difference between patron receipts and the total day's sales should be researched/resolved and approved by the Golf Pro. The keys to unlock the receipt boxes should be only available to the Pro Shop attendant responsible for reconciling the receipts. The pro Shop attendant responsible for reconciling patron cash register receipts shall not be the register cashier.

9. All tokens should be sold at a fixed unit price and shall include sales tax. A sign shall be displayed showing the base token price, sales tax, and total amount including sales tax. Free tokens are provided to authorized employees, golf professionals, and golf professionals providing lessons one and two. A free bonus token is provided with the purchase of ten tokens at one time.

10. Complete records for the purchase and/or disposition of all tokens should be documented and documentation retained. These records are to support the inventory population of the tokens.

11. An authorized list for free range use and free tokens should be designated in writing to the Recreation Program Administrator. The list shall be timely updated for turnover of CONTRACTOR's employees and junior golfers and retired CONTRACTOR'S employees and City employees are not authorized for free use of the golf range. A daily control log for free range use and free tokens should be maintained by the CONTRACTOR or his designee in the Pro Shop and limited to persons to the authorized list. The maximum number to individuals on the list should be limited to ten (10) plus names of junior golfers on the authorized list. The CONTRACTOR and his golf assistant professionals shall be issued free tokens for free use of the range as needed for customer lessons, otherwise a limit of two free tokens per day will be issued to CONTRACTOR's employees plus junior golfers. These authorized individuals should be required to obtain tokens for the ball dispenser from the working inventory of tokens at the cash register at the pro shop by signing a daily control log on date of issuance. The daily control log of free range use and free tokens will be maintained by the Contractor or his designee and shall be a continuous record of free use throughout the contract period with the following columns of information: names of contractor or contractor's employees, position, date, time, free play location, number of free tokens issued for same day use, name of person receiving free token(s) ,if applicable, signature of contractor or contractor's employee. Free tokens should be recorded in their own product code on the cash register tape and be recorded on the Daily Token Inventory Sheet. The free token control log should be reconciled to the Daily Inventory Token Sheet on a daily basis as well as used to balance the cash registers at the end of the day. The daily control log for free use of the driving range should be retained along with the detailed cash register tapes. Bonus tokens should be recorded in their own product code on the cash register tape and on the Daily Token Inventory Sheet. Records retention requirements in the contract also apply to retention of the daily control log of free range use and free tokens and the Daily Token Inventory Sheet.

12. Inventory control records should be maintained for all tokens. This includes all tokens purchased from inception, all tokens on hand and the tokens outstanding (advanced sales, free

tokens, lost tokens, bonus tokens, sold tokens, etc.). The inventory/balancing records should be prepared daily using the Daily Token Inventory Sheet log (attached) for all tokens in the bulk inventory, working inventory (cash register), ball dispensing machines, or other locations as appropriate. These records should show the beginning and ending inventory count, as well as any tokens issued or transferred from one inventory to a second inventory. In addition to the above, the following procedures apply:

- a. Daily physical count of register and vault tokens. This count should equal the tokens on hand count as reported on the daily token inventory sheet;
- b. The working inventory shall be reconciled to cash register sales;
- c. The tokens in the ball dispensers shall be removed daily by a Pro Shop attendant other than the register cashier: the number of tokens counted shall be logged and initialed by the pro shop attendant;
- d. The bulk inventory shall be counted and balanced to the daily control log of free range use and free tokens and the Daily Token Inventory Sheet;
- e. All transfers of tokens from one inventory to a second inventory shall be recorded on both inventory records, initialed and dated by the individuals executing the transactions, and
- f. A summary record shall be prepared on a daily basis which shows the total token purchased from inception, all tokens on hand by category (bulk and working inventory) and the number of tokens outstanding. The number of tokens outstanding shall be tracked on a daily basis to determine the reasonableness of any differences. Differences shall be used to estimate shrink age and recycling exposure.

13. All range balls should be stored in the ball dispensing machines and locked storage bins at the driving range facility. The driving range attendant should limit access to balls in the locked storage bins by only opening same to remove balls to refill ball dispensing machines, place excess balls into storage bins, or dispense balls and baskets to patrons if all ball dispensing machines are not working and emergency procedures must be used. Free golf balls are provided to individuals taking golf lessons. Golf professionals shall obtain the necessary free tokens for lessons from the working inventory of tokens by going to the cash register and signing Daily Control Log and then on cash register tape record their own product code on Daily Control log.

The free tokens shall be entered in the cash register using the free token product code and recorded in the Daily Control Log (#11 above) with name(s) of customers taking lesson(s). The free tokens will be used to obtain free lesson balls from the ball dispensing machines.

14. Control recommendations over driving range tokens on-hand and outstanding shall be implemented by the CONTRACTOR as set forth below.

- a. All tokens shall be recorded in the inventory log when received.
- b. All tokens issued free to authorized individuals should be recorded in the free token control log. The daily control log totals should be reconciled to the tokens dispensed per the cash register free token product code total and recorded on the Daily Token Inventory Sheet, Also, to assist in the accounting for free tokens, the number of tokens issued should be recorded in a separate column of the contractor's employee daily control log. Bonus tokens should be recorded by using their own cash register product code and included in the Daily Token Inventory Sheet reconciliation. Any differences

in the number of tokens should be researched and resolved as required by the Agreement.

- c. The authorized free play list for the driving range should be kept current to include the specific names of all individuals entitled to receive free tokens as required by the License Agreement including employees, golf professionals and golf professionals providing lessons one and two. Superseded lists should be retained for the life of the License Agreement in order to vouch individuals receiving free tokens.
- d. In order to ensure proper safe guarding of the tokens, we recommend all tokens, including tokens in the cash drawer, be locked up overnight.
- e. In order to ensure the accountability over the use of tokens and the machine counter, all tokens used to test the machines should be signed for. In addition, the beginning and ending machines count should be recorded on the Daily Token Inventory Sheet (sample attached).
- f. The City reserves the right to review golf lessons books and register tapes reflecting golf lesson revenue. A separate lesson product code should be used to reflect lesson sales on the cash register tape.
- g. The Golf Professional or his designated representative should sign off on the Daily Token Inventory Sheet.

15. Free Use of Golf Facilities over free use of golf courses excluding use of carts shall be implemented by the CONTRACTOR as set forth below:

- a. A current list of all individuals authorized free use of the golf courses excluding cart use should be in writing to the Recreation Program Administrator per CONTRACTOR Agreement. The list shall be timely updated for turnover of CONTRACTOR's employees and junior golfers and retired CONTRACTOR'S employees and City employees are not authorized for free use of the golf courses or free use of carts. A copy of the authorized list shall be maintained in the Golf Cashiers' Office. The maximum number of individuals on the list should be limited to ten (10) plus names of junior golfers on the authorized list.
- b. Golf Course cashiers shall sign forms and use an unique membership number and the appropriate transaction code(s) in the City's Rec Trac system to record daily free use of the golf courses excluding carts. A unique member card for swiping into the City's Rec Trac system will be used for free use of the golf courses excluding cart use.
- c. Golf Course cashiers shall use individual membership forms with an individual membership number with the names of CONTRACTOR's employees and junior golfers for authorized free use of the golf courses excluding use of carts.

### **C. RECORDINGKEEPING - BEGINNING INVENTORIES AT START OF CONTRACT**

1. NEW CONTRACTOR shall record the initial machine counter number for each ball dispensing machine at the start of the contract period.
2. NEW CONTRACTOR shall take initial inventory of gift certificates outstanding at start of the contract period to record same in accounting records.

3. NEW CONTRACTOR shall take initial inventory of tokens on-hand, tokens outstanding from advanced sales or lost tokens and reconcile same to tokens purchased from inception by former CONTRACTOR.

4. To promote accuracy and accountability over token inventory on-hand and tokens issued on Daily Token Inventory Sheet, the CITY shall purchase a different style of token inventory and redeem old outstanding token inventory of former CONTRACTOR. Also, if the CITY decides to use a different style of token during the contract period, a physical inventory should be taken of old tokens in bulk inventory, working inventory and ball dispensing machines. The physical inventory should be taken at the close of day on the day before using the new tokens. The physical inventory count should be reconciled to the Daily Token Inventory Sheet.

A sufficient redemption period for old tokens shall be determined, Notice posted to patrons in the golf pro shop and daily redemption of outstanding tokens recorded in a log, which is used to reconcile tokens on-hand and tokens outstanding.

The final inventory of old tokens as well as old redeemed tokens should be secured by the Golf Pro or his authorized representative and forwarded monthly to the Parks and Recreation Department for sale or disposal.

Alternatively, if there is a reasonably small percentage of outstanding tokens versus the total number of tokens purchased for the style of tokens in current use, then the City can continue to use the existing token inventory. In addition a detailed physical reconciled token inventory should be taken to document the existence of a reasonably small percentage of outstanding tokens.

L:forms/accounting methods and procedures

# City Of Pompano Beach Golf Course Exhibit 1A

## Daily Token Inventory Sheet

**MACHINE 1**

- A. CURRENT ENDING COUNT # \_\_\_\_\_
- B. LESS: YESTERDAY'S COUNT # \_\_\_\_\_
- C. EQUALS: AMOUNT OF TOKENS RECEIVED TODAY: \_\_\_\_\_
- D. TOKENS IN BAG \_\_\_\_\_
- E. DIFFERENCE (C. - D.) \_\_\_\_\_
- F. ADD: AMOUNT FROM C AND CC \_\_\_\_\_

**REGISTER TOKEN COUNT**

- G. YESTERDAY'S ENDING COUNT # OF TOKENS AT CLOSE OUT \_\_\_\_\_
- H. ADD: # OF TOKENS TAKEN: \_\_\_\_\_
- H1. FROM VAULT TO REGISTER \_\_\_\_\_
- H2. SECOND TRANSFER \_\_\_\_\_
- H3. THIRD TRANSFER \_\_\_\_\_
- H4. TOTAL TRANSFERRED (H1+H2+H3) \_\_\_\_\_
- I. EQUALS: AMOUNT OF TOKENS TO BE ACCOUNTED FOR \_\_\_\_\_
- J. LESS: TODAY'S ENDING COUNT # AT CLOSE OUT \_\_\_\_\_
- K. EQUALS: TOTAL AMOUNT OF TOKENS DISPENSED FROM REGISTER (PER COUNT) \_\_\_\_\_

**SALES ANALYSIS (USE TAPE)**

- L. RANGE SALES IN \$\$ \_\_\_\_\_
- M. TOTAL TOKENS SOLD DIVIDED BY \$2.00 \_\_\_\_\_
- N. ADD: EMPLOYEE TOKENS and PRO LESSONS TOKENS \_\_\_\_\_
- O. ADD: BONUS TOKENS \_\_\_\_\_
- P. ADD: REDEEMED TOKENS \_\_\_\_\_
- Q. EQUALS: TOTAL TOKENS DISPENSED FROM REGISTER \_\_\_\_\_
- R. LESS: AMOUNT DISPENSED FROM REGISTER (SEE K.) \_\_\_\_\_
- S. EQUALS: OVER OR SHORT FOR TODAY (INVESTIGATE) \_\_\_\_\_
- DIFFERENCE EXPLANATION: \_\_\_\_\_

**NON-SALE TOKENS (NONTX)**

- 1 NONTX \_\_\_\_\_ = \_\_\_\_\_
  - 2 NONTX \_\_\_\_\_ = \_\_\_\_\_
  - 3 NONTX \_\_\_\_\_ = \_\_\_\_\_
  - TOTAL EMPLOYEE TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - TOTAL LESSONS TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - BONUS TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - REDEMPTION TOKENS \_\_\_\_\_ = \_\_\_\_\_
  - TOTAL FREE TOKENS
- (SHOULD EQUAL SUM OF N. O. AND P.)

**MACHINE 2**

- AA. CURRENT ENDING COUNT # \_\_\_\_\_
- BB. LESS: YESTERDAY'S COUNT # \_\_\_\_\_
- CC. EQUALS: AMOUNT OF TOKENS RECEIVED TODAY: \_\_\_\_\_
- DD. TOKENS IN BAG \_\_\_\_\_
- EE. DIFFERENCE (CC. - DD.) \_\_\_\_\_

**VAULT INVENTORY**

- T. BEGINNING BALANCE (LOOK AT YESTERDAY'S ENDING BALANCE) \_\_\_\_\_
- U. LESS: TOKENS TAKEN OUT OF VAULT AND ADDED TO REGISTER (SHOULD BE SAME AS H.) \_\_\_\_\_
- V. ADD: TOKENS DEPOSITED IN VAULT FROM MACHINES 1&2 (SEE F.) \_\_\_\_\_
- W. EQUALS: ENDING BALANCE OF VAULT \_\_\_\_\_

**TOKEN SUPPLY**

- X. STARTING TOKEN PURCHASE \_\_\_\_\_
- Y. ADD: TOKENS PURCHASED AND ADDED TO SUPPLY **TODAY** \_\_\_\_\_
- Z. EQUALS: TOKENS SUPPLY \_\_\_\_\_
- 1A. LESS: ENDING BALANCE FROM REGISTER (SEE J.) \_\_\_\_\_
- 1B. LESS: ENDING BALANCE FROM VAULT (SEE W.) \_\_\_\_\_
- 1C. EQUALS: TOKENS OUTSTANDING \_\_\_\_\_
- 1D. % OF TOKENS OUTSTANDING (1C. DIVIDED BY Z.) \_\_\_\_\_

**PREPARED BY**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**REVIEWED BY (GOLF PRO/DESIGNEE)**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**City of Pompano Beach Golf Course Exhibit 1B**  
**Daily Control Log Of Free Use of Driving Range and Golf Course**

<b>Name of Loring's Employee or junior golfer on list</b>	<b>position</b>	<b>date</b>	<b>time</b>	<b>free play location</b>	<b># of free tokens used same day usage</b>	<b>name of person receiving free play/tokens if applicable</b>	<b>signature of Loring's Employee or junior golfer on list</b>



## Background Consent/Release Form

Organization \_\_\_\_\_

Applicant's Legal Name (printed)

\_\_\_\_\_

Social Security Number \_\_\_\_\_ Date of Birth \_\_\_\_\_

Applicant's Address

\_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, authorize and give consent for the above named organization to obtain information regarding myself. This includes the following:

- Criminal background records/information
- Sex Offender Registry Checks
- Addresses
- Social Security Verification

I the undersigned, authorize this information to be obtained either in writing or via telephone in connection with my application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. Such information will be held in confidence in accordance with the organization's guidelines.

Print Name:

\_\_\_\_\_ Date: \_\_\_\_\_

Signature:

\_\_\_\_\_

***BOB LORING ENTERPRISES, INC.***

3

Re: Employee Transmittal Request

Bob Loring Enterprises, Inc. is requesting that the employee/employees named below are acceptable to the City of Pompano Beach.

Please return within five (5) business days whether you accept or decline our request.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Date of Request

Thanks in advance for your cooperation.

BOB LORING

\_\_\_\_\_  
Accept / Decline (circle)

Golf Course Manager

Dated:  
  
\_\_\_\_\_

\_\_\_\_\_  
Accept / Decline (circle)

Human Resources

Dated:  
  
\_\_\_\_\_



**Municipal Golf Course and Common Areas**

Report of Hazardous Conditions

Date: \_\_\_\_\_ Course: \_\_\_\_\_

Location: \_\_\_\_\_

Description of hazardous condition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Recommended repair(s) and/or maintenance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person reporting hazard: \_\_\_\_\_ Date: \_\_\_\_\_

Golf Course General Manager: \_\_\_\_\_ Date: \_\_\_\_\_

OSHA Form 301- Injury and Illness Incident Report

Case # \_\_\_\_\_
Recordable  Non-recordable 
To be completed by EII&S

Information about the injured person

- 1) Full name: \_\_\_\_\_
2) Street \_\_\_\_\_
City \_\_\_\_\_ State WA Zip \_\_\_\_\_
3) Injured persons "A" # \_\_\_\_\_
4) Date of birth \_\_\_\_\_ Date hired \_\_\_\_\_
5) Male  Female 
6) Employee 
Job title \_\_\_\_\_
Hrs/day \_\_\_\_\_ Days/Wk \_\_\_\_\_
Student 
Visitor 
7) Program area \_\_\_\_\_ Phone # \_\_\_\_\_
8) Injured persons Signature \_\_\_\_\_
9) Supervisor \_\_\_\_\_ Phone # \_\_\_\_\_
Signature \_\_\_\_\_ Date \_\_\_\_\_

- 19) Did injured person file a Labor & Industries report? Claim # \_\_\_\_\_
Yes  No 
20) If the injured person died, Date of death: \_\_\_\_\_
21) Location \_\_\_\_\_
22) Witness: \_\_\_\_\_
23) What was the injured person doing just before the incident occurred? Describe the activity, as well as the tools, equipment, or material the injured person was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

24) What happened? Tell us how the injury occurred. Examples: "When the ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness of wrist over time."

Information about the Medical Treatment

10) Extent of treatment: None  First Aid  Medical Treatment

11) If treatment was given away from the worksite, where was it given?

Dr. Name \_\_\_\_\_
Facility \_\_\_\_\_
Street \_\_\_\_\_
City \_\_\_\_\_ State WA Zip \_\_\_\_\_

12) Was the Injured person treated in an emergency room?

Yes  No

13) Was the Injured person hospitalized overnight as an in-patient?

Yes  No

25) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Information about the case

14) Date of injury or illness \_\_\_\_\_

15) Time of event: \_\_\_\_\_ AM  PM  Unknown

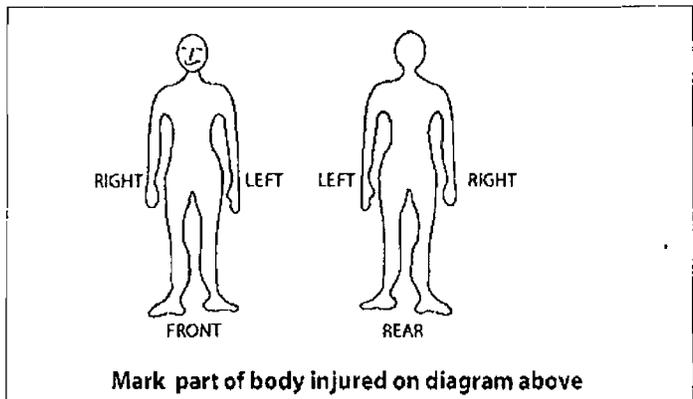
16) Time Injured person began work \_\_\_\_\_ AM  PM

17) Dates lost from work: \_\_\_\_\_ to \_\_\_\_\_

18) Dates on restricted duty: \_\_\_\_\_ to \_\_\_\_\_

26) What object or substance directly harmed the injured person? Examples: "concrete floor"; "chlorine"; "radial arm saw". If this question does not apply to the incident, leave it blank.

Completed by: \_\_\_\_\_
Title: \_\_\_\_\_
Phone: \_\_\_\_\_
Date: \_\_\_\_\_



Attention: This form contains information relating to injured persons health and must be used in a manner that protects the confidentiality of the information while being used for occupational safety and health purposes to the extent possible.

Complete this form for all injuries and illnesses. When complete, print form, get necessary signatures, & make two photocopies. Forward the original to the EII&S Coordinator in 1254 LAB II and forward a photocopy to Business Services L 1125. The affected person keeps the remaining photocopy. This form should be completed within 24 hours of the incident.

## EXHIBIT 6

### INSURANCE REQUIREMENTS BOB LORING ENTERPRISES, INC.

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone (954 786-5555) or email ([eddie.beecher@copbfl.com](mailto:eddie.beecher@copbfl.com)) should you have any questions regarding the terms and conditions set forth in this Article. Proof of the insurance coverage required hereunder shall be mailed to Risk Management, PO Box 1300, Pompano Beach, FL 33061.

CONTRACTOR is responsible to deliver to the CITY's Risk Manager for his timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

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) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. 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 as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

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

**Type of Insurance**

**Limits of Liability**

**GENERAL LIABILITY:** Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

\* Policy to be written on a claims incurred basis

- XX comprehensive form                      bodily injury and property damage
- XX premises - operations                bodily injury and property damage
- explosion & collapse
- hazard
- underground hazard
- XX products/completed                bodily injury and property damage combined
- operations hazard
- XX contractual insurance                bodily injury and property damage combined
- XX broad form property damage        bodily injury and property damage combined
- XX independent contractors            personal injury
- XX personal injury

**AUTOMOBILE LIABILITY:** Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- comprehensive form
- owned
- hired
- non-owned

**REAL & PERSONAL PROPERTY**

XX comprehensive form                Agent must show proof they have this coverage.

**EXCESS LIABILITY**

Per Occurrence    Aggregate

XX other than umbrella                bodily injury and property damage combined    \$1,000,000    \$1,000,000

**PROFESSIONAL LIABILITY**

Per Occurrence    Aggregate

— \* Policy to be written on a claims made basis    \$1,000,000    \$1,000,000

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Bob Loring Enterprises – Insurance Certificate

BOBLORI-01 GONZALEZE



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/1/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America-JUP Atlantic Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: PHONE (AC, No, Ext): (561) 778-0860 FAX (AC, No): (561) 778-0870 E-MAIL: ADDRESS:
INSURED Bob Loring Enterprises Inc dba Pompano Golf Shop 1101 N Federal Hwy Pompano Beach, FL 33062	INSURER(S) AFFORDING COVERAGE - NAIC # INSURER A: Covington Specialty Insurance Company 13027 INSURER B: Commerce Benefits Group INSURER C: Employers Insurance Company of Wausau 21488 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.

CLASS	TYPE OF INSURANCE	CLAIMS MADE	OCUR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<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"/> PER OCCUR <input type="checkbox"/> LOC OTHER:			VBAS11798	06/28/2014	08/28/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			BE015167416	08/28/2014	08/28/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate by Y/N) Y/N: <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below:			WCV705381810	08/28/2014	08/28/2015	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

APPROVED  
 RISK MANAGEMENT  
 DATE: October 2, 2014  
 BY: C. Rousseau

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Work performed by the named insured City of Pompano Beach is an additional insured with regards to General Liability.

CERTIFICATE HOLDER City of Pompano Beach Attn: Eddie Becher PO Drawer 1300 Pompano, FL 33061	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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Golf Advisory Board  
Memorandum 14-03

DATE: December 10, 2014

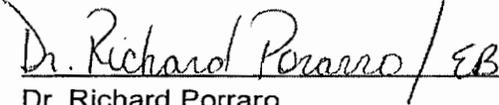
TO: Mark Beaudreau, Recreation Program Administrator

FROM: Golf Advisory Board

SUBJECT: ROBERT LORING'S CONTRACT

At the meeting of the Golf Advisory Board held on December 10, 2014, the Board discussed Robert Loring's contract.

Accordingly, it is the recommendation of the Board for the City to retain Mr. Loring as the Golf Pro with another five year contract, with no changes to the financial integrity of the contract. Also, that the scope of operations that should be overseen by the Golf Course Manager be taken over by the Golf Course Manager once the contract is in effect.

  
\_\_\_\_\_  
Dr. Richard Porraro  
Chairman  
Golf Advisory Board

cc Brian Campbell, Golf Course Manager

eb

CITY OF POMPANO BEACH  
BROWARD COUNTY  
FLORIDA

GOLF ADVISORY BOARD  
Municipal Golf Course

December 10, 2014  
2:00 P.M.

***MINUTES***

The meeting was called to order by the Chairman of the Board, Dr. Richard Porraro, at 2:00 P.M.

Those members present were: Richard Porraro  
Al Siefert  
Joseph Osborne  
Jack Stockman  
Angela Curtin  
Gary Ruderman

Also present were: Mark Beaudreau  
Brian Campbell  
Bob Loring  
Alex Marshall

\* \* \* \* \*

**APPROVAL OF THE MINUTES**

The minutes for the meeting of November 12, 2014, same were declared approved, as submitted by the Chairman of the Board.

\* \* \* \* \*

**AUDIENCE TO BE HEARD**

\* \* \* \* \*

**NEW BUSINESS**

Mr. Ruderman introduced himself to the Board and all those present.

**OTHER NEW BUSINESS**

**OLD BUSINESS**

Dr. Porraro informed the Board that he had presented the concept of the lighting of the driving range to the City Manager. He then stated that he had done some further research on the topic and spoke about Berm Lighting. He stated that it would be included in the feasibility study.

Mr. Osborne reminded the members that years back when the golf course was revised the Airpark shot down the idea of lights on the driving range.

Dr. Porraro remembered what had occurred but he stated that he was ready to approach that topic again. He stated that if approached from the standpoint of directional ground lighting it may be acceptable, especially when the City had fields that were approximately the same distance from the runways as the driving range was. He hoped that this would help in coming to an understanding.

**DISCUSSION – Bob Loring’s Contract**

*This item was discussed after “REPORTS”*

Dr. Porraro stated that at the last meeting he had asked that Mr. Loring’s current contract be emailed to the Board Members so they could review it and make any recommendations or comments on it.

Mr. Osborne asked Mr. Beaudreau if there was anything that the City’s administration had discussed as to what they were going to recommend regarding Mr. Loring’s new contract. He wanted to know what the City’s position was on the topic.

Mr. Beaudreau stated that at the moment he just wanted to hear the Board’s input. He stated that they had not finalized any position and he was curious to hear the Board’s opinion on the matter.

Mr. Osborne wanted to know if there were any decisions on eliminating the position or changing it drastically.

Mr. Beaudreau stated that when the City entered into the agreement five years ago they did not have a Golf Course Manager and things were different then in comparison to now. He stated that he would expect that there may be some differences of opinions on the contract moving forward because things had changed. He stated that beyond that he had not officially sat down with Mr. Campbell to review the contract but they would be doing that shortly. He stated that they would also be meeting with the City Manager and the Assistant City Manager on the matter. He reminded the Board Members that in the past they had Recreation Managers that oversaw the golf course but they did not have the expertise of a Golf Course Manager.

Mr. Siefert wanted to know what role Mr. Likourgou played when he was employed by the City.

Mr. Beaudreau stated that he was a Recreation Manager. He stated that the shift to a full-time Golf Course Manager was evident.

Mr. Stockman was not sure he understood the procedure concerning any grievances or problems that they may have. He stated that in the past if he had a problem he would go to Mr. Loring who would then take it up the chain of command.

Dr. Porraro stated that the avenue would be similar where the concerns would go to Mr. Campbell who would then take it up the chain.

Mr. Stockman stated that most of the time Mr. Loring could take care of anything that came up on the golf course so he wanted to know if he still had full authority to take care of those issues.

Mr. Beaudreau stated that in the agreement Mr. Loring did have full authority. He stated that there were some other provisions in there that Mr. Loring and the Recreation Manager kind of worked together on but if you looked at the language in the contract Mr. Loring had a lot of authority to carry out the business of the golf course.

Dr. Porraro stated that Mr. Loring did do those things because no one else was capable of doing them. He stated that Mr. Loring managed the golf course although he was not a Golf Course Manager, he was a Golf Pro but it fell unto his lap. He believed that Mr. Loring had seen the contract and knew what he was supposed to do and he believed that he exceeded his part on the golf course. He stated that giving into consideration of lessening Mr. Loring as the Golf Pro he pointed out that he gave lessons and paid for the driving range staff. He then pointed out Mr. Loring's loyalty to the golf course over the years.

Mr. Osborne stated that Mr. Loring was a tremendous asset to the golf course and he would be in favor of trying to arrange for a position that would be meaningful to Mr. Loring and let him continue the good work that he did at the golf course. He stated that he was behind Mr. Loring one hundred percent and believed that he did a great job.

Mr. Siefert wanted clarity from Mr. Beaudreau that some of the responsibilities that Mr. Loring had in the past would be shifted to Mr. Campbell and that the City was looking at how much value Mr. Campbell was getting and how much less value Mr. Loring was getting because he would be doing less than he did before on the new contract.

Mr. Beaudreau stated that essentially that was correct.

Mr. Siefert wanted to point out that Mr. Loring was responsible for many things and that he also kept the records for the Pro Shop.

Mr. Beaudreau stated that there were some things that the Golf Course Manager should be doing with no reservation. He stated that Mr. Loring had been the de facto Golf Course Manager and now that the City had a full-time Golf Course Manager some of those things that Mr. Loring was formally doing should now fall under the Golf Course Manager position.

Mr. Siefert stated that Mr. Loring was doing those things out of his heart and his passion and was not being compensated for them.

Mr. Beaudreau stated that they were not trying to squeeze Mr. Loring out he was just saying that they looked at the contract and there were certain provisions in there that Mr. Loring should not be doing, such as the overall operation of the golf course.

Ms. Curtin wanted to know how you put value on what changes would be made.

Mr. Beaudreau stated that this was what they were sorting through at the moment and that was why they were looking for the Board's opinion.

Mr. Siefert wanted to know if the new contract would give the driving range to Mr. Campbell.

Mr. Beaudreau stated that they had not discussed that at the moment.

Dr. Porraro wanted to know where in the contract it said that Mr. Loring ran the golf course.

Mr. Ruderman stated that the information was on page 10 item "C".

Mr. Beaudreau stated that those were the kind of general processes that they had to look at with scalpel like precision. He wanted to see how some of those functions would get divided between the Golf Pro and the Golf Course Manager.

Mr. Ruderman wanted to know how it typically worked at other golf courses that had a Golf Pro and a Golf Course Manager. He wanted to know what their responsibilities were.

Mr. Campbell stated that typically at other golf courses or country clubs when a golf professional was hired their main thrust was the management of the golf operations; tournaments, pro shop, instructions. He stated that the job of a golf professional was seen as though he was the golf ambassador. He stated that he would look at Mr. Loring or a golf professional to grow the game and develop a reputation. He stated that this would strictly come out of the golf operations based off of what amenities and programs were offered.

Mr. Ruderman asked if that would include the range area.

Mr. Campbell stated that he would staff it because it would be staffed by the club and he would oversee it as part of his duties. He stated that it was a very niche market. He stated that most golf professionals that he had met just want to teach, have nice tournaments, and have a nice pro shop; they wanted to develop a nice reputation for the golf property.

Mr. Ruderman believed that there would not be a lot of changes to the contract.

Ms. Curtin stated that she read Mr. Campbell's resume and asked about his future with City.

Mr. Campbell explained his resume and stated that one of the exciting things that he found about his present job was its proximity to his home. He stated that from a professional looking in there was tremendous upside to this job based off what he encountered when he conducted his own course facility tour. He stated that they had put a huge dent into their issue of poor course and poor image in the community in the last three months. He stated that if they wanted to continue on with that positive outcome they were going to do things that were in the best interest of the club.

Dr. Porraro thought that having Mr. Loring at the golf course was a good fall back for the Golf Manager. He stated that it was a trustworthy position between the two of them and if they worked together it would benefit the club. He recommended that the City continue with Mr. Loring as the pro. He also thought that there was nothing wrong with a five year contract.

Mr. Siefert spoke about the salary portion of the contract and believed that the three percent increases were fair.

Mr. Beaudreau stated that the Board could definitely recommend that.

**MOTION** was made by Dr. Porraro and seconded by Ms. Curtin recommending for the City to retain Mr. Loring as the Golf Pro with another five year contract, with no changes to the financial integrity of the contract. Also, that the scope of operations that should be overseen by the Golf Course Manager be taken over by the Golf Course Manager once the contract is in effect. All voted in favor of the above motion.

Dr. Porraro asked that for the new contract to be shown to the Board once Mr. Beaudreau had it drafted. He stated that at that time the Board would have the opportunity to review it and proceed from there. He then asked how quickly that would occur since Mr. Loring had to be notified three months in advance.

Mr. Beaudreau stated that he would inform the Board whether or not it would be called a renewal or an amendment. He stated that after that it would go to the City Commission.

Dr. Porraro stated that at that time the Board could make their recommendations before it went in front of the Commission.

**REPORTS**

Mr. Siefert stated that he was just out at the driving range and thought that it looked great. He stated that if you looked out further from the driving range there was an area that looked rough.

Mr. Campbell stated that the area should have been adjusted when they had machinery at the golf course.

Mr. Siefert asked if they could use a tractor with chains on the back of it to level that area out as a quick fix for the winter time.

Mr. Campbell stated that he drove with Mr. Marshall on that area on a cart and he believed that they needed more than just chains. He believed that the area was going to need some fairly aggressive sculpting. He informed the Board that they had some new markers being made and he would like to replace the old ones with them. He also stated that he wanted to place a twenty foot diameter sod ring around the base of the targets. He also mentioned that he was aware that they had some irrigation challenges in that area as well. He believed that they needed to reshape the driving range and in order to do that correctly they should look to do it with a company that had the proper equipment.

Mr. Siefert asked if that would be covered by the budget.

Mr. Campbell stated that it was not in this year's budget.

Dr. Porraro stated that he would not want to see that kind of work done until they pursued the possibility of lighting in that area because of the topographical changes that may occur.

Mr. Siefert asked if there was a short term fix to that problem.

Mr. Marshall stated that they looked at the area and the perimeter and in order to do the right thing it would have to be reshaped. He spoke of some options but pointed out that they would be short term and costly.

Mr. Osborne stated that he had gone out to the driving range and had seen a large crowd. He stated that he had not seen any tees set up for any left handed players.

Mr. Campbell explained that they had two mats set out for left handed players and that the mats could be turned around to accommodate more left handed players.

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Mr. Loring reported that last week they had two outings from the Marriott and he said that they were developing a nice relationship with them. He stated that they started some afternoon specials as well.

Mr. Ruderman asked how the specials were being advertised.

Mr. Loring stated that they were advertised on the City's website and there were postings all around the facility at the golf course.

Dr. Porraro pointed out that the numbers seemed to be coming back slowly.

Mr. Siefert stated that there was some good publicity in the Sun Sentinel, Community Section, over the weekend. He also pointed out that Travelhost Magazine mentioned Pompano Beach as the number five out of the top ten golf courses.

Mr. Beaudreau stated that the Tourism Manager position was paying off. He stated that the Board Members would be impressed with the final marketing product that would soon be shown to them.

Mr. Campbell stated that he should have a copy of the final product before the holidays.

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Mr. Campbell spoke about how the numbers were coming back. He stated that the only reason why they were short in November was due to the six days of forecasted rain. He stated that even with those six days they were short about three thousand dollars for the month. He stated that as of December they were about four thousand dollars ahead of last year. He also pointed out that the golf course had nice write ups on TripAdvisor. He stated that the driving range was very busy and they were ahead of last year's numbers. He spoke about some pictures on the condition of the driving range from last year that Mr. Marshall had shared with him. He stated that what the City had done for the driving range had produced a nice turnout. He also stated that once the marketing piece was finalized, he and the Tourism Manager, Lydia Gorzelany, had a number of appointments with hotels on the beach. He stated that the Marriott wanted to know about getting more aggressive with golf packages and things that they could advertise on their website using Pompano as their golf destination. He remarked that once those marketing pieces were ready to go they had a pretty nice plan that would take them from north of 14<sup>th</sup> Street into the Fort Lauderdale Beach area. He then stated that as far as memberships he did not have any hard numbers but it seemed resign rate was really good. He stated that they would have a better handle at the end of the month due to renewal dates. He then spoke about issues that they were having with their sixth hole Pines bathroom. He stated that in the last three weeks they had to close it four different times due to the flushing of hand towels. He explained that this had become a major problem and they were investigating other options such as hand dryers. He stated that a solution had to be made because that facility could not handle the abuse that it had been receiving.

He also stated that he was going to meet with Ms. Good to discuss the new bathrooms that they were working on. He mentioned that he needed to discuss with her the need for 220 volt electricity to accommodate the hand dryers and to have at least one and half to two inch lines to install industrial toilets.

Mr. Siefert stated that he did not believe that they had 220 volt capacity. He believed that they had 110 volt and he believed that the dryers would work better with that voltage. He also pointed out that most golfers carried towels on their carts and he suggested that in the meantime they should not have any towels in the restroom.

Mr. Campbell stated that they had already removed the towels from the restroom.

Dr. Porraro stated that the Marriott was very strong when it came to golf packages. He pointed out that he was a member of the Marriott and he stated that if the Marriott liked you they would place the information on their sites. He spoke about the bathrooms and pointed out that they had signage saying "Golfers Only" yet he saw someone with a dog going into the restroom. He believed that this should be stopped. He stated that the Dog Park was an entity of its own. He then asked if the Dog Park users were paying to use the park and he wanted to know what could be done to keep them out of the golf course's restrooms.

Ms. Curtin stated that at one point the golf course had to shut the water off for the showers because there were homeless people using the showers. She stated that she was not sure how to keep people out of the restrooms. She then pointed out that the facility was designed poorly. She stated that the club houses used to be in the restroom building which kept everyone else out except for golfers.

Mr. Beaudreau explained that the Dog Park was going to start using a key fob system which would charge park users for the service. He then stated that charging for the key fobs may discourage some people from using the Dog Park. He then pointed out that this was not the intent of charging for the use of the park but to be able to identify any incidents that may occur there. He then pointed out that that the new Dog Park section had come online but wanted the members to know that the key fob system was not in place at the moment. He then clarified that he was not saying that this would solve the problem of people using the golf course's restroom but he believed that once they built the new Dog Park restroom they would see a difference.

Mr. Siefert wanted to know if for the time being they could post a sign saying "No Animals in the Restroom".

Mr. Beaudreau stated that he would check with Animal Control. He then compared this situation with the issue of smoking in the parks which led to signage at all parks. He pointed out that the wording on the signs may strongly discourage someone from going through with the act.

Dr. Porraro stated that people walked right past the “Golfers Only” signs that were currently posted. He brought up the topic to make everyone aware of the situation.

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Mr. Marshall reported that they had been quite successful in the past two or three months on the troubled areas on the golf course. He stated that they had continued to take organic material and tried to incorporate that material into those areas to help amend the sandy areas that they had been struggling with. He reported that those areas were showing significant results. He did point out that it took a long time for it to become affective but the more they did this the more stability the property would have. He also pointed out that the water amendment program had been significantly beneficial to the golf course. He spoke of the different types of materials that had been used to inject into the system and spoke of the different tests that they had conducted on the system. He then pointed out that Mr. Campbell was with him two to three times a day on the golf course and he believed that they worked well together and had the same vision of what they could achieve at the golf course.

Dr. Porraro wanted to know if fourteen through sixteen was coming back.

Mr. Marshall stated they would come back just like eleven and twelve. He then explained what they had done to help perpetuate growth in those areas. He then spoke of the local vendors that had brought in different types of top dressings and materials that they had looked at to see if it could be used at the golf course.

Dr. Porraro asked about the roped areas and wanted to know how many rangers they had on the golf course during the course of the day.

Mr. Campbell stated that they had two rangers that took care of the both golf courses.

Dr. Porraro stated that there were many infractions on those roped off areas and described what he had seen.

Mr. Campbell stated that they were going to have a rangers meeting on Wednesday at one o'clock. He then explained the infractions that they had seen.

\*\*\*\*\*

Mr. Siefert asked about the first tee meeting.

Mr. Campbell stated that when they had their first meeting the weather did not cooperate with them so they were going to try again right after the first of the year.

Dr. Porraro stated that the improvement of the golf course was reflected in the numbers.

*Mr. Loring left at this time so the Board could discuss "Bob Loring's Contract".*

\* \* \* \* \*

There being no further business to come before the Board, **MOTION** was made by Ms. Curtin and seconded by Dr. Porraro that the meeting be adjourned. All voted in favor of the above motion.

Meeting adjourned at 2:59 P.M.

\* \* \* \* \*

The next meeting of the Golf Advisory Board will be held on Wednesday, January 14, 2015, at 2:00 P.M.

\*\*\*\*\*

Elizabeth Brunner  
Board Secretary  
12.19.14

# Addendum A

Submitted by Mr. Loring

Monthly Rounds and Revenue Report

Date	Weather	# Plays	# Pines	# Palms	Green Fees	GC Fees	GC Fees	GC Fees	GC Fees	Comb/Tour	Comb/Tour	Walking	Dr Range	Misc	NET SALES (Excl Tax)
1	Saturday S/7/1	133	166		34,488	787.80	584.87	2,513.39		2,572.47	59.43	56.56	388.68	9.50	7,284.70
2	Sunday S/7/2	109	136		94,222	792.38	1,966.21	1,735.84		232.06	59.43	28.29	224.53	9.90	5,534.43
3	Monday S/8/1	105	96		896.16	494.28	1,943.81	1,122.85		56.80	59.43	103.73	501.68	6.66	5,225.62
4	Tuesday S/M/8/2	86	114		755.61	561.25	1,509.60	1,405.70		28.30	19.81	102.33	343.40	16.80	4,785.41
5	Wednesday S/W/8/3	110	150		956.64	618.74	1,943.61	1,890.71		113.20	19.81	218.48	364.15	6.60	6,228.84
6	Thursday S/8/5	113	140		1,024.48	700.80	2,073.70	1,817.04		28.30	19.81	94.30	341.51	9.90	6,111.82
7	Friday P/C/8/1	145	167		1,285.19	843.27	2,471.97	1,950.39		199.80	1327.27	281.48	328.30	16.50	7,066.91
8	Saturday P/C/8/1	178	108		1,886.10	281.28	3,170.16	518.90		141.50	1,327.27	36.31	518.87	9.50	7,880.29
9	Sunday R/P/8/2	57	68		488.59	320.74	1,000.11	667.93		101.88	59.43	56.59	24.53	9.90	2,650.69
10	Monday R/P/C/8/0	78	103		741.48	378.28	1,966.38	1,188.78		28.30	19.81	208.05	481.13		4,471.18
11	Tuesday S/7/9	140	180		1,451.41	939.53	2,508.71	2,075.48		28.30	59.43	140.04	478.24	9.90	7,673.59
12	Wednesday S/8/1	180	207		1,453.69	920.62	2,680.87	2,000.05		94.90	59.43	404.08	300.00	23.10	7,706.55
13	Thursday S/8/2	135	169		1,485.94	878.15	2,434.23	2,217.05		56.60	149.47	149.47	411.32	18.50	7,614.24
14	Friday S/8/1	166	205		1,485.94	889.45	2,736.15	2,283.12		56.60	384.96	122.59	301.89	19.80	8,117.80
15	Saturday P/C/8/4	125	145		1,193.43	837.80	2,151.18	1,886.88		141.50	362.24	103.73	621.70	26.40	8,979.28
16	Sunday P/C/8/4	145	144		1,293.31	738.59	2,151.18	1,815.18		362.24	103.73	103.73	88.88	19.80	8,672.69
17	Monday R/P/8/7	100	142		833.90	755.55	1,811.82	1,377.75		28.30	74.05	177.76	654.15	19.80	5,928.73
18	Tuesday R/P/C/7/0	51	104		643.34	431.72	1,603.95	1,377.38		28.30	132.02	207.55	207.55	13.20	4,889.43
19	Wednesday R/8/2	74	91		582.98	483.64	1,339.77	1,000.06		28.30	132.02	207.55	207.55	13.20	3,797.02
20	Thursday R/7/1	80	127		2,028.23	1,771.62	1,377.51	1,339.60		282.63	320.75	282.63	320.75	16.50	7,116.84
21	Friday R/7/2	46	97		1,592.37	687.59	830.28	547.20		103.73	373.59	103.73	294.34	3.30	6,831.06
22	Saturday P/C/8/0	87	96		2,802.68	2,166.80	1,690.66	1,398.25		215.48	149.47	215.48	211.32	23.10	8,285.00
23	Monday P/C/M/8/6	93	136		1,476.32	1,814.06	1,377.51	1,632.10		330.48	330.48	330.48	596.23	3.30	7,235.69
24	Tuesday P/C/R/7/8	77	115		2,424.37	1,028.36	1,619.43	832.03		141.45	226.32	226.32	371.70	6.60	6,988.38
25	Wednesday S/7/1	92	82		1,105.41	1,261.40	943.50	904.73		216.89	328.41	216.89	328.41	6.60	5,570.82
26	Thursday S/7/0	51	88		3,405.45	2,882.54	2,453.10	2,984.97		367.77	345.26	367.77	345.26	23.10	4,799.94
27	Friday S/7/5	82	136		1,995.97	2,238.56	1,628.47	1,462.28		215.48	188.33	215.48	669.81	3.30	11,568.21
28	Saturday S/7/9	87	72		1,891.46	830.15	1,547.34	678.25		188.33	128.41	188.33	128.41	6.60	8,116.88
29	Sunday														5,349.54
30	Holiday Day														
TOTAL		3,185	3,926		41,332.60	30,416.97	83,307.76	44,927.54		4,287.45	1,824.42	6,286.83	10,616.03	366.40	191,324.89

November-14

	<u>Palms Rds</u>	<u>Pines Rds</u>	<u>Total Rds</u>	<u>Total Revenue</u> (excl. "memberships")
January, 2013	5,614	4,165	9,779	\$327,574
January, 2014	5,146	3,741	8,887	\$302,444
February, 2013	5,348	4,575	9,923	\$343,151
February, 2014	5,436	4,256	9,692	\$330,993
March, 2013	5,829	5,105	10,934	\$372,715
March, 2014	5,336	4,768	10,104	\$340,360
April, 2013	4,012	4,691	8,703	\$245,133
April, 2014	3,785	3,592	7,377	\$200,216
May, 2013	3,280	3,680	6,960	\$169,570
May, 2014	3,067**	2,422*	5,489	\$127,197
	* aerified greens on 5/5			
	** aerified greens on 5/19			
June, 2013	3,032	3,383	6,415	\$153,493
June, 2014	2,607	2,062	4,669	\$105,953
July, 2013	2,588	3,364	5,952	\$143,619
July, 2014	2,656	2,124	4,780	\$109,768
August, 2013	3,116	2,913	6,029	\$139,136
August, 2014	2,446*	2,569	5,015	\$118,540*
	Aerified Greens on 8/4			
September, 2013	2,297	2,510	4,807	\$113,590
September, 2014	2,004	1,917	3,921	\$92,491*
	As of Sept 30, 2014			
	Aerified Greens on 9/15			
October, 2013	3,010	3,005	6,015	\$140,408
October, 2014	2,722	2,599	5,321	\$126,837
November, 2013	4,018	3,452	7,470	\$194,427
November, 2014	3,926	3,155	7,081	\$191,324
December, 2013	4,077	3,147	7,224	\$219,845
December, 2014	847	579	1,426	\$ 44,417

REQUESTED COMMISSION ACTION:

Consent     
  Ordinance     
  Resolution     
  Consideration/ Discussion     
  Presentation

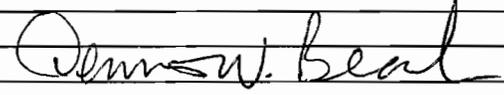
SHORT TITLE      An Ordinance of the City of Pompano Beach, approving and authorizing the proper city officials to execute an amendment agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce.

**Summary of Purpose and Why:**

To amend the license agreement dates for the 2016, 2017, 2018 and 2019 events and "festival footprint" (site plan).

- (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: April 29, 2019
- (4) Fiscal impact and source of funding: n/a

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>2-23-15</u>	<u>Approve</u>	<u>Mark A. Beaudreau</u>
City Attorney	<u>2/26/15</u>	<u>—</u>	<u>Robert Brown</u>
Risk Management	<u>3-3-15</u>	<u>Approve</u>	<u>E. Beecher</u>
Internal Audit	<u>2-25-15</u>	<u>Approve</u>	<u>Proyer</u>

City Manager       

**ACTION TAKEN BY COMMISSION:**

Ordinance	Resolution	Consideration
Workshop		
1 <sup>st</sup> Reading <u>3/10/15</u>	1 <sup>st</sup> Reading _____	Results: _____
Approved		
2 <sup>nd</sup> Reading <u>3/24/15</u>	_____	Results: _____

# MEMORANDUM

Parks, Recreation & Cultural Arts

## Memorandum 15-A049

DATE: February 17, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator 

SUBJECT: Agenda Item – Ordinance/Amending Pompano Beach Seafood Festival Agreement

Please place the attached ordinance on the March 10, City Commission Agenda for first reading. The City Clerk advertised the ordinance for first reading in the Sun-Sentinel. The attached ordinance is an amendment to the agreement among the City, Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce. The amended agreement provides dates for the 2016, 2017, 2018 and 2019 events and includes a new “festival footprint” (site plan).

If you have any questions or need additional information regarding the agreement please call me at 954-786-4191.

MB/afh

cc: Scott Moore, Recreation Manager



**City Attorney's Communication #2015-584**  
February 12, 2015

**TO:** Mark A. Beaudreau, Recreation Programs Administrator  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Ordinance / Pompano Beach Seafood Festival

As requested in your email of February 10, 2015, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

  
GORDON B. LINN

/jrm  
l:cor/recr/2015-584

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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City entered into an agreement with Licensee relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

**WHEREAS**, said Agreement was subsequently amended by Agreement several times; and

**WHEREAS**, the parties desire to amend the agreement to extend the duration of the License and the location of the License; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach

Chamber of Commerce, 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 Amendment 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**

GBL/jrm  
2/17/15  
l:ord/2015-213

**AMENDMENT AGREEMENT**

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THIS AMENDMENT AGREEMENT, is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

**THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION**, a Florida corporation having its office and principal residence of business at 2200 East Atlantic Boulevard, Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF COMMERCE**, having an office and principal place of business at 2200 East Atlantic Boulevard, Pompano Beach, Florida 33062, hereinafter together referred to as "LICENSEE."

**WITNESSETH:**

**WHEREAS**, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently amended by agreement dated December 10, 1996, April 13, 1999, May 27, 2003, September 26, 2006, November 13, 2009, October 5, 2010, March 16, 2012, and April 3, 2013; and

**WHEREAS**, the parties now desire to amend the Original Agreement to include additional dates and to substitute Exhibit "A" to the Original Agreement;

**NOW, THEREFORE,** the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The attached Exhibit "A" is hereby substituted for, and in all references replaces, that Exhibit "A" which was attached to, referenced and made a part of the Original Agreement.

3. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, and amended by Agreement dated May 27, 2003 and approved by City Ordinance No. 2003-52, and amended by Agreement dated September 26, 2006 and approved by City Ordinance No. 2006-65, and amended by Agreement dated November 13, 2009 and approved by City Ordinance No. 2010-07, and amended by Agreement dated October 5, 2010 and approved by City Ordinance No. 2010-47 and amended by Agreement dated March 16, 2012 and approved by City Ordinance No. 2012-21, and amended by Agreement dated April 3, 2013 and approved by City Ordinance No. 2013-48 shall be amended by amending Paragraph No. 3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

...

4:00 a.m. on April 19, 2016 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 2016. The actual Seafood Festival shall commence at 4:00 p.m. on April 22, 2016 and shall

end at 11:00 p.m. On April 23, 2016 and April 24, 2016 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 23, 2016 and end at 8:00 p.m. on April 24, 2016, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 25, 2017 (except as hereinafter provided) and shall terminate at 10:00 p.m. on May 1, 2017. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2017 and shall end at 11:00 p.m. On April 29, 2017 and April 30, 2017 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 29, 2017 and end at 8:00 p.m. on April 30, 2017, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2018 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2018. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2018 and shall end at 11:00 p.m. On April 28, 2018 and April 29, 2018 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2018 and end at 8:00 p.m. on April 29, 2018, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23, 2019 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2019. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2019 and shall end at 11:00 p.m. On April 27, 2019 and April 28, 2019 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2019 and end at 8:00 p.m. on April 28, 2019, with a reasonable time thereafter devoted to cleanup.

...

4. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall

remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**"CITY":**

Witnesses:

CITY OF POMPANO BEACH

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH**, as City Manager, and **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:

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

*Jonathan Wasser*  
\_\_\_\_\_

By: \_\_\_\_\_

*Scott R Moore*  
\_\_\_\_\_

**John C. Good, Manager**

Typed or Printed Name

Title: **Manager**

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

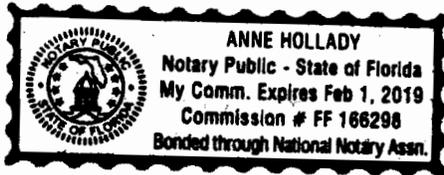
The foregoing instrument was acknowledged before me this 20 day of Feb., 2015 by **John C. Good** as **Manager** of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

*Anne Hollady*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

*Anne Hollady*  
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

FF166298  
\_\_\_\_\_  
Commission Number



**AND**

Witnesses:

BARBARA PALAT  
Barbara Palat  
Jonathan Nasser

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

By: [Signature]

**Ulrich H. Green, President/CEO**  
Typed or Printed Name

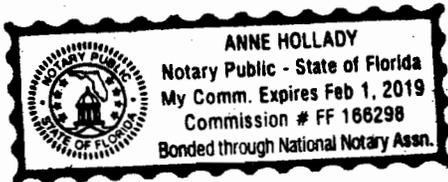
Title: **President/CEO**

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of Feb., 2015 by **Ulrich H. Green** as **President/CEO** of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



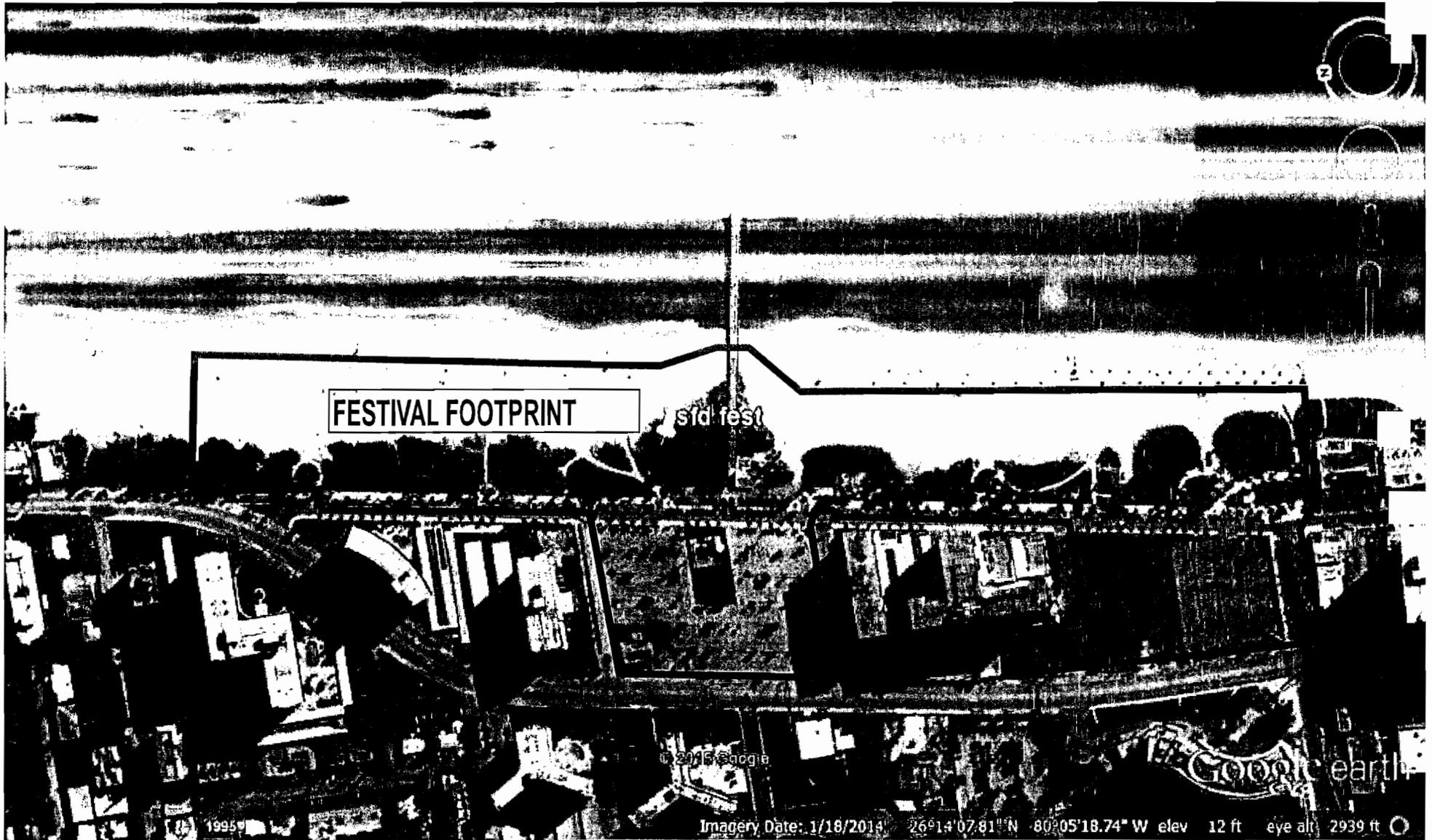
Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298  
Commission Number

GBL/jrm  
2/16/15  
l:agr/recr/2015-583

# Exhibit A



The actual Layout of the Festival within the footprint will be mutually agreed upon between the parties each year prior to the Festival.

**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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND ~~THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION~~ ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City entered into an agreement with Licensee relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

WHEREAS, said Agreement was subsequently amended by Agreement several times; and

WHEREAS, the parties desire to amend the agreement by changing the dates and location of the License; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach

Chamber of Commerce, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

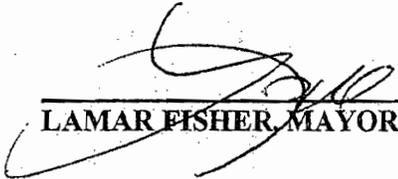
**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

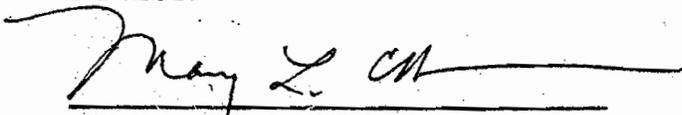
**SECTION 4.** This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of March, 2013.

PASSED SECOND READING this 28th day of March, 2013.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
2/13/13  
l:ord/2013-170

## **AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 3rd day of  
April, 2013, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA**, a municipal corporation of the State of Florida,  
hereinafter referred to as "CITY,"

and

**THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION**, a Florida corporation having its office and  
principal residence of business at 2200 East Atlantic Boulevard,  
Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE**, having an office and principal place of business at  
2200 East Atlantic Boulevard, Pompano Beach, Florida 33062,  
hereinafter together referred to as "LICENSEE."

### **WITNESSETH:**

**WHEREAS**, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently amended by agreement dated December 10, 1996, April 13, 1999, May 27, 2003, September 26, 2006, November 13, 2009, October 5, 2010, and March 16, 2012; and

**WHEREAS**, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date and location of the Seafood Festival; and

**NOW, THEREFORE**, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, and amended by Agreement dated May 27, 2003 and approved by City Ordinance No. 2003-52, and amended by Agreement dated September 26, 2006 and approved by City Ordinance No. 2006-65, and amended by Agreement dated November 13, 2009 and approved by City Ordinance No. 2010-07, and amended by Agreement dated October 5, 2010 and approved by City Ordinance No. 2010-47 and amended by Agreement dated March 16, 2012 and approved by City Ordinance No. 2012-21, shall be amended by amending Paragraph No. 2 and Paragraph No. 3 of said agreement as follows:

2. CITY hereby grants to the LICENSEE and the LICENSEE hereby accepts from the CITY a license to conduct and supervise the operation of the annual Pompano Beach Seafood Festival for the term of the license upon the following described property:

~~Commencing at a point located at the South right-of-way line of Atlantic Boulevard and the western right-of-way line of Pompano Beach Boulevard, proceed approximately 360 feet along the extended south right-of-way line of Atlantic Boulevard to the most eastern point of the Pompano Beach municipal beach, proceed along said eastern boundary of the municipal beach, 1000 feet, then proceed west along a line parallel to and 1,000 feet from the extended south right-of-way line of Atlantic Boulevard to the centerline of the right-of-way for Pompano Beach Boulevard, and then proceed South along said centerline to the northern boundary of the Oceanside Shopping Center parking~~

~~lot, then proceed west along the extended northern boundary of the Oceanside Shopping Center parking lot to the western right of way line of Pompano Beach Boulevard to the northern right of way line for Atlantic Boulevard, then along the northern right of way line of Atlantic Boulevard to the eastern right of way line of A1A, then southerly along the eastern right of way line of A1A to the south right of way line for Atlantic Boulevard then easterly to the south right of way line of Atlantic Boulevard to the point of commencement.~~

See Exhibit "A" attached hereto and made a part hereof.

It is understood that this license is not exclusive for the rights-of-way included within said description as to the employees and patrons of any businesses located adjacent to Pompano Beach Boulevard between Atlantic Boulevard NE 3<sup>rd</sup> Street and NE 2<sup>nd</sup> Street and the northern boundary of the ~~Oceanside Shopping Center parking lot A1A~~. Therefore, no admission fee, if any, shall be required for admission of these persons into the Licensed Property.

~~Notwithstanding the above, the license for the Seafood Festival for the 2012 year shall be upon the following described property:~~

~~See Exhibit "A" attached hereto and made a part hereof.~~

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April 24 23, 2013 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 28 29, 2013. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2013 and shall end at 11:00 p.m. On April 27, 2013 and April 28, 2013 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2013 and end at 8:00 p.m. on April 28, 2013, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April ~~23~~ 22, 2014 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~27~~ 28, 2014. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2014 and shall end at 11:00 p.m. On April 26, 2014 and April 27, 2014 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2014 and end at 8:00 p.m. on April 27, 2014, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April ~~22~~ 21, 2015 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~26~~ 27, 2015. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 2015 and shall end at 11:00 p.m. On April 25, 2015 and April 26, 2015 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 25, 2015 and end at 8:00 p.m. on April 26, 2015, with a reasonable time thereafter devoted to cleanup.

3. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

**"CITY":**

Witnesses:

Betty J. Manes

Shelby R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of April, 2013 by LAMAR FISHER as Mayor, DENNIS W. BEACH, as City Manager, and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

Krystal Aaron  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



KRYSTAL AARON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE874886  
Expires 2/14/2017

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)  
  
\_\_\_\_\_  
Commission Number

"LICENSEE":

Witnesses:

Greg Martzolf  
Ric Green

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

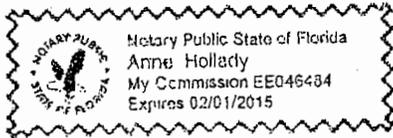
By: John C. Good  
John C. Good  
Typed or Printed Name  
Title: Manager

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of Feb., 2013 by John Hood as Manager of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. (He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

EE 046484  
Commission Number

**AND**

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

Witnesses:

*[Handwritten signatures of witnesses]*

By: *[Signature]*

ULRICH H. GREEN  
Typed or Printed Name

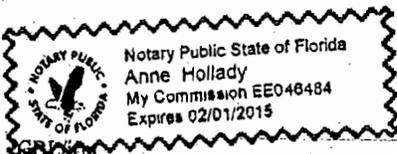
Title: PRESIDENT/CEO

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 25 day of Feb, 2013 by Ulrich H. Greene as \_\_\_\_\_ of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



Anne Hollady  
NOTARY PUBLIC, STATE OF FLORIDA

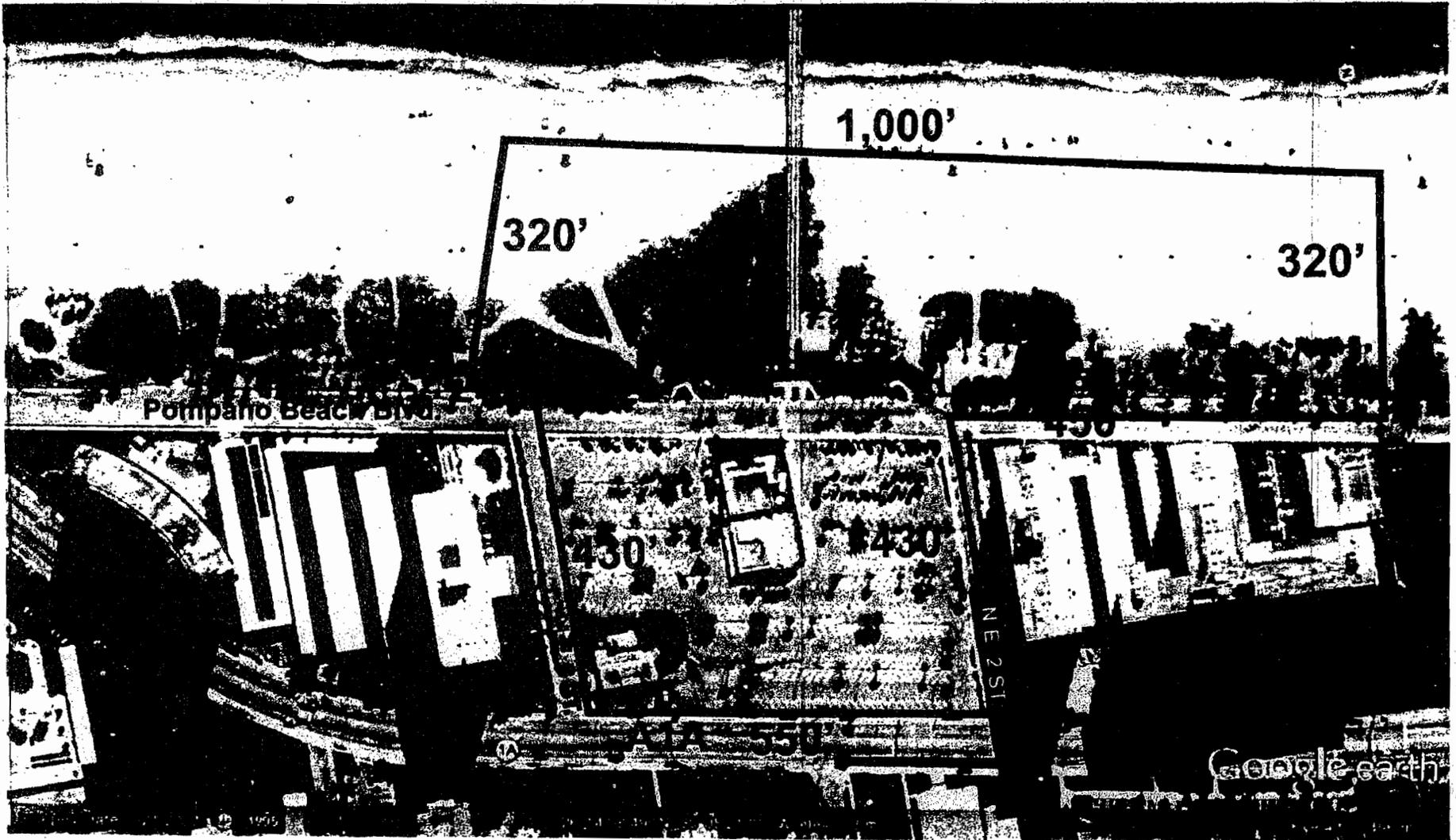
Anne Hollady  
(Name of Acknowledger Typed, Printed or Stamped)

EE 046484  
Commission Number

2/13/13  
l:agr/recr/2013-606

# POMPANO BEACH SEAFOOD FESTIVAL

EXHIBIT A - Commencing at a point located at the intersection of the north side of N.E. 2<sup>nd</sup> Street and A1A, proceeding north approximately 550' to the intersection of the south side of N.E. 3<sup>rd</sup> St. and A1A, then proceeding east along the south side of N.E. 3<sup>rd</sup> Street approximately 430' to the east side of Pompano Beach Blvd., then proceeding east from Pompano Beach Blvd. approximately 320', then south approximately 1,000' parallel to Pompano Beach Blvd., then west to the east side of Pompano Beach Blvd., proceeding north along the east side of Pompano Beach Blvd, approximately 450', then proceeding west along the north side of N.E. 2<sup>nd</sup> Street to the point of commencement.



**SECTION 1.** That an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce, 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 Amendment 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.

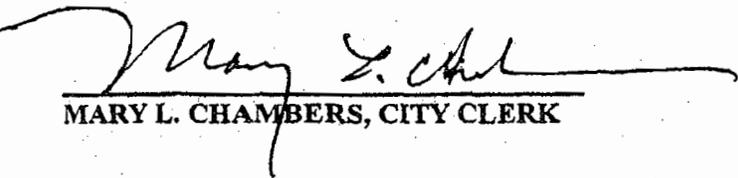
**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 13th day of March, 2012.

**PASSED SECOND READING** this 28th day of February, 2012.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
2/1/12  
l:ord/2012-156

## AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, is entered into on this 16th day of  
March, 2012, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA**, a municipal corporation of the State of Florida,  
hereinafter referred to as "CITY,"

and

**THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION**, a Florida corporation having its office and  
principal residence of business at 2200 East Atlantic Boulevard,  
Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE**, having an office and principal place of business at  
2200 East Atlantic Boulevard, Pompano Beach, Florida 33062,  
hereinafter together referred to as "LICENSEE."

### WITNESSETH:

**WHEREAS**, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently amended by agreement dated December 10, 1996, April 13, 1999, May 27, 2003, September 26, 2006, November 13, 2009 and October 5, 2010; and

**WHEREAS**, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date and location of the 2012 Seafood Festival; and

**NOW, THEREFORE**, the parties agree as follows:

---

---

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, and amended by Agreement dated May 27, 2003 and approved by City Ordinance No. 2003-52, and amended by Agreement dated September 26, 2006 and approved by City Ordinance No. 2006-65, and amended by Agreement dated November 13, 2009 and approved by City Ordinance No. 2010-07, and amended by Agreement dated October 5, 2010 and approved by City Ordinance No. 2010-47 shall be amended by amending Paragraph No. 2 and Paragraph No. 3 of said agreement as follows:

2. CITY hereby grants to the LICENSEE and the LICENSEE hereby accepts from the CITY a license to conduct and supervise the operation of the annual Pompano Beach Seafood Festival for the term of the license upon the following described property:

Commencing at a point located at the South right-of-way line of Atlantic Boulevard and the western right-of-way line of Pompano Beach Boulevard, proceed approximately 360 feet along the extended south right-of-way line of Atlantic Boulevard to the most eastern point of the Pompano Beach municipal beach, proceed along said eastern boundary of the municipal beach, 1000 feet, then proceed west along a line parallel to and 1,000 feet from the extended south right-of-way line of Atlantic Boulevard to the centerline of the right-of-way for Pompano Beach Boulevard, and then proceed South along said centerline to the northern boundary of the Oceanside Shopping Center parking lot, then

proceed west along the extended northern boundary of the Oceanside Shopping Center parking lot to the western right-of-way line of Pompano Beach Boulevard to the northern right-of-way line for Atlantic Boulevard, then along the northern right-of-way line of Atlantic Boulevard to the eastern right-of-way line of A1A, then southerly along the eastern right-of-way line of A1A to the south right-of-way line for Atlantic Boulevard then easterly to the south right-of-way line of Atlantic Boulevard to the point of commencement.

...

Notwithstanding the above, the license for the Seafood Festival for the 2012 year shall be upon the following described property:

See Exhibit "A" attached hereto and made a part hereof.

3. For the respective years of this agreement, this license shall become effective at:

...

4:00 a.m. on April ~~25~~ 18, 2012 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~29~~ 23, 2012. The actual Seafood Festival shall commence at 4:00 p.m. on April ~~27~~ 20, 2012 and shall end at 11:00 p.m. On April ~~28~~ 21, 2012 and April ~~29~~ 22, 2012 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April ~~28~~ 21, 2012 and end at 8:00 p.m. on April ~~29~~ 22, 2012, with a reasonable time thereafter devoted to cleanup.

...

3. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Chestine Wodke

By:

[Signature]  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By:

[Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

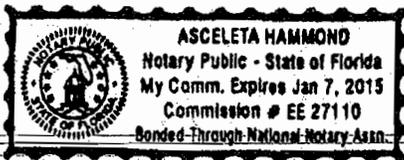
The foregoing instrument was acknowledged before me this 16th day of March, 2012 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH**, as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"LICENSEE":

Witnesses:

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

Betty Mania  
Christine Wodka

By: [Signature]  
John C. Good  
Typed or Printed Name

Title: Manager

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of February, 2012 by John C. Good as Manager of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)  
#DD857705  
Commission Number

NOTARY PUBLIC-STATE OF FLORIDA  
Shelley R. Bartholomew  
Commission #DD857705  
Expires: APR. 01, 2013  
BONDED THRU ATLANTIC BONDING CO, INC.

AND

Witnesses:

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

Christian Wodka  
Betty Mauer

By: *RIC GREEN*  
RIC GREEN  
Typed or Printed Name  
Title: PRESIDENT / CEO

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2012 by RIC GREEN as PRESIDENT / CEO of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC-STATE OF FLORIDA  
Shelley R. Bartholomew  
Commission # DD857705  
Expires: APR. 01, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)  
#DD 857705  
Commission Number

GBL/jrm  
2/1/12  
l:agr/mgr/2012-480

# POMPANO BEACH SEAFOOD FESTIVAL

EXHIBIT A

EXHIBIT A - Commencing at a point located at the intersection of the north side of N.E. 2<sup>nd</sup> Street and A1A, proceeding north approximately 550' to the intersection of the south side of N.E. 3<sup>rd</sup> St. and A1A, then proceeding east along the south side of N.E. 3<sup>rd</sup> Street approximately 430' to the east side of Pompano Beach Blvd., then proceeding east from Pompano Beach Blvd. approximately 320', then south approximately 950' parallel to Pompano Beach Blvd., then west to the east side of Pompano Beach Blvd., proceeding north along the east side of Pompano Beach Blvd. approximately 395', then proceeding west along the north side of N.E. 2<sup>nd</sup> Street to the point of commencement.



ORDINANCE NO. 2010- 47

**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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

WHEREAS, said Agreement was subsequently amended by Agreement dated December 10, 1996, April 13, 1999, May 27, 2003, September 26, 2006 and November 13, 2009; and

WHEREAS, the parties desire to amend the term of the agreement for the year 2011, and to make additional amendments to the agreement to extend the duration of the License; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach**

Chamber of Commerce, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

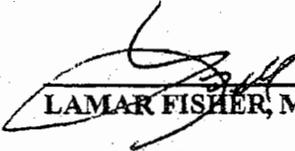
**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**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.

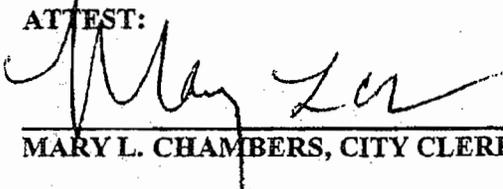
**SECTION 4.** This Ordinance shall become effective upon passage.

PASSED FIRST READING this 14th day of September, 2010.

PASSED SECOND READING this 28th day of September, 2010.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
7/15/10  
l:ord/2010-325

**AMENDMENT AGREEMENT**

---

THIS AMENDMENT AGREEMENT, is entered into on this 5th day of  
October, 2010, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY,"

and

**THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION**, a Florida corporation having its office and principal residence of business at 2200 East Atlantic Boulevard, Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF COMMERCE**, having an office and principal place of business at 2200 East Atlantic Boulevard, Pompano Beach, Florida 33062, hereinafter together referred to as "LICENSEE."

**WITNESSETH:**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently amended by agreement dated December 10, 1996, April 13, 1999, May 27, 2003, September 26, 2006, and November 13, 2009; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date of the 2011 Seafood Festival, and to make additional amendments to the agreement to extend the duration of the License; and

NOW, THEREFORE, the parties agree as follows:

---

---

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, and amended by Agreement dated May 27, 2003 and approved by City Ordinance No. 2003-52, and amended by Agreement dated September 26, 2006 and approved by City Ordinance No. 2006-65, and amended by Agreement dated November 13, 2010 and approved by City Ordinance No. 2010-07, shall be amended by amending Paragraph No. 3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April ~~24~~ 13, ~~2011~~ (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~24~~ 17, 2011. The actual Seafood Festival shall commence at 4:00 p.m. on April ~~22~~ 15, 2011 and shall end at 11:00 p.m. On April ~~23~~ 16, 2011 and April ~~24~~ 17, 2011, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April ~~23~~ 16, 2011 and end at 8:00 p.m. on April ~~24~~ 17, 2011, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 25, 2012 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2012. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2012 and shall end at 11:00 p.m. On April 28, 2012 and April 29, 2012 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2012 and end at 8:00 p.m. on April 29, 2012, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2013 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 28, 2013. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2013 and shall end at 11:00 p.m. On April 27, 2013 and April 28, 2013 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2013 and end at 8:00 p.m. on April 28, 2013, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23, 2014 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2014. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2014 and shall end at 11:00 p.m. On April 26, 2014 and April 27, 2014 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2014 and end at 8:00 p.m. on April 27, 2014, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 22, 2015 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 26, 2015. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 2015 and shall end at 11:00 p.m. On April 25, 2015 and April 26, 2015 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 25, 2015 and end at 8:00 p.m. on April 26, 2015, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work, cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other developments within the licensed property. Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

3. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

**"CITY":**

Witnesses:

Christine Wodka

Shelley R. Baithorne

CITY OF POMPANO BEACH

By: [Signature]  
LAMAR FISHER, MAYOR

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS, CITY CLERK

(SEAL)

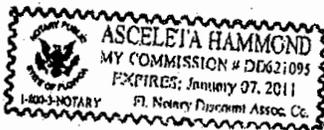
Approved by:

[Signature]  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH**, as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleia Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

Christine Wodka  
[Signature]

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

By: [Signature]  
John C. Good  
Typed or Printed Name

Title: MANAGER

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2010 by John C. Good as Manager of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
Shelley R. Bartholomew  
Commission # DD857705  
Expires: APR. 01, 2013  
BONDED THRU ATLANTIC BONDING CO, INC.

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)  
# DD857705  
Commission Number

AND

Witnesses:

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

Christine Woodka  
J. M. K. O.

By: [Signature]  
Ric Green  
Typed or Printed Name

Title: PRESIDENT/CEO POMPANO BEACH  
CHAMBER OF COMMERCE

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of  
August, 2010 by Ric Green  
as President/CEO of THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally  
known to me or who has produced  
(type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC STATE OF FLORIDA  
Shelley R. Bartholomew  
Commission # DD857705  
Expires: APR. 01, 2013  
BONDED TRUW ATLANTIC BONDING CO., INC.

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA

Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)

#DD857705  
Commission Number

/jrm  
7/16/10  
l:agr/mgr/2010-1536

ORDINANCE NO. 2010-07

**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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

WHEREAS, said Agreement was subsequently amended by Agreement dated December 10, 1996, April 13, 1999, May 27, 2003 and September 26, 2006; and

WHEREAS, the parties desire to amend the term of the agreement for the year 2010; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach**

Chamber of Commerce, 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 Amendment 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.

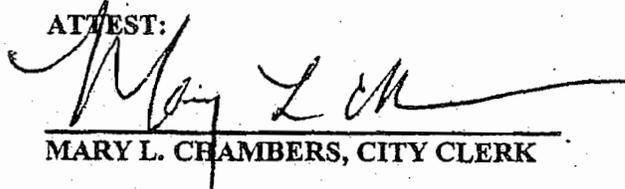
**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 27th day of October, 2009.

**PASSED SECOND READING** this 10th day of November, 2009.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

ATTEST:

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm  
10/1/09  
l:ord/2009-01

**AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 13<sup>th</sup> day of  
November, 2009, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA**, a municipal corporation of the State of Florida,  
hereinafter referred to as "CITY,"

and

**THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION**, a Florida corporation having its office and  
principal residence of business at 2200 East Atlantic Boulevard,  
Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE**, having an office and principal place of business at  
2200 East Atlantic Boulevard, Pompano Beach, Florida 33062,  
hereinafter together referred to as "LICENSEE."

**WITNESSETH:**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently amended by agreement dated December 10, 1996, April 13, 1999, May 27, 2003, and September 26, 2006; and

WHEREAS, the parties now desire to amend certain terms and conditions to the Original Agreement to change the date of the 2010 Seafood Festival; and

NOW, THEREFORE, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, and amended by Agreement dated May 27, 2003 and approved by City Ordinance No. 2003-52, and amended by Agreement dated September 26, 2006 and approved by City Ordinance No. 2006-65, shall be amended by amending Paragraph No. 3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April 26, 2007 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2007. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2007 and shall end at 11:00 p.m. On April 28, 2007 and April 29, 2007, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2007 and end at 8:00 p.m. on April 29, 2007, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2008 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2008. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2008 and shall end at 11:00 p.m. On April 26, 2008 and April 27, 2008 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2008 and end at 8:00 p.m. on April 27, 2008, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23, 2009 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 26, 2009. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 2009 and shall end at 11:00 p.m. On April 25, 2009 and April 26,

2009, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 25, 2009 and end at 8:00 p.m. on April 26, 2009, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April ~~22~~ 15, 2010 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April ~~25~~ 18, 2010. The actual Seafood Festival shall commence at 4:00 p.m. on April ~~23~~ 16, 2010 and shall end at 11:00 p.m. On April ~~24~~ 17, 2010 and April ~~25~~ 18, 2010 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April ~~24~~ 17, 2010 and end at 8:00 p.m. on April ~~25~~ 18, 2010, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 21, 2011 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 24, 2011. The actual Seafood Festival shall commence at 4:00 p.m. on April 22, 2011 and shall end at 11:00 p.m. On April 23, 2011 and April 24, 2011, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 23, 2011 and end at 8:00 p.m. on April 24, 2011, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work, cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other developments within the licensed property. Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

2. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Christine Wodka

By:

Lamar Fisher  
LAMAR FISHER, MAYOR

Mary L. Chambers

By:

Phyllis A. Korab  
PHYLLIS A. KORAB  
INTERIM CITY MANAGER

Attest

Mary L. Chambers  
MARY L. CHAMBERS, CITY CLERK  
CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn  
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

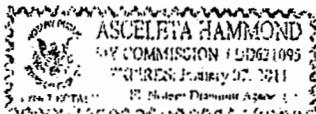
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2009 by **LAMAR FISHER** as Mayor, **PHYLLIS A. KORAB**, as Interim City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Asceleata Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleata Hammond

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce

"LICENSEE":

Witnesses:

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

Mitchell Scott  
Yeo Zelaya

By:

[Signature]  
John C. Good  
Typed or Printed Name

Title: MANAGER

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

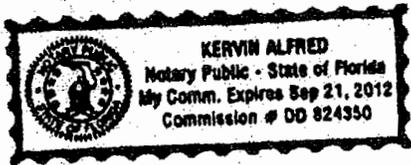
The foregoing instrument was acknowledged before me this 11th day of February, 2010 by John C. Good as Manager of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



AND

Witnesses:

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

*Marianne Meati*  
*Paul Rouque*

By: *[Signature]*

Ric Green

Typed or Printed Name

Title: PRESIDENT / CEO

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

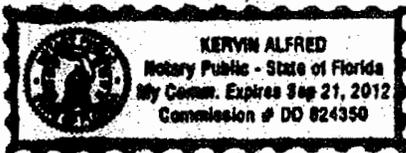
The foregoing instrument was acknowledged before me this 11th day of  
February, 2010 by Ric Green  
as President/ CEO of THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally  
known to me or who has produced personally known  
(type of identification) as identification.

NOTARY'S SEAL:

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA

Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number: \_\_\_\_\_



/jrm  
10/1/09  
l:agr/mgr/2010-001

ORDINANCE NO. 2006- 65

**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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

**WHEREAS**, said Agreement was subsequently amended by Agreement dated December 10, 1996, April 13, 1999 and May 27, 2003; and

**WHEREAS**, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make other amendments to the agreement to extend the duration of the License; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce, 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 Amendment Agreement.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 12th day of September, 2006.

**PASSED SECOND READING** this 26th day of September, 2006.

ATTN:

The seal is circular with a dotted border. Inside the border, the words "POMPANO BEACH, FLORIDA" are written in a circle. In the center, there is a smaller circle containing a figure, possibly a fish or a similar symbol. Below the seal, the text "OFFICIAL" is visible.  
MAYOR  
**MARY L. CHAMBERS, CITY CLERK**

A handwritten signature in cursive script, appearing to read "John C. Rayson".  
**JOHN C. RAYSON, MAYOR**

GBL/jrm  
7/19/06  
l:ord/2006-333

5000 11

**AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 26th day of  
September, 2006, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA**, a municipal corporation of the State of Florida,  
hereinafter referred to as "CITY,"

and

**THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION**, a Florida corporation having its office and  
principal residence of business at 2200 East Atlantic Boulevard,  
Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE**, having an office and principal place of business at  
2200 East Atlantic Boulevard, Pompano Beach, Florida 33062,  
hereinafter together referred to as "LICENSEE."

**WITNESSETH:**

**WHEREAS**, the CITY entered into an agreement with LICENSEE relating to the  
Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently  
amended by agreement dated December 10, 1996, April 13, 1999, and May 27, 2003; and

**WHEREAS**, the said Agreement between CITY and LICENSEE provides that the term  
of the License Agreement may be extended for an additional period by the mutual agreement of  
the parties upon the completion of each annual Pompano Beach Seafood Festival and final  
acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make additional amendments to the agreement to extend the duration of the License; and

**NOW, THEREFORE**, the parties agree as follows:

1. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, and amended by Agreement dated May 27, 2003 and approved by City Ordinance No. 2003-52, shall be amended by amending Paragraph No. 3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April 26, 2007 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2007. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2007 and shall end at 11:00 p.m. On April 28, 2007 and April 29, 2007, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2007 and end at 8:00 p.m. on April 29, 2007, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2008 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2008. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2008 and shall end at 11:00 p.m. On April 26, 2008 and April 27, 2008 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2008 and end at 8:00 p.m. on April 27, 2008, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23, 2009 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 26, 2009. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 2009 and shall end at 11:00 p.m. On April 25, 2009 and April 26, 2009, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 25, 2009 and end at 8:00 p.m. on April 26, 2009, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 22, 2010 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 2010. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 2010 and shall end at 11:00 p.m. On April 24, 2010 and April 25, 2010 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 24, 2010 and end at 8:00 p.m. on April 25, 2010, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 21, 2011 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 24, 2011. The actual Seafood Festival shall commence at 4:00 p.m. on April 22, 2011 and shall end at 11:00 p.m. On April 23, 2011 and April 24, 2011, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 23, 2011 and end at 8:00 p.m. on April 24, 2011, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other developments within the licensed property. Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

2. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Elizabeth J. Jorda

By: John C. Rayson  
JOHN C. RAYSON, MAYOR

Shelley R. Brathorne

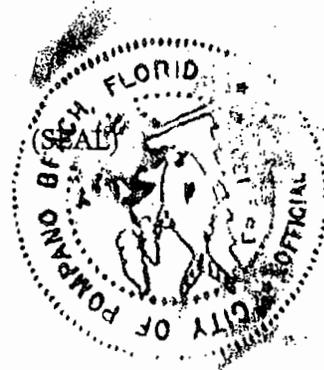
By: C. William Hargett, Jr.  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS  
CITY CLERK

Approved by:

Gordon B. Linn  
GORDON B. LINN  
CITY ATTORNEY



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by **JOHN C. RAYSON**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

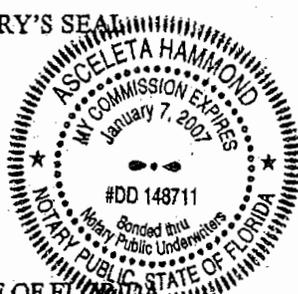
Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by **T. C. BROADNAX**, as Assistant City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce

**"LICENSEE":**

Witnesses:

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

Claudia Kil  
Elizabeth Leada

By: [Signature]  
John C. Good  
Typed or Printed Name

Title: Festival Manager

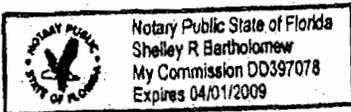
(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006 by John C. Good as FESTIVAL MANAGER of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA  
Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

AND

Witnesses:

Clare M. Kil  
Richard Sabada

**THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE**

By Anne H. Dupresne  
Anne H. Dupresne  
Typed or Printed Name

Title: President / CEO

(SEAL)

STATE OF FLORIDA

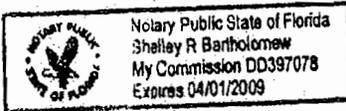
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 2006 by Anne H. Dupresne as President / CEO of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA

Shelley R. Bartholomew  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number \_\_\_\_\_

GBL/jrm  
7/19/06  
l:agr/mgr/2006-925

Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce

original 25

**ORDINANCE NO. 2003-52**

**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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

**WHEREAS**, said Agreement was subsequently amended by Agreement dated December 10, 1996 and April 13, 1999; and

**WHEREAS**, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make other amendments to the agreement to extend the duration of the License; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

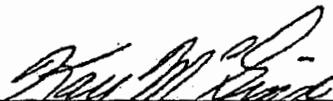
**SECTION 2:** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**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 13th day of May, 2003.

PASSED SECOND READING this 27th day of May, 2003.

  
\_\_\_\_\_  
KAY MCGINN, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
4/3/03  
I:ord/2003-170

## **AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 27th day of  
May, 2003, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA**, a municipal corporation of the State of Florida,  
hereinafter referred to as "CITY",

and

**THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION**, a Florida corporation having its office and  
principal residence of business at 2200 East Atlantic Boulevard,  
Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE**, having an office and principal place of business at  
2200 East Atlantic Boulevard, Pompano Beach, Florida 33062,  
hereinafter together referred to as "LICENSEE".

### **WITNESSETH:**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently amended by agreement dated December 10, 1996 and April 13, 1999; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of

the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make additional amendments to the agreement to extend the duration of the License; and

**NOW, THEREFORE**, the parties agree as follows:

1. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, and amended by agreement dated April 13, 1999 and approved by City of Pompano Beach Ordinance No. 99-34, shall be amended by amending Paragraph No. 3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April 24, 2003 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2003. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2003 and shall end at 11:00 p.m. On April 26, 2003 and April 27, 2003 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2003 and end at 8:00 p.m. on April 27, 2003, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 22, 2004 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 2004. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 2004 and shall end at 11:00 p.m. On April 24, 2004 and April 25, 2004 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 24, 2004 and end at 8:00

p.m. on April 25, 2004, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 21, 2005 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 24, 2005. The actual Seafood Festival shall commence at 4:00 p.m. on April 22, 2005 and shall end at 11:00 p.m. On April 23, 2005 and April 24, 2005, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 23, 2005 and end at 8:00 p.m. on April 24, 2005, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 27, 2006 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2006. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2006 and shall end at 11:00 p.m. On April 29, 2006 and April 30, 2006 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 29, 2006 and end at 8:00 p.m. on April 30, 2006, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 26, 2007 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2007. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2007 and shall end at 11:00 p.m. On April 28, 2007 and April 29, 2007, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2007 and end at 8:00 p.m. on April 29, 2007, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other developments within the licensed property. Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

2. That Paragraph No. 8 of the said agreement shall be amended as follows:

8. The CITY grants to the LICENSEE permission to charge an admission fee for entry into the Licensed Property. LICENSEE shall have the right to erect fencing, barricades or other appropriate methods of crowd control along or within the Licensed Property providing that such methods receive approval from the appropriate CITY departments including any construction permits that may be necessary. LICENSEE further agrees to remove any crowd control methods employed at the end of each licensed term and to restore all property that may have been altered or damaged by the use of the crowd control methods to its original condition.

3. That Paragraph No. 11 of the said agreement shall be amended as follows:

11. The LICENSEE shall be responsible for cleanup of debris and trash on the Licensed Premises during hours that the Seafood Festival is open to the public. Final cleanup of the Licensed Premises shall be performed at the conclusion of each day's activities which are open to the public.

4. That Paragraph No. 20 of the said agreement shall be amended as follows:

20. The LICENSEE, within one hundred twenty (120) days of the completion of each respective year's Seafood Festival, shall continue to provide the CITY with financial summary, detail and supplemental reports as submitted in July, 1992, including summary financial recap report, charity/club distribution report, detailed financial report of revenues and expenses, supplemental detail reports of revenues and expenses by type, comparative revenues and expenses statements and explanations of variances greater than 10% for current and prior period. A review of these financial reports shall be made by a certified public accountant at the LICENSEE's expense and paid from Seafood Festival gross proceeds. In addition, the CITY may, if desired and requested of the LICENSEE, conduct an internal audit of the financial reports herein referenced. The LICENSEE shall cooperate with the CITY in this regard and make a full disclosure of books and records related to said financial reports.

5. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

Clare M. Kirk

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: Kay McGinn  
KAY MCGINN, MAYOR

By: C. William Hargett, Jr.  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

Mary L. Chambers

MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn

GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2003 by KAY MCGINN, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2003 by C. WILLIAM HARGETT, JR. as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of May, 2003 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Asceleta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce

**"LICENSEE":**

Witnesses:

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

Cornelius Rawls  
Cornelius Rawls

By: *John C. Good*  
JOHN C. GOOD  
Typed or Printed Name

Title: *Festival Manager*

(SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of  
May, 2003 by John C. Good  
as MANAGER of THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is  
personally known to me or who has produced \_\_\_\_\_  
(type of identification) as identification.

NOTARY'S SEAL:



*Asceleta Hammond*  
NOTARY PUBLIC, STATE OF FLORIDA  
Asceleta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)  
\_\_\_\_\_  
Commission Number

**AND**

*Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation  
along with the Greater Pompano Beach Chamber of Commerce*

Witnesses:

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

Cherry Hudson  
\_\_\_\_\_

By: Douglas M. Everett  
\_\_\_\_\_

Douglas M. Everett  
Typed or Printed Name

Title: President & CEO  
\_\_\_\_\_

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of  
May, 2003 by DOUGLAS M. EVERETT  
as PRESIDENT & CEO of THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally  
known to me or who has produced \_\_\_\_\_  
(type of identification) as identification.

NOTARY'S SEAL:



GBL/jmm  
4/3/03  
l:agr/mgs/2003-1286

Asceletha Hammond  
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

ORDINANCE NO. 99- 34

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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

WHEREAS, said Agreement was subsequently amended by Agreement dated December 10, 1996; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

WHEREAS, the parties desire to extend the term of the agreement for an additional term and make other amendments to the agreement to extend the duration of the License; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

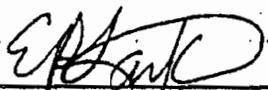
**SECTION 2:** That the proper City officials are hereby authorized to execute said Amendment Agreement.

**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 23rd day of March, 1999.

PASSED SECOND READING this 13th day of April, 1999.

  
\_\_\_\_\_  
E. PAT LARKINS, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

:amd  
1/8/99  
L:ord199-138a

**AMENDMENT AGREEMENT**

THIS AMENDMENT AGREEMENT, is entered into on this 13th day of  
April, 1999, by and among:

**CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA**, a municipal corporation of the State of Florida,  
hereinafter referred to as "CITY",

and

**THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION**, a Florida corporation having its office and  
principal residence of business at 2200 East Atlantic Boulevard,  
Pompano Beach, Florida 33062

along with

**THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE**, having an office and principal place of business at  
2200 East Atlantic Boulevard, Pompano Beach, Florida 33062,  
hereinafter together referred to as "LICENSEE".

**WITNESSETH:**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the  
Pompano Beach Seafood Festival, said agreement dated March 12, 1996 and subsequently  
amended by agreement dated December 10, 1996; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term  
of the License Agreement may be extended for an additional period by the mutual agreement of

the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, LICENSEE and CITY entered into an Amendment Agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated December 10, 1996; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional term and make additional amendments to the agreement to extend the duration of the License; and

**NOW, THEREFORE**, the parties agree as follows:

1. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56; and subsequently amended by agreement dated December 10, 1996 and approved by City of Pompano Beach Ordinance No. 97-27, shall be amended by amending paragraph #3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April 22, 1999 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 1999. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 1999 and shall end at 11:00 p.m. On April 24, 1999 and April 25,

1999 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 24, 1999 and end at 8:00 p.m. on April 25, 1999, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 27, 2000 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2000. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2000 and shall end at 11:00 p.m. On April 29, 2000 and April 30, 2000 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 29, 2000 and end at 8:00 p.m. on April 30, 2000, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 26, 2001 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2001. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2001 and shall end at 11:00 p.m. On April 28, 2001 and April 29, 2001, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 28, 2001 and end at 8:00 p.m. on April 29, 2001, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 25, 2002 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 28, 2002. The actual Seafood Festival shall commence at 4:00 p.m. on April 26, 2002 and shall end at 11:00 p.m. On April 27, 2002 and April 28, 2002 it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 27, 2002 and end at 8:00 p.m. on April 28, 2002, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 2003 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 2003. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 2003 and shall end at 11:00 p.m. On April 26, 2003 and April 27, 2003, it shall commence at 10:00 a.m. and shall end at 11:00 p.m. on April 26, 2003 and end at 8:00 p.m. on April 27, 2003, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work, cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other developments within the licensed property. Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

2. That paragraph 21 of the said agreement shall be amended as follows:

21. The LICENSEE agrees not to charge any vendor a Chamber membership charge as a necessary condition precedent to those entities' participation in the event.

3. That a new paragraph 26 shall be added to the Agreement as follows:

26. It is anticipated that at some future time during the course of this Agreement or an extension thereto, extensive public or private development may commence at or near the Licensed Property that, in the opinion of either of the parties, makes the licensed location temporarily undesirable for the Seafood Festival. Upon notice by one party to the other of its opinion that the Licensed Property location is undesirable due to such construction, the City shall offer Licensee the choice of two alternative locations of similar size. Upon Licensee giving written notice of its choice of location, the chosen location shall be for that year's term considered substituted for the property location set forth in paragraph 2 of the original Agreement by the parties of March 12, 1996 and the parties shall be bound to all other terms and conditions of said agreement and any amendment thereto.

4. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

Iselata Hammond

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]  
E. PAT LARKINS, MAYOR

By: [Signature]  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved by:

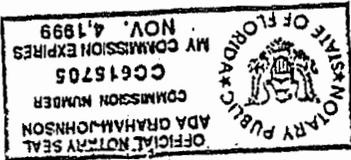
[Signature]  
GORDON B. LINN  
CITY ATTORNEY

"CITY OF POMPANO BEACH"

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by E. PAT LARKINS, as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*ADA Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

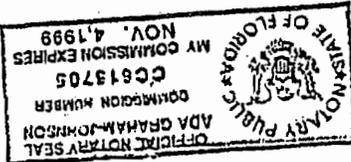
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*ADA Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of April, 1999, by MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, and who is personally known to me.

NOTARY'S SEAL:



*ADA Graham-Johnson*  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

Ascelita Hammond

By: [Signature]

GARY CORRELL

Typed or Printed Name

Title: PRES. SEAFOOD FESTIVAL

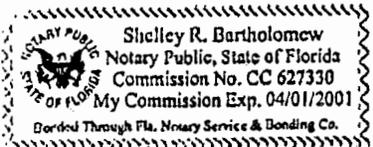
STATE OF FLORIDA  
COUNTY OF Broward



The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 1999 by GARY CORRELL as PRESIDENT of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced FLA. Driver's license (type of identification) as identification.

NOTARY'S SEAL:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**AND**

Witnesses:

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

Ascelta Hammond  
\_\_\_\_\_

By: Douglas M. Everett  
\_\_\_\_\_

Typed or Printed Name

Title: President  
\_\_\_\_\_

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 1999 by Douglas M. Everett as President/CEO of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced \_\_\_\_\_

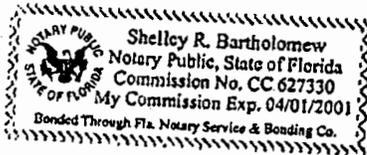
(type of identification) as identification.

NOTARY'S SEAL:

Shelley R. Bartholomew  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



:amd  
2/8/99  
L:agt99-979a

**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 AMENDMENT AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term of the License Agreement may be extended for an additional one year period by the mutual agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

WHEREAS, the parties desire to extend the term of the agreement for an additional one year term and make an amendment to the agreement; 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 an Amendment Agreement among the City of Pompano Beach and the Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

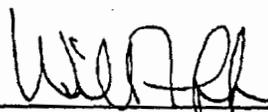
SECTION 2: That the proper City officials are hereby authorized to execute said Agreement.

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 26th day of November, 1996.

PASSED SECOND READING this 10th day of December, 1996.

  
\_\_\_\_\_  
WILLIAM F. GRIFFIN, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

:amd  
11/6/96  
L:ord97-017a

## ***AMENDMENT AGREEMENT***

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THIS AMENDMENT AGREEMENT, is entered into on this 10th day of  
December, 1996, by and among:

CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA, a municipal corporation of the State of Florida,  
hereinafter referred to as "CITY",

and

THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION, a Florida corporation having its office and  
principal residence of business at 2200 East Atlantic Boulevard,  
Pompano Beach, Florida 33062

along with

THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE, having an office and principal place of business at  
2200 East Atlantic Boulevard, Pompano Beach, Florida 33062,  
hereinafter together referred to as "LICENSEE".

### **WITNESSETH:**

WHEREAS, the CITY entered into an agreement with LICENSEE relating to the  
Pompano Beach Seafood Festival, said agreement dated March 12, 1996; and

WHEREAS, the said Agreement between CITY and LICENSEE provides that the term  
of the License Agreement may be extended for an additional one year period by the mutual

agreement of the parties upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of a financial summary; and

**WHEREAS**, the parties desire to extend the term of the agreement for an additional one year term and make an amendment to the agreement; and

**NOW, THEREFORE**, the parties agree as follows:

1. That the agreement relating to the Pompano Beach Seafood Festival by and among the City of Pompano Beach, the Pompano Beach Seafood Festival Corporation and the Greater Pompano Beach Chamber of Commerce, dated March 12, 1996, and approved by the City of Pompano Beach Ordinance No. 96-56, shall be extended for an additional one (1) year period from the date of termination of the agreement by amending paragraph #3 of said agreement as follows:

3. For the respective years of this agreement, this license shall become effective at:

4:00 a.m. on April 25, 1997 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 27, 1997. The actual Seafood Festival shall commence at 4:00 p.m. on April 25, 1977 and shall end at 10:00 p.m. On April 26, 1997 and April 27, 1997 it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 24, 1998 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 26, 1998. The actual Seafood Festival shall commence at 4:00 p.m. on April 24, 1998 and shall

end at 10:00 p.m. On April 25, 1998 and April 26, 1998 it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 23 1999 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 25, 1999. The actual Seafood Festival shall commence at 4:00 p.m. on April 23, 1999 and shall end at 10:00 p.m. On April 24, 1999 and April 25, 1999, it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 28, 2000 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 30, 2000. The actual Seafood Festival shall commence at 4:00 p.m. on April 28, 2000 and shall end at 10:00 p.m. On April 29, 2000 and April 30, 2000 it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

4:00 a.m. on April 27, 2001 (except as hereinafter provided) and shall terminate at 10:00 p.m. on April 29, 2001. The actual Seafood Festival shall commence at 4:00 p.m. on April 27, 2001 and shall end at 10:00 p.m. On April 28, 2001 and April 29, 2001, it shall commence at 10:00 a.m. and shall end at 8:00 p.m. on both days, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work, cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other developments within the licensed property. Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

2. That paragraph 21 of the said agreement shall be amended as follows:

21. The LICENSEE agrees not to charge any vendor a Chamber membership charge as a necessary condition precedent to those entities' participation in the event.

3. All of the terms, covenants and conditions contained in this said agreement between the parties, with the exception of the provision for the extension herein above shall remain unchanged, and the parties agree to keep, observe and perform all the covenants and conditions contained therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

Shirley P. Bartholomew

Richard E. Quinn

CITY OF POMPANO BEACH

By: William F. Griffin  
WILLIAM F. GRIFFIN, MAYOR

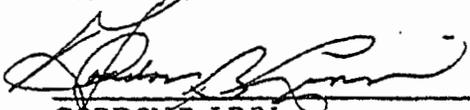
By: C. William Hargett, Jr.  
C. WILLIAM HARGETT, JR.  
CITY MANAGER

Attest:

Mary L. Chambers  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved by:



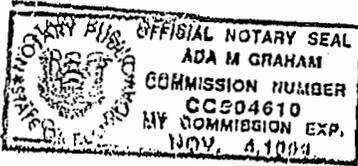
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of December, 1996 by WILLIAM F. GRIFFIN, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



(Name of Acknowledger Typed, Printed or Stamped)

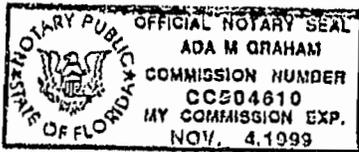
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of December, 1996 by C. WILLIAM HARGETT, JR. as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



(Name of Acknowledger Typed, Printed or Stamped)

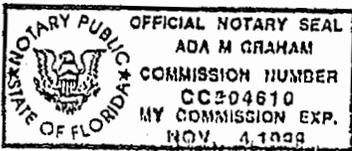
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of  
December, 1996 by MARY L. CHAMBERS as City Clerk of the City of Pompano Beach,  
Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

Mary Graham  
late Haddad

THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION

By: [Signature]

GARY CORRELL  
Typed or Printed Name

Title: PRES.

(SEAL)



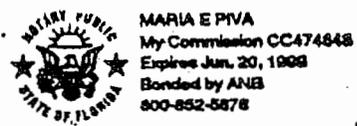
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 1996 by Gary Carroll as President of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

Maria E Piva  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

Witnesses:

Nancy Graham  
Paul Attardo

THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

By: Douglas M. Everett  
... Typed or Printed Name

Title: Pres/CEO

(SEAL)

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of December, 1996 by Douglas M. Everett as President/CEO of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced \_\_\_\_\_

(type of identification) as identification.

Maria E Piva  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



MARIA E PIVA  
My Commission CC474848  
Expires Jun. 20, 1999  
Bonded by ANB  
800-882-5676

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

GBL:amd  
11/6/96  
L:agr97-067a

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

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT AMONG THE CITY OF POMPANO BEACH AND THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION ALONG WITH THE GREATER POMPANO BEACH CHAMBER OF COMMERCE; 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 among the City of Pompano Beach and The Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce, 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 among the City of Pompano Beach and The Pompano Beach Seafood Festival Corporation along with the Greater Pompano Beach Chamber of Commerce.

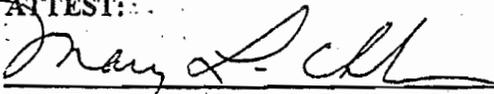
**SECTION 3:** This Ordinance shall become effective upon passage.

PASSED FIRST READING this 5th day of March, 1996.

PASSED SECOND READING this 12th day of March, 1996.

  
\_\_\_\_\_  
EMMA LOU OLSON, MAYOR

ATTEST:..

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL:amd  
2/14/96  
L:ord96-186

AMENDED AGREEMENT

This agreement was made and entered into this 12th day of March, 1996<sup>03</sup>, by and among:

THE CITY OF POMPANO BEACH, BROWARD COUNTY,  
FLORIDA, a municipal corporation, hereinafter referred to as  
"CITY"

AND

THE POMPANO BEACH SEAFOOD FESTIVAL  
CORPORATION, a Florida Corporation having an office and  
principal place of business at 2200 East Atlantic Boulevard,  
Pompano Beach, FL 33062,

ALONG WITH

THE GREATER POMPANO BEACH CHAMBER OF  
COMMERCE,

together hereinafter referred to as "LICENSEE".

WITNESSETH:

WHEREAS, LICENSEE is desirous of conducting and supervising the operation of the annual Pompano Beach Seafood Festival upon certain property of the CITY hereinafter described;

and

WHEREAS, the CITY and the Greater Pompano Beach Chamber of Commerce are Co-Sponsors of the event; and

WHEREAS, one of the purposes of the event is to contribute funds to charities and local civic organizations; and

WHEREAS, the CITY wishes to provide a license to the LICENSEE for the annual Pompano Beach Seafood Festival;

WHEREAS, the parties to this modification agreement entered into a previous agreement on February 16, 1993 and by this Agreement desire to amend the former Agreement by the terms of this Agreement.

2/23/96

NOW, THEREFORE, it is mutually agreed as follows:

1. This agreement supersedes and replaces the previous Agreement made by the parties to this agreement on February 16, 1993. That previous Agreement is cancelled by the mutual consent of the parties.

2. CITY hereby grants to the LICENSEE and the LICENSEE hereby accepts from the CITY a license to conduct and supervise the operation of the annual Pompano Beach Seafood Festival for the term of the license upon the following described property:

Commencing at a point located at the South right-of-way line of Atlantic Boulevard and the western right-of-way line of Pompano Beach Boulevard, proceed approximately 360 feet along the extended south right-of-way line of Atlantic Boulevard to the most eastern point of the Pompano Beach municipal beach, proceed along said eastern boundary of the municipal beach, 1000 feet, then proceed west along a line parallel to and 1,000 feet from the extended south right-of-way line of Atlantic Boulevard to the centerline of the right-of-way for Pompano Beach Boulevard, and then proceed South along said centerline to the northern boundary of the Oceanside Shopping Center parking lot, then proceed west along the extended northern boundary of the Oceanside Shopping Center parking lot to the western right-of-way line of Pompano Beach Boulevard to the northern right-of-way line for Atlantic Boulevard, then along the northern right-of-way line of Atlantic Boulevard to the eastern right-of-way line of A1A, then southerly along the eastern right-of-way line of A1A to the south right-of-way line for Atlantic Boulevard then easterly to the south right-of-way line of Atlantic Boulevard to the point of commencement.

It is understood that this license is not exclusive for the rights-of-way included within said description as to the employees and patrons of any businesses located adjacent to Pompano Beach Boulevard between Atlantic Boulevard and the northern boundary of the Oceanside Shopping Center parking lot. Therefore, no admission fee, if any, shall be required for admission of these persons into the Licensed Property.

3. For the respective years of this agreement, this license shall become affective at 4:00am on April 26, 1996 (except as hereinafter provided) and shall terminate at 10:00pm on April 28th, 1996. The actual Seafood Festival shall commence at 4:00pm on April 26, 1996 and shall end at 10:00pm. On April 27, 1996 and April 28, 1996 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 25, 1997 (except as hereinafter provided) and shall terminate at 10:00pm on April 27th, 1997. The actual Seafood Festival shall commence at 4:00pm on April 25, 1997 and shall end at 10:00pm. On April 26, 1997 and April 27, 1997 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 24, 1998 (except as hereinafter provided) and shall terminate at 10:00pm on April 26th, 1998. The actual Seafood Festival shall commence at 4:00pm on April 24, 1998 and shall end at 10:00pm. On April 25, 1998 and April 26, 1998 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 23, 1999 (except as hereinafter provided) and shall terminate at 10:00pm on April 25th, 1999. The actual Seafood Festival shall commence at 4:00pm on April 23, 1999 and shall end at 10:00pm. On April 24, 1999 and April 25, 1999 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

This license shall become affective at 4:00am on April 28, 2000 (except as hereinafter provided) and shall terminate at 10:00pm on April 30th, 2000. The actual Seafood Festival shall commence at 4:00pm on April 28, 2000 and shall end at 10:00pm. On April 29, 2000 and April 30, 2000 it shall commence at 10:00 am and shall end at 8:00 pm on both days, with a reasonable time thereafter devoted to cleanup.

If because of circumstances beyond the control of the parties, any of the above dates must be changed, the parties will work cooperatively towards rescheduling to a reasonable alternative date. It is understood by the parties that the CITY may at some time during the course of this agreement construct a police substation or commence other development within the licensed property: Upon such development receiving a Certificate of Occupancy, the developed property shall be excluded from the Licensed Property. It is further agreed that should such development take place, egress and ingress by CITY employees, officials and citizens needing or desiring access to the newly constructed facility shall be permitted without having to pay a charge or admission fee for entry into the Licensed Property.

4. The LICENSEE agrees to pay to CITY as compensation for this license the annual sum of One and No/100 (\$1.00) dollar.

5. The LICENSEE does hereby release and agree to indemnify, defend and save harmless the CITY from and against all claims, actions, causes of action, demands, judgements, costs, expenses and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, and in any manner arising out of or connected with, directly or indirectly, the operation and use of the licenses premises, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises.

6. The LICENSEE shall deliver to the CITY no later than thirty (30) days prior to the Festival, a comprehensive insurance policy or policies including public liability and property damage, acceptable to and approved by the Risk Manager of the CITY, protecting the CITY and the LICENSEE against any loss, liability or expense whatsoever to property of whatsoever ownership, in any manner arising out of or connected with, directly or indirectly, the operation and use of the licensed premises, whether or not the incident giving rise to the injury, death, loss or damage occurs within or without the licensed premises. Such policy or policies shall be written by a responsible insurance company satisfactory to the CITY and licensed to do business in the State of Florida and shall include:

- a. General Liability Insurance in the amount of one Million and No/100 (\$1,000,000) Dollars Combined Single Limit; and
- b. Liquor Liability in the amount of One Million and No/100 \$1,000,000) Dollars.

7. The LICENSEE shall use the subject property only for the purpose of establishing and supervising the operation of the annual Pompano Beach Seafood Festival. The LICENSEE shall not permit the subject property or any part thereof to be used or occupied for any other purpose.

8. The CITY grants to the LICENSEE permission to charge an admission fee for entry into the Licensed Property. It is agreed that the charge shall not exceed \$4.00. Licensee shall have the right to erect fencing, barricades or other appropriate methods of crowd control along or within the Licensed Property providing that such methods receive approval from the appropriate CITY departments including any construction permits that may be necessary. LICENSEE further agrees to remove any crowd control methods employed at the end of each licensed term and to restore all property that may have been altered or damaged by the use of the crowd control methods to its original condition.

9. This License authorizes only activities of the type and nature which occurred under the previous License Agreement provided by Ordinance 91-31. Any additional activities of any kind or nature and, specifically but not limited to, carnival rides (excluding a children's train) must receive City Commission approval.

10. LICENSEE agrees not to use or suffer nor permit any person to use in any manner whatsoever the Licensed Premises or any part thereof, or for any purpose in violation of any federal, state or municipal law, ordinance, rule, order, or regulation of the CITY in effect or hereafter enacted or adopted, and will protect and indemnify and forever save and keep harmless the CITY from and against any damage, penalty, fine, judgement, expense or charge suffered, imposed, assessed, or incurred for any violation or breach of any law, ordinance, rule, order or violation occasioned by any act, neglect or omission of LICENSEE, or any employee, person or occupant during any term of this License; and in the event of any violation or in the case the City manager or his representative shall deem any conduct on the part of LICENSEE or any person or occupant during the term of this license, or the operation thereof, objectionable or improper, the City Manager or his representative shall have the power to advise LICENSEE of the violation. If LICENSEE shall fail, neglect or refuse as soon as reasonably possible to conform to any direction or instruction that may be given by the City Manager or his representative or to any applicable law, ordinance or regulation of the CITY, county, state or federal government it shall then be lawful for the CITY at its option to declare this Licenses terminated and forfeited and CITY may, in addition to other remedies available to CITY, thereupon reenter and possess itself of all rights and privileges heretofore provided to LICENSEE.

11. The LICENSEE shall be responsible for cleanup of debris and trash on the licensed premises during hours that the Seafood Festival is open to the public; however, CITY personnel, in an amount determined solely by the CITY, shall be made available to assist in this activity along with necessary trucks, equipment and dumpsters. Final cleanup of the licensed premises shall be performed at the conclusion of each day's activities which are open to the public by CITY personnel utilizing CITY equipment.

12. To insure that traffic flow is not unduly impeded, the LICENSEE agrees to provide off-duty police officers for traffic and crowd control.

13. The LICENSEE and the CITY shall each pay fifty (50%) percent of the actual cash expenses incurred by the CITY relating to the holding of the Festival which shall include, but not limited, to, police/reserve officer security (whether contracted directly with or through the CITY or contracted through the FOP), Public Works and Recreation Department cleanup, and Fire Dpartment; provided, however, that the CITY's fifty (50%) percent share of the CITY's referenced expenses shall not exceed \$15,000 for each year of the term of this agreement and any actual cash expenses shall mean CITY employee payroll, FICA costs and the cost to the CITY of supplies utilized for the Festival. Actual cash expenses, as the term is utilized in this paragraph, shall also include payment for off-duty police officers. The CITY shall deliver to the LICENSEE an itemized accounting of such expenses within thirty (30) days of the conclusion of the event and within thirty (30) days of receipt of said itemized accounting, the LICENSEE shall pay to the CITY its share of the referenced expenses.

14. The LICENSEE shall be responsible for supplying portable restrooms in a quantity sufficient to serve the number of people estimated to attend the event.

15. The LICENSEE hereby agrees to conduct briefing meetings prior to each festival and debriefing meetings after each festival to discuss any problems and concerns, as well as changes that citizens in the vicinity of the festival may have.

16. The LICENSEE agrees that all areas where food is cooked will be kept a distance of at least 50 feet from any residence.

17. The LICENSEE is authorized to sell food and alcoholic beverages upon the premises, provided that the LICENSEE obtains a permit from the Division of Alcoholic Beverages and Tobacco of the Florida Department of Business Regulation allowing the sale of alcoholic beverages on the premises; and provided further that no alcoholic beverages shall be sold, delivered or otherwise dispensed until 1:00 p.m. on Sundays throughout the term of this agreement.

18. It is expressly understood and agreed that this is a license to occupy the above-described premises under the conditions and for the purposes expressed herein and shall not be construed to be a license to engage in any business or occupation upon the premises. Any occupational license or permit required by the CITY and any other governmental agency shall be in addition to the license hereby granted to occupy said premises and shall be the sole responsibility of the LICENSEE to obtain.

19. It is further expressly understood and agreed that no real or personal property is leased to the LICENSEE that this is a license and not a lease; that the LICENSEE'S right to occupy the above-described premises and to operate the license hereby granted shall continue only so long as the LICENSEE shall comply with each and every undertaking, provision, agreement, covenant, stipulation and/or condition contained herein.

20. The LICENSEE, within ninety (90) days of the completion of each respective year's Seafood Festival, shall continue to provide the CITY with financial summary, detail and supplemental reports as submitted in July 1992 including summary financial recap report, charity/club distribution report, detailed financial report of revenues and expenses, supplemental detail reports of revenues and expenses by type, comparative revenues and expenses statements and explanations of variances greater than 10% for current and prior period. A review of these financial reports shall be made by a certified public accountant at the LICENSEE'S expense and paid from Seafood Festival gross proceeds. In addition, the CITY may, if desired and requested of the LICENSEE, conduct an internal audit of the financial reports herein referenced. The LICENSEE shall cooperate with the CITY in this regard and make a full disclosure of books and records related to said financial reports.

21. The LICENSEE agrees not to charge "not-for-profit" entities a Chamber membership charge as a necessary condition precedent to those entities' participation in the event.

22. The LICENSEE agrees to disburse seventy-five (75%) percent of the net proceeds to charities, local non-profit, non-political, civic and service organizations, not-for-profit, organizations (excluding the Greater Pompano Beach Chamber of Commerce), and student scholarships and twenty-five (25%) percent of net proceeds to the Greater Pompano Beach Chamber of Commerce. Net proceeds are herein defined as gross revenues less expenditures of the event provided, however, that expenditures of the event shall not include salaries, commissions, or payment of any kind to Chamber personnel. Gross revenues shall include all income from the event. In the event a first time participant in the Pompano Beach Seafood Festival is required to join the Greater Pompano Beach Chamber of Commerce and their membership fee is exclusively premised upon their participation in the Pompano Beach Seafood Festival at the time of their application for participation, then the Greater Pompano Beach Chamber of Commerce shall cause to be paid over to the LICENSEE those fees which shall then be included in the gross revenues of the Pompano Beach Seafood Festival.

23. The LICENSEE may install a temporary boardwalk on the property licensed herein, provided all necessary licenses, permits and approvals are received from the appropriate governmental agencies and subject to approval of the design and placement of the temporary boardwalk by the CITY. Additionally, the LICENSEE may sell and place advertisements on the floor of the temporary boardwalk excluding, however, advertisements for alcoholic beverages and/or tobacco products.

24. The LICENSEE further agrees that prior to entering into an agreement or contract with a manager, promoter or any person or entity performing promotion or management service for the Seafood Festival which will affect in any manner whatsoever the net proceeds available for disbursement as set forth above, the agreement or contract shall be submitted to the City Commission for approval.

25. The term of this agreement shall be for a period of five years and shall license the use of the property described herein for the dates and times specified in paragraph 3 above provided, however, that all terms, conditions and obligations of LICENSEE shall survive the termination of this agreement. The parties agree that upon the completion of each annual Pompano Beach Seafood Festival and final acceptance and approval of the financial summary provided to the CITY pursuant to paragraph 18 herein, the term of this license agreement may be extended for an additional one year period upon the mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

Lydia Morales

CITY OF POMPANO BEACH

By: Emma Lou Olson  
Emma Lou Olson, Mayor

Maria "Fenchie" Aguirre

By: C. William Hargett, Jr.  
C. William Hargett, Jr., City Manager

Attest:

Mary L. Chambers

(SEAL)

Mary L. Chambers  
City Clerk

Approved by:

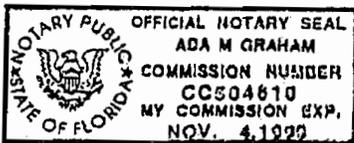
Gordon B. Linn

Gordon B. Linn, Esq.  
City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1996 by EMMA LOU OLSON as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:



Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

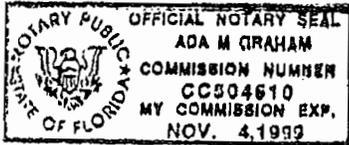
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(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1996 by C. WILLIAM HARGETT, JR., as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:



Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

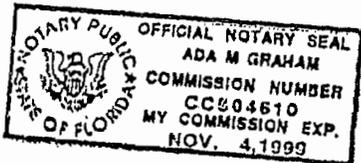
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(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1996 by MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation and who is personally known to me.

NOTARY'S SEAL:



Ada M. Graham  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"LICENSEE":**

Witnesses:

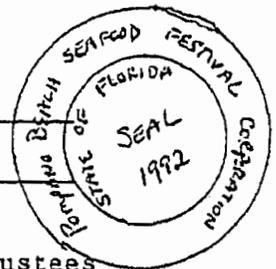
Laura Alhaddad  
Mary Graham

**THE POMPANO BEACH SEAFOOD  
FESTIVAL CORPORATION**

By: Al Siefert

Al Siefert  
Typed or Printed Name

Title: President, Board of Trustees



STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 1996 by Al Siefert as President of THE POMPANO BEACH SEAFOOD FESTIVAL CORPORATION, a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced Personally Known (type of identification) as identification.

NOTARY'S SEAL:



MARIA E PIVA  
My Commission CC474848  
Expires Jun. 20, 1998  
Bonded by ANB  
800-862-8678

Maria E. Piva  
NOTARY PUBLIC, STATE OF FLORIDA  
MARIA E. PIVA  
(Name of Acknowledger Typed, Printed or Stamped)  
CC 474848  
Commission Number

Witnesses:

Paula Attadad  
Phyllis Adams

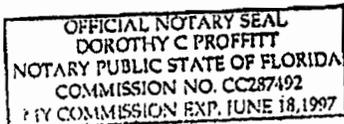
THE GREATER POMPANO BEACH  
CHAMBER OF COMMERCE

By: F. H. Furman, Jr.  
FRANK H. FURMAN, JR.  
Typed or Printed Name  
CHAIRMAN  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of March, 1996 by Frank H. Furman, Jr. as Chairman of THE GREATER POMPANO BEACH CHAMBER OF COMMERCE on behalf of the Chamber of Commerce. He/she is personally known to me or who has produced personally known (type of identification) as identification.

NOTARY'S SEAL:



Dorothy C. Proffitt  
NOTARY PUBLIC, STATE OF FLORIDA  
Dorothy C. Proffitt  
(Name of Acknowledger Typed, Printed or Stamped)  
CC287492  
Commission Number

REQUESTED COMMISSION ACTION:

Consent     
  Ordinance     
  Resolution     
  Consideration/ Discussion     
  Presentation

SHORT TITLE

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 115, "MISCELLANEOUS BUSINESSES," BY AMENDING SECTION 115.17, "SECONDHAND DEALERS; SECONDARY METALS RECYCLERS," TO IMPOSE ADDITIONAL REQUIREMENTS UPON PAWNBROKERS AND SECONDHAND DEALERS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**Summary of Purpose and Why:**

In conjunction to text amendments to the City's Zoning Code related to Consignment Shops and Thrift Shops, Staff is recommending text amendments to the city's regulations of Secondhand Dealers found in §115.17. In 1991, per Ordinance 1991-14, the city established §115.17 (copy attached). The ordinance's whereas clauses described the city's concern regarding these uses and specifically stated that increased regulation of the secondhand dealer will deter crime in dealing in stolen property, and will additionally result in the increased likelihood of reclaiming stolen property. In furtherance of the intent of §115.17, Staff is recommending Pawnbrokers be included in §115.17. Second, Staff is recommending Secondhand Dealers, Secondhand Metal Recyclers, and Pawnbrokers provide proof of state licensure in order to obtain a Zoning Use Certificate and/or Business Tax Receipt (either from the Dept. of Revenue or the Dept. of Agriculture and Consumer Services, as applicable). Providing proof of a valid state license enables the city to determine if business owners are complying with the state's regulations. Finally, the procedure outlined in §115.17 is corrected to have applicants submit documentation to the Business Tax Receipt division. At their January 28, 2015 meeting, the Planning and Zoning Board reviewed the proposed text amendments in conjunction with the changes to the Zoning Code.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman *KBF* Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	12/22/2014	Approval	Memo #14-585 <i>[Signature]</i>
City Attorney	02/06/2015	Approval	Memo #2015-549 <i>[Signature]</i>
X City Manager	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

Ordinance Workshop	Resolution	Consideration
1 <sup>st</sup> Reading <u>3/10/15</u>	1 <sup>st</sup> Reading _____	Results: _____
Approved		
2 <sup>nd</sup> Reading <u>3/24/15</u>	_____	_____
_____	_____	_____

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 115, "MISCELLANEOUS BUSINESSES," BY AMENDING SECTION 115.17, "SECONDHAND DEALERS; SECONDARY METALS RECYCLERS," TO IMPOSE ADDITIONAL REQUIREMENTS UPON PAWNBROKERS AND SECONDHAND DEALERS; 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 115.17, "Secondhand Dealers; Secondary Metals Recyclers," of Chapter 115, "Miscellaneous Businesses," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

**§ 115.17 SECONDHAND DEALERS; SECONDARY METALS RECYCLERS; PAWNBROKERS.**

(A) ~~The city hereby adopts the procedure~~ In addition to the regulations set forth in F.S. Ch. 538 titled Secondhand Dealers and Secondary Metals Recyclers and in F.S. Ch. 539 titled "Florida Pawnbroking Act," in its entirety as hereby enacted or as may be amended from time to time, provided, however, that the city hereby adopts the following additional restrictions which shall apply in the city to the secondhand dealers and, secondary metals recyclers, and pawnbrokers as defined in the statute.

(1) The term **SECONDHAND DEALER** is expanded to include any secondhand dealer as defined in state statute whether or not located in a fixed place of business.

(2) In addition to record keeping requirements as mandated by state statute, a secondhand dealer or pawnbroker shall also deliver and conform their record keeping to their local law enforcement agency to include:

(a) The amount of money paid or loaned by the dealer or pawnbroker for the item.

(b) No entry made in the record shall be erased, obliterated or defaced.

(3) A secondhand dealer, pawnbroker, or any employee thereof shall not have a secondhand store or pawnshop open or engage in or conduct business as a secondhand dealer or pawnbroker between the hours of 8:00 p.m. and 8:00 a.m.

(4) An original right thumbprint of the seller shall be affixed to all forms indicating a transaction of secondhand goods as required by state statute to be delivered to the ~~City Police Department~~ City's Business Tax Receipt Division. The thumbprint can only be used to identify the person whose name appears on the record when probable cause exists that the secondhand goods are stolen.

(5) A copy of a valid license from the Florida Department of Revenue or the Florida Department of Agriculture and Consumer Services, as applicable, shall be necessary before any Zoning Use Certificate and/or business tax receipt shall be approved for any secondhand dealer or pawnbroker.

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

**SECTION 3.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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LAMAR FISHER, MAYOR

ATTEST:

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ASCELETA HAMMOND, CITY CLERK

GBL/jrm  
2/6/15  
L:ord/ch115/2015-200



**City Attorney's Communication #2015-549**  
February 6, 2015

**TO:** Karen Friedman, AICP, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Ordinance Amending Chapter 115, "Miscellaneous Businesses"

As requested in your memorandum of January 29, 2014, Department of Development Services Memorandum No. 15-053, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 115, "MISCELLANEOUS BUSINESSES," BY AMENDING SECTION 115.17, "SECONDHAND DEALERS; SECONDARY METALS RECYCLERS," TO IMPOSE ADDITIONAL REQUIREMENTS UPON PAWNBROKERS AND SECONDHAND DEALERS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the ordinance to ensure that it meets with your requirements.

  
GORDON B. LINN

/jrm  
l:cor/dev-srv/2015-549

Attachment

CITY OF POMPANO BEACH  
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 115 "MISCELLANEOUS BUSINESSES" OF THE POMPANO BEACH CODE OF ORDINANCES BY ABOLISHING SECTION 115.17 "SECONDHAND DEALERS"; BY CREATING A NEW SECTION 115.17; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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WHEREAS, in recent years there has been an increase in burglary, robbery and other forms of theft of various types of tangible personal property; and

WHEREAS, Secondhand Dealers have become a primary source for persons seeking to obtain cash for stolen property; and

WHEREAS, increased regulation of the Secondhand Dealer will deter crime in dealing in stolen property, and will additionally result in the increased likelihood of reclaiming stolen property; and

WHEREAS, the State of Florida, pursuant to Statute, has given authority to municipalities to enact more restrictive laws; and

WHEREAS, the increased regulation of Secondhand Dealers will have a positive impact on health, safety, welfare and morals of the community and is, therefore, 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 Commission Meeting Room of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the public 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 Chapter 115.17 "Secondhand Dealers" of the Pompano Beach Code of Ordinances is hereby abolished.

SECTION 2: That a new Section 115.17 "Secondhand Dealers - Secondary Metals Recyclers" is hereby created to read as follows:

Section 115.17 Secondhand Dealers - Secondary Metal Recyclers

(a) The City of Pompano Beach hereby adopts the procedure set forth in Florida statutes Chapter 538 titled "Secondhand Dealers and Secondary Metals Recyclers in its entirety as hereby enacted or amended from time to time provided, however, that the following restrictions shall apply in Pompano Beach to the secondhand dealers and secondary metals recyclers as defined in the Statute.

- (1) The term Secondhand Dealer is expanded to include any secondhand dealer as defined in State Statute whether or not located in a fixed place of business.
- (2) In addition to record keeping requirements as mandated by State Statute, a secondhand dealer shall also deliver and/or conform their record keeping to their local law enforcement agency to include:
  - (a) The amount of money paid or loaned by the dealer for the item.
  - (b) No entry made in such record shall be erased, obliterated or defaced.
- (3) A secondhand dealer or any employee thereof shall not have a secondhand store open or engage in or conduct business as a secondhand dealer between the hours of 8:00 p.m. and 8:00 a.m.

- (4) An original right thumbprint of the seller shall be affixed to all forms indicating a transaction of secondhand goods as required by state statute to be delivered to the Pompano Beach Police Department. The thumbprint can only be used to identify the person whose name appears on the record when probable cause exists that the secondhand goods are stolen.

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 20th day of November,  
1990.

PASSED SECOND READING this 27th day of November,  
1990.

  
\_\_\_\_\_  
NATHAN N. BRAVERMAN, MAYOR

ATTEST:

  
\_\_\_\_\_  
VERNADETTE FULLER  
CITY CLERK

PDE:amd  
10/10/90  
ORD-1 91-11



# MEMORANDUM

## Development Services

ADMINISTRATIVE MEMORANDUM NO. 14-585

DATE: December 22, 2014

TO: Planning and Zoning Board

VIA: Robin M. Bird, Director of Development Services *RB*

FROM: Karen Friedman, AICP, Planner *KBF*

RE: Text Amendments to Zoning Code and Chapter 115  
Consignment Shops, Thrift Shops, and Pawnbroking

Staff is recommending revisions to the Zoning Code regarding Consignment Shops and Thrift Shops. The revisions are directly impacted by a related revision to Ch 115, Miscellaneous Businesses. An explanation of the revisions is below.

### Background

The Zoning Code's definitions of Consignment Shop and Thrift Shop include very little distinction. However the Zoning Code standards regarding these uses are not the same, as the impacts of these two uses are distinctly different. Consignment Shops generally function as new merchandise retail stores and tend to focus on one or two specialty items. Thrift Shops, however, sell a variety of merchandise often quite below market value. Further Thrift Shops often have merchandise left onsite within or outside of a donation bin or an outdoor area. It is not uncommon for donated merchandise to be left outside a Thrift Shop for extended periods creating an unsightly appearance.

Therefore Consignment Shops are permitted in B-3. Whereas Thrift Shops are only permitted as a Special Exception in B-3 and in order to qualify for the Special Exception the Thrift Shop must be a minimum of 12,000 square feet of total gross floor area and operated by a single tenant.

In order to develop more distinct definitions, Staff researched state regulations of these uses and various Florida municipal regulations of these uses. Memo #14-548 (*copy attached*) presents the results of the research. Based on the research, Staff is recommending revisions to the definitions of Consignment Shop and Thrift Shop. Further, Staff concurrently recommends revisions to §115.17 (Secondhand Dealers; Secondary Metals Recyclers).

### Staff's Recommendation

Below is an explanation of Staff's recommendations:

- Revise definition of Consignment Shop to clarify that this use is solely for the sale of used clothing, shoes and/or accessories. Further, the definition should include that the operator of the shop only receives a percentage of the profit.
- Revise definition of Thrift Store to clarify that this use is for the sale of used clothing, shoes and/or accessories where the revenue received from selling same is retained by shop. Revise definition to further clarify that this use is for the sale of other personal and household items,

# MEMORANDUM

## Development Services

including furniture and mattresses regardless if the revenue received from selling same is retained by shop or is sold on consignment.

- Revise §115.17 to require applicants to submit copy of valid state license or proof of registration for both Secondhand Dealers and Pawnbrokers.

### Staff's Request

The proposed revisions to §115.17 (Secondhand Dealers; Secondary Metals Recyclers) are being presented to this Board as a courtesy. However, Staff is seeking a positive endorsement of the proposed revisions to §115.17.

Staff is requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

## CHAPTER 115: MISCELLANEOUS BUSINESSES

### § 115.17 SECONDHAND DEALERS; SECONDARY METALS RECYCLERS; PAWNBROKERS.

(A) The city hereby adopts the procedure set forth in F.S. Ch. 538 titled Secondhand Dealers and Secondary Metals Recyclers and in F.S. Ch 539 titled "Florida Pawnbroking Act" in its their entirety as hereby enacted or amended from time to time provided, however, that the following restrictions shall apply in the city to the secondhand dealers and secondary metals recyclers, and pawnbrokers as defined in the statute.

- (1) The term **SECONDHAND DEALER** is expanded to include any secondhand dealer as defined in state statute whether or not located in a fixed place of business.
- (2) In addition to record keeping requirements as mandated by state statute, a secondhand dealer or pawnbroker shall also deliver and conform their record keeping to their local law enforcement agency to include:
  - (a) The amount of money paid or loaned by the dealer or pawnbroker for the item.
  - (b) No entry made in the record shall be erased, obliterated or defaced.
- (3) A secondhand dealer, pawnbroker, or any employee thereof shall not have a secondhand store or pawnshop open or engage in or conduct business as a secondhand dealer or pawnbroker between the hours of 8:00 p.m. and 8:00 a.m.
- (4) An original right thumbprint of the seller shall be affixed to all forms indicating a transaction of secondhand goods as required by state statute to be delivered to the ~~City Police Department~~ City's Business Tax Receipt Division. The thumbprint can only be used to identify the person whose name appears on the record when probable cause exists that the secondhand goods are stolen.
- (5) A copy of a valid license from the Florida Department of Revenue or the Florida Department of Agriculture and Consumer Services, as applicable, shall be necessary before any Zoning Use Certificate and/or business tax receipt shall be approved for any secondhand dealer or pawnbroker.

# CHAPTER 155: ZONING CODE

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## Article 4: Use Standards

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### Part 2: Principal Uses and Structures

\*\*\*

#### 155.4222. COMMERCIAL: RETAIL SALES AND SERVICE USES - RETAIL SALES

\*\*\*

##### E. Consignment Shop

\*\*\*

###### 2. Definition

A consignment shop is a retail establishment ~~primarily engaged in, and strictly limited to, selling used household goods and merchandise (e.g., clothing, furniture, books, shoes, small appliances), where all such goods and merchandise are sold on consignment~~ This use does not include thrift shops or antique shops. used clothing, shoes and/or accessories for adults and/or children. The used clothing, shoes and/or accessories are sold by the operator of the consignment shop, acting as the agent for the owner of such goods, in return for a portion of the profits.

\*\*\*

##### M. Thrift Shop

\*\*\*

###### 2. Definition

A thrift shop is a retail establishment ~~primarily engaged in selling used personal and household goods and merchandise including, but not limited to, furniture, mattresses, books and media, small appliances, home-office equipment, and sports equipment, regardless if the items are sold on consignment or if the revenue received is retained solely by the thrift shop operator. (e.g., clothing, furniture, books, shoes, small appliances), where such goods and merchandise are not sold on consignment. This use does not include consignment shops or antique shops. This use also includes the sale of used clothing, shoes and/or accessories where the revenue received is retained solely by the thrift shop operator.~~

\*\*\*

## Article 9: Definitions and Interpretation

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### Part 5: Terms and Uses Defined

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##### Consignment Shop

A retail establishment ~~primarily engaged in, and strictly limited to, selling used household goods and merchandise (e.g., clothing, furniture, books, shoes, small appliances), where all such goods and merchandise are sold on consignment~~ This use does not include thrift shops or antique shops. used clothing, shoes and/or accessories for adults and/or children. The used clothing, shoes and/or accessories are sold by the operator of the consignment shop, acting as the agent for the owner of such goods, in return for a portion of the profits.

\*\*\*

##### Thrift Shop

A retail establishment ~~primarily engaged in selling used personal and household goods and merchandise including, but not limited to, furniture, mattresses, books and media, small appliances, home-office equipment, and sports equipment, regardless if the items are sold on consignment or if the revenue received is retained solely by the thrift shop operator. (e.g., clothing, furniture, books, shoes, small appliances), where such goods and merchandise are not sold on consignment. This use does not include consignment shops or antique shops. This use also includes the sale of used clothing, shoes and/or accessories where the revenue received is retained solely by the thrift shop operator.~~



# MEMORANDUM

## Development Services

**MEMORANDUM NO. 14-548**

**DATE:** November 25, 2014

**TO:** Robin M. Bird, Director of Development Services

**FROM:** Karen Friedman, AICP, Planner *KBF*

**SUBJECT:** Analysis and Recommendations  
Regulations of Consignment Stores and Thrift Stores

The Zoning Code's definitions of Consignment Store and Thrift Shop include very little distinction. This memo provides an overview and analysis of the city's existing regulations of these uses, the state regulations of these uses, and various Florida municipal regulations of these uses.

Based on the below overview and analysis, Staff recommends the following revisions:

- Revise definition of Consignment Shop to clarify that this use is solely for the sale of used clothing, shoes and/or accessories. Further, the definition should include that the operator of the shop only receives a percentage of the profit.
- Revise definition of Thrift Store to clarify that this use is for the sale of used clothing, shoes and/or accessories where the revenue received from selling same is retained by shop. Revise definition to further clarify that this use is for the sale of other personal and household items, including furniture and mattresses regardless if the revenue received from selling same is retained by shop or is sold on consignment.
- Revise §115.17 to require applicants to submit copy of valid state license or proof of registration for both Secondhand Dealers and Pawnbrokers.

### OVERVIEW AND ANALYSIS

#### *Pompano Beach Zoning Code Regulations*

By right, the Zoning Code permits the sale of used goods for the following uses:

Use	Definition	Permitted Districts
155.4222.A Antique Store	An establishment primarily engaged in selling antiques—i.e., a work of art, piece of furniture, decorative object, collectible object, or other item having special value because of its age, rarity, and/or association with a past era.	B-1, B-2, B-3, and B-4
155.4222.E Consignment Shop	A retail establishment primarily engaged in selling used household goods and merchandise (e.g., clothing, furniture, books, shoes, small appliances), where all such goods and merchandise are sold on consignment.	B-3 and B-4

155.4222.I Flea Market	A market held in an area that is not totally and permanently enclosed or that is located within a structure where individual sellers offer goods for sale to the public. Such sellers may set up temporary stalls or tables for the sale of their products. Such sales may involve new and/or used items and may include the sale of fruits, vegetables, and other edible items. The use does not include a farmers' market, where food items predominate, or a garage sale or yard sale that is conducted on a residentially developed lot by members of a household, or civic groups selling primarily donated items.	SE in B-4
155.4222.L Pawn Shop	A business that advances funds to a person on the security of pledged tangible personal property on condition that the pledged property is left in the possession of the pawnbroker until redeemed by the pledger within an established default time period, after which title in unredeemed property vests in the pawnbroker, who may then sell the property.	B-4
155.4222.M Thrift Shop	A retail establishment primarily engaged in selling used household goods and merchandise (e.g., clothing, furniture, books, shoes, small appliances), where such goods and merchandise are not sold on consignment.	SE in B-3 if minimum of 12,000 sq ft gfa and operated by a single tenant Permitted in B-4.

**ANALYSIS:**

The only distinction the zoning code makes between a consignment shop and a thrift store is that items are sold on consignment. However, the Zoning Code does not clarify how a business owner can demonstrate that they are, in fact, selling items on consignment.

***Pompano Beach Business Regulations***

In addition to the regulations in the Zoning Code, Chapter 115, Miscellaneous Business, includes the following regulations for Secondhand Dealers:

**§ 115.17 SECONDHAND DEALERS; SECONDARY METALS RECYCLERS.**

(A) The city hereby adopts the procedure set forth in F.S. Ch. 538 titled Secondhand Dealers and Secondary Metals Recyclers in its entirety as hereby enacted or amended from time to time provided, however, that the following restrictions shall apply in the city to the secondhand dealers and secondary metals recyclers as defined in the statute.

(1) The term **SECONDHAND DEALER** is expanded to include any secondhand dealer as defined in state statute whether or not located in a fixed place of business.

(2) In addition to record keeping requirements as mandated by state statute, a secondhand dealer shall also deliver and conform their record keeping to their local law enforcement agency to include:

(a) The amount of money paid or loaned by the dealer for the item.

(b) No entry made in the record shall be erased, obliterated or defaced.

(3) A secondhand dealer or any employee thereof shall not have a secondhand store open or engage in or conduct business as a secondhand dealer between the hours of 8:00 p.m. and 8:00 a.m.

(4) An original right thumbprint of the seller shall be affixed to all forms indicating a transaction of secondhand goods as required by state statute to be delivered to the City Police Department. The thumbprint can only be used to identify the person whose name appears on the record when probable cause exists that the secondhand goods are stolen.

**ANALYSIS:**

The regulations within §115.17 refer back to state statutes regarding secondhand dealers. They do not include any enforcement or revocation provisions. Further they do not require a dealer to provide proof they have received the required state license.

### **Florida State Statutes 538**

Florida Statutes Chapter 538 regulates Secondhand Dealers and Secondary Metals Recyclers. *A copy of Ch 538 is attached.* The following definitions are provided for in this Chapter:

- (c) "Consignment shop" means a shop engaging in the business of accepting for sale, on consignment, secondhand goods which, having once been used or transferred from the manufacturer to the dealer, are then received into the possession of a third party.
- (g) "Secondhand dealer" means any person, corporation, or other business organization or entity which is not a secondary metals recycler subject to part II and which is engaged in the business of purchasing, consigning, or trading secondhand goods.
- (h) "Secondhand goods" means personal property previously owned or used, which is not regulated metals property regulated under part II and which is purchased, consigned, or traded as used property. Such secondhand goods do not include office furniture, pianos, books, clothing, organs, coins, motor vehicles, costume jewelry, cardio and strength training or conditioning equipment designed primarily for indoor use, and secondhand sports equipment that is not permanently labeled with a serial number. For purposes of this paragraph, "secondhand sports equipment" does not include golf clubs.

However Ch 538 does not regulate all sales of secondhand goods. Specifically excluded from the regulations included in Ch 538 are the following (see attachment for fullest of exclusions):

- Any secondhand goods transaction involving an organization or entity registered with the state as a nonprofit, religious, or charitable organization or any school-sponsored association or organization other than a secondary metals recycler subject to the provisions of part II.
- Any person accepting a secondhand good as a trade-in for a similar item of greater value.
- Any business that is registered with the Department of Revenue for sales tax purposes as an antique dealer (additional standards apply).
- A business that contracts with other persons or entities to offer its secondhand goods for sale, purchase, consignment, or trade via an Internet website (additional standards apply)
- Any person offering his or her own personal property for sale, purchase, consignment, or trade via an Internet website, or a person or entity offering the personal property of others for sale, purchase, consignment, or trade via an Internet website, when that person or entity does not have, and is not required to have, a local occupational or business license for this purpose.
- A business whose primary business is the sale, rental, or trade of motion picture videos or video games (additional standards apply)
- A motor vehicle dealer as defined in s. 320.27.

Per Section 538.09(1), Secondhand Dealers are required to register with the Department of Revenue prior to engaging in business at any location. In order to register, the applicant must undergo a background investigation and must submit finger prints. The registration must be renewed annually. *A copy of the registration application is attached.* According to Department of Revenue's website, Broward County has the 2<sup>nd</sup> most registered Secondhand Dealers in the state (441). Miami-Dade County has 443 and Palm Beach County has 424 registered dealers. *The full list of number of dealers by county is attached.*

Finally, Section 538.17 specifically allows local municipalities to enact more restrictive regulations.

Pawnbrokers are separately regulated under Florida States Ch. 539.001, also known as the Florida Pawnbroking Act. As with Secondhand Dealers, Pawnbrokers are also required to obtain an annual license prior to establishing their business. The Pawnbroker license is granted by the Department of Agriculture and Consumer Services. *A copy of the Pawnshop registration application is attached.*

**ANALYSIS:**

State regulations of Secondhand Dealers specifically exclude registered nonprofits as well as stores selling office furniture, pianos, books, clothing, organs, coins, motor vehicles, costume jewelry, cardio and strength training or conditioning equipment designed primarily for indoor use, and secondhand sports equipment that is not permanently labeled with a serial number. However dealers that sell home furniture, including mattresses, would be required to comply with state regulations. Further, while Ch. 538 does provide a separate definition for Consignment Shop, the registration form does not require an applicant to indicate if they are a Consignment Shop. Regardless, Staff strongly recommends the City's § 115.17 be revised to require both secondhand dealers and pawnshop operators to provide proof of state license or registration prior to issuance of a Business Tax Receipt.

***Municipal Definitions of Consignment Stores and Thrift Shops***

Staff researched many cities' code of ordinances for regulations of Consignment Stores and Thrift Stores. As previously mentioned, the only difference between Pompano Beach's definition for Consignment Shop and Thrift Store is that goods are sold on consignment. The following table compares definitions used by other Florida municipalities:



# MEMORANDUM

## Development Services

City	Definition of Consignment Shop	Definition of Thrift Shop
Pompano Beach	<b>Consignment Shop.</b> A retail establishment primarily engaged in selling used household goods and merchandise (e.g., clothing, furniture, books, shoes, small appliances), where all such goods and merchandise are sold on consignment.	<b>Thrift Store.</b> A retail establishment primarily engaged in selling used household goods and merchandise (e.g., clothing, furniture, books, shoes, small appliances), where such goods and merchandise are not sold on consignment.
Dania Beach	<b>Consignment store or shop.</b> A business establishment in which secondhand merchandise is offered for sale; such merchandise is placed for sale with the business establishment by the owner of the item of merchandise and upon sale of the item the purchase price is divided between the business establishment owner and the owner of the item.	<b>Charity or thrift shop.</b> A shop in which the items sold (or given away to the needy) have been obtained through donations or gifts and where the donor receives no value upon the sale (or gift) of such merchandise to a thrift shop customer, and where the use is designed to sell donated merchandise at a price below reasonable market value, or where the revenue received from selling same is retained by a charitable or not-for-profit organization or institution.
Hallandale Beach	<b>Consignment shop</b> means an establishment wherein goods such as clothing, shoes and/or accessories for adults and/or children are sold by the operator of the shop, acting as the agent for the owner of such goods, in return for a percentage of the profits, or other consideration. Such goods may be comprised of used goods and/or new goods. As used within this definition, "used goods" shall be limited to wearing apparel and accessories to such apparel, which are clean and not stained, abraded or worn out in any area, and which (but for the sole fact that the item was previously owned) are generally merchantable as first quality merchandise.	None.
Hollywood	<b>Consignment Store or Shop.</b> A business establishment in which secondhand merchandise is offered for sale; such merchandise is placed for sale with the business establishment by the owner of the item of merchandise and upon sale of the item the purchase price is divided between the business establishment owner and the owner of the item.	<b>Thrift Shop.</b> A shop in which the items sold (or given away to the needy) have been obtained through donations or gifts and where the donor receives no value upon the sale (or gift) of such merchandise to a thrift shop customer, and where the use is designed to sell donated merchandise at a price below reasonable market value, or where the revenue received from selling same is retained by a charitable or not-for-profit organization or institution.
North Miami	<b>Consignment shop</b> means an establishment wherein goods limited to clothing, shoes and/or accessories for adults and/or children are sold by the operator of the shop, acting as the agent for the owner of such goods, in return for a percentage of the profits, or other consideration. Such goods	<b>Thrift store or resale shop</b> means an establishment wherein secondhand articles are sold, such as clothing, shoes, accessories, furniture and other assorted items, the value of which is only a fraction of the original cost, for which price guides are not available, and which normally have no

	may be comprised of a combination of used goods and new goods, or of used goods only.	collectible or antique value. This term shall not apply to businesses which sell primarily new goods, and which may occasionally sell secondhand articles as a result of trade-ins, or unclaimed merchandise.
Parkland	<b>Consignment store</b> means stores which sell non-donated items such as art work, used musical instruments, antiques, or a particular class of items that could be fairly characterized as vintage due to their association with a particular time in history or period of production or other luxury items whether new or used; provided that a pawn shop as defined in F.S. § 539.001 shall not be considered a consignment store.	None
Plantation	<b>Resale boutique.</b> A business engaged in the purchasing, selling, and consigning of qualified, previously owned or used merchandise which is not "second-hand goods" as defined in section 538.03, Florida Statutes (1991), as same may be amended, and which principally deals with buying and selling only one specific type or category of tangible personal property which is not identified as an item of extra value within the definition of "second-hand dealer" in section 14-91 of this Code, as amended, or which is subject to state certificate of title laws where the item is registered and a certificate of title is issued to identify ownership. A resale boutique shall not be defined to include the business of a "secondary dealer" as defined in section 4-91 of this Code of Ordinances, as same may be amended, or a "second-hand dealer" as defined in section 538.03, Florida Statutes (1991), as amended. As used within this definition, "qualified, previously owned or used merchandise" shall be limited to wearing apparel and accessories thereto, which are clean and not stained, abraded, torn, or worn out in any area, and which (but for the sole fact that the item was previously owned) are generally merchantable as "first quality" merchandise. Whenever in this chapter a use is defined sufficiently broad arguably to include the sale of previously owned items, such as "wearing apparel stores," but where the usual and customary connotation of such use would be for the sale of new and unused merchandise, then such use shall not be deemed to include the sale or consignment of previously owned or used merchandise.	<b>Thrift shop.</b> A shop wherein the items sold (or given away to the needy) have been obtained through donations or gifts and where the donor receives no value upon the sale (or gift) of such merchandise to a thrift shop customer, where the use is designed to sell donated merchandise at a price below reasonable market value, and where the revenue received from selling same is retained by a charitable, not-for-profit, or religious organization or institution. The term "resale boutique," as used in this chapter, shall not be deemed to include "thrift shops."
Boynton Beach	<b>MERCHANDISE, USED (OTHER)</b> - An establishment primarily engaged in the sale of used merchandise, such as a clothing or book store. "Merchandise used (other)" may also include any of the following types of establishments: (1) secondhand sales of personal items resold through a broker (consignment); (2) loaning money on the security of pledges of personal property (pawnshop); or (3) merchandise principally donated (thrift store). This classification does not include the sale of secondhand motor vehicles or parts.	



# MEMORANDUM

## Development Services

**ANALYSIS:**

- Neither Parkland nor Hallandale Beach defines "Thrift Store".
- Boynton Beach groups thrift stores and consignment stores together into one term, "Other Used Merchandise".
- Dania Beach and Hollywood use the same definition for Consignment Shop. The definition includes the following components: the items sold are secondhand; and that the purchase price is divided between the business establishment owner and the owner of the item.
- Hallandale Beach and North Miami use the same definition for Consignment Shop. The definition includes the following components: the goods sold include clothing, shoes and/or accessories; and the operator of the shop receives a percentage of the profit.
- Plantation has a use called "Resale Boutique". Though a bit convoluted, the intent of this use is for the resale of wearing apparel and accessories thereto. Therefore it is similar to the definition used by Hallandale Beach et al.
- Dania Beach, Hollywood and Plantation use a similar definition for Thrift Store. The definition includes the following components: the items sold have been obtained through donations; the donor receives no value from the sale; the goods are sold below the market value; and the revenue is retained by a nonprofit.
- North Miami's definition of Thrift Store includes the sale of used items including clothing, shoes, accessories, furniture and other assorted items. Unlike the definition used by Dania Beach et al..., this definition does not require the goods to have been donated or the store to be operated by a nonprofit.

**Additional Municipal Regulations of Consignment Stores and Thrift Shops**

While many cities throughout Florida require secondhand dealers to provide proof of a valid state registration in order to obtain a Business Tax Receipt, only a handful have specific use standards for wither consignment shops or thrift stores. Below is a list of three cities that require mandatory distance separation.

City	Separation Required
Dania Beach	Thrift Store – 2,500 feet from similar use from property line to property line.
Boynton Beach	Other Used Merchandise – 2,400 feet from another similar use.
North Miami	Consignment Shops – 600 feet between similar use.

The City of Boca Raton also requires Consignment Shops to furnish proof that they have a \$10,000 surety bond. *A copy of Boca Raton's regulations is attached.*

**ANALYSIS:**

Besides requiring proof of state license, there are consistent standards used in Florida.

**STAFF RECOMMENDATIONS**

Based on the analysis contained in this memo staff is recommending the following:

- Revise definition of Consignment Shop to clarify that this use is solely for the sale of used clothing, shoes and/or accessories. Further, the definition should include that the operator of the shop only receives a percentage of the profit. This is consistent with Hallandale Beach, North Miami and Plantation.

- Revise definition of Thrift Store to clarify that this use is for the sale of used clothing, shoes and/or accessories where the revenue received from selling same is retained by shop. Revise definition to further clarify that this use is for the sale of other personal and household items, including furniture and mattresses regardless if the revenue received from selling same is retained by shop or is sold on consignment.
- Revise §115.17 to require applicants to submit copy of valid state license or proof of registration for both Secondhand Dealers and Pawnbrokers.

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## The 2014 Florida Statutes

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Title XXXIII  
REGULATION OF TRADE, COMMERCE,  
INVESTMENTS, AND SOLICITATIONS

Chapter 538  
SECONDHAND DEALERS AND  
SECONDARY METALS RECYCLERS

View Entire  
Chapter

**CHAPTER 538**  
**SECONDHAND DEALERS AND SECONDARY METALS RECYCLERS**

**PART I**  
**SECONDHAND DEALERS**  
(ss. 538.03-538.17)

**PART II**  
**SECONDARY METALS RECYCLERS**  
(ss. 538.18-538.28)

**PART III**  
**MAIL-IN SECONDHAND PRECIOUS METALS DEALERS**  
(ss. 538.31-538.37)

**PART I**  
**SECONDHAND DEALERS**

- 538.03 Definitions; applicability.
- 538.04 Recordkeeping requirements; penalties.
- 538.05 Inspection of records and premises of secondhand dealers.
- 538.06 Holding period.
- 538.07 Penalty for violation of chapter.
- 538.08 Stolen goods; petition for return.
- 538.09 Registration.
- 538.11 Powers and duties of department; rules.
- 538.15 Certain acts and practices prohibited.
- 538.17 Local regulation of secondhand dealers.

**538.03 Definitions; applicability.—**

- (1) As used in this part, the term:
  - (a) "Acquire" means to obtain by purchase, consignment, or trade.
  - (b) "Appropriate law enforcement official" means the sheriff of the county in which a secondhand dealer is located or, if the secondhand dealer is located within a municipality, both the police chief of the municipality and the sheriff; however, the sheriff or police chief may designate as the appropriate law enforcement official for that county or municipality, as applicable, any law enforcement officer

working within that respective county or municipality. This paragraph does not limit the authority or duties of the sheriff.

(c) "Consignment shop" means a shop engaging in the business of accepting for sale, on consignment, secondhand goods which, having once been used or transferred from the manufacturer to the dealer, are then received into the possession of a third party.

(d) "Department" means the Department of Revenue.

(e) "Precious metals" means any item containing any gold, silver, or platinum, or any combination thereof, excluding any chemical or any automotive, photographic, electrical, medical, or dental materials or electronic parts.

(f) "Precious metals dealer" means a secondhand dealer who normally or regularly engages in the business of buying used precious metals for resale. The term does not include those persons involved in the bulk sale of precious metals from one secondhand or precious metals dealer to another.

(g) "Secondhand dealer" means any person, corporation, or other business organization or entity which is not a secondary metals recycler subject to part II and which is engaged in the business of purchasing, consigning, or trading secondhand goods.

(h) "Secondhand goods" means personal property previously owned or used, which is not regulated metals property regulated under part II and which is purchased, consigned, or traded as used property. Such secondhand goods do not include office furniture, pianos, books, clothing, organs, coins, motor vehicles, costume jewelry, cardio and strength training or conditioning equipment designed primarily for indoor use, and secondhand sports equipment that is not permanently labeled with a serial number. For purposes of this paragraph, "secondhand sports equipment" does not include golf clubs.

(i) "Secondhand store" means the place or premises at which a secondhand dealer is registered to conduct business as a secondhand dealer or conducts business.

(j) "Transaction" means any purchase, consignment, or trade of secondhand goods by a secondhand dealer.

(2) This chapter does not apply to:

(a) Any secondhand goods transaction involving an organization or entity registered with the state as a nonprofit, religious, or charitable organization or any school-sponsored association or organization other than a secondary metals recycler subject to the provisions of part II.

(b) A law enforcement officer acting in an official capacity.

(c) A trustee in bankruptcy, executor, administrator, or receiver who has presented proof of such status to the secondhand dealer.

(d) Any public official acting under judicial process or authority who has presented proof of such status to the secondhand dealer.

(e) A sale on the execution, or by virtue of any process issued by a court, if proof thereof has been presented to the secondhand dealer.

(f) Any garage sale operator who holds garage sales less than 10 weekends per year.

(g) Any person at antique, coin, or collectible shows or sales.

(h) Any person who sells household personal property as an agent for the property owner or their representative pursuant to a written agreement at that person's residence.

(i) The purchase, consignment, or trade of secondhand goods from one secondhand dealer to another secondhand dealer when the selling secondhand dealer has complied with the requirements of this chapter.

(j) Any person accepting a secondhand good as a trade-in for a similar item of greater value.

(k) Any auction business as defined in s. 468.382 operating as an auction business in the buying and selling of estates, business inventory, surplus merchandise, or business liquidations.

(l) Any business that is registered with the Department of Revenue for sales tax purposes as an antique dealer pursuant to chapter 212 and that purchases secondhand goods from the property owner or her or his representative at the property owner's residence pursuant to a written agreement that states the name, address, and telephone number of the property owner and the type of property purchased.

(m) A business that contracts with other persons or entities to offer its secondhand goods for sale, purchase, consignment, or trade via an Internet website, and that maintains a shop, store, or other business premises for this purpose, if all of the following apply:

1. The secondhand goods must be available on the website for viewing by the public at no charge;
2. The records of the sale, purchase, consignment, or trade must be maintained for at least 2 years;
3. The records of the sale, purchase, consignment, or trade, and the description of the secondhand goods as listed on the website, must contain the serial number of each item, if any;
4. The secondhand goods listed on the website must be searchable based upon the state or zip code;
5. The business must provide the appropriate law enforcement official with the name or names under which it conducts business on the website;
6. The business must allow the appropriate law enforcement official to inspect its business premises at any time during normal business hours;

7. Any payment by the business resulting from such a sale, purchase, consignment, or trade must be made to the person or entity with whom the business contracted to offer the goods and must be made by check or via a money services business licensed under part II of chapter 560; and

8.a. At least 48 hours after the estimated time of contracting to offer the secondhand goods, the business must verify that any item having a serial number is not stolen property by entering the serial number of the item into the Department of Law Enforcement's stolen article database located at the Florida Crime Information Center's public access system website. The business shall record the date and time of such verification on the contract covering the goods. If such verification reveals that an item is stolen property, the business shall immediately remove the item from any website on which it is being offered and notify the appropriate law enforcement official; or

b. The business must provide the appropriate law enforcement official with an electronic copy of the name, address, phone number, driver license number, and issuing state of the person with whom the business contracted to offer the goods, as well as an accurate description of the goods, including make, model, serial number, and any other unique identifying marks, numbers, names, or letters that may be on an item, in a format agreed upon by the business and the appropriate law enforcement official. This information must be provided to the appropriate law enforcement official within 24 hours after entering into the contract unless other arrangements are made between the business and the law enforcement official.

(n) Any person offering his or her own personal property for sale, purchase, consignment, or trade via an Internet website, or a person or entity offering the personal property of others for sale, purchase, consignment, or trade via an Internet website, when that person or entity does not have, and is not required to have, a local occupational or business license for this purpose.

(o) A business whose primary business is the sale, rental, or trade of motion picture videos or video games, if the business:

1. Requires the sellers of secondhand goods to have a current account with the business;

2. Has on file in a readily accessible format the name, current residential address, home and work telephone numbers, government-issued identification number, place of employment, date of birth, gender, and right thumbprint of each seller of secondhand goods;
3. Purchases secondhand goods from the property owner or his or her representative at the place of business pursuant to an agreement in writing and signed by the property owner which describes the property purchased, states the date and time of the purchase, and states that the seller is the lawful owner of the property;
4. Retains such purchase agreements for not less than 1 year; and
5. Pays for the purchased property in the form of a store credit that is issued to the seller and is redeemable solely by the seller or another authorized user of the seller's account with that business.

(p) A motor vehicle dealer as defined in s. 320.27.

(3) This part does not apply to secondary metals recyclers regulated under part II, except for s. 538.11, which applies to both secondhand dealers and secondary metals recyclers.

**History.**—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 1, ch. 90-318; s. 4, ch. 91-429; s. 202, ch. 92-303; s. 1, ch. 93-97; s. 1, ch. 95-287; s. 745, ch. 97-103; s. 1, ch. 98-30; ss. 17, 21, ch. 2000-138; s. 1, ch. 2006-201; s. 51, ch. 2008-177; s. 1, ch. 2009-158; s. 1, ch. 2009-162; s. 1, ch. 2012-179.

#### **538.04 Recordkeeping requirements; penalties.—**

(1) A secondhand dealer shall complete a secondhand dealers transaction form at the time of the actual transaction. A secondhand dealer shall maintain a copy of a completed transaction form on the registered premises for at least 1 year after the date of the transaction. However, the secondhand dealer shall maintain a copy of the transaction form for not less than 3 years. Unless other arrangements are agreed upon by the secondhand dealer and the appropriate law enforcement official, the secondhand dealer shall, within 24 hours after acquiring any secondhand goods, deliver to such official a record of the transaction on a form approved by the Department of Law Enforcement. Such record shall contain:

(a) The time, date, and place of the transaction.

(b) A complete and accurate description of the goods acquired, including the following information, if applicable:

1. Brand name.
2. Model number.
3. Manufacturer's serial number.
4. Size.
5. Color, as apparent to the untrained eye.
6. Precious metal type, weight, and content if known.
7. Gemstone description, including the number of stones, if applicable.
8. In the case of firearms, the type of action, caliber or gauge, number of barrels, barrel length, and finish.
9. Any other unique identifying marks, numbers, or letters.

(c) A description of the person from whom the goods were acquired, including:

1. Full name, current residential address, workplace, and home and work phone numbers.
2. Height, weight, date of birth, race, gender, hair color, eye color, and any other identifying marks.

3. The right thumbprint, free of smudges and smears, of the person from whom the goods were acquired.

(d) Any other information required by the form approved by the Department of Law Enforcement.

(2) The secondhand dealer shall require verification of the identification by the exhibition of a government-issued photographic identification card such as a driver license or military identification card. The record shall contain the type of identification exhibited, the issuing agency, and the number thereon.

(3) The seller shall sign a statement verifying that the seller is the rightful owner of the goods or is entitled to sell, consign, or trade the goods.

(4) Any person who knowingly gives false verification of ownership or who gives a false or altered identification, and who receives money from a secondhand dealer for goods sold, consigned, or traded commits:

(a) If the value of the money received is less than \$300, a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) If the value of the money received is \$300 or more, a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(5) Secondhand dealers are exempt from the provisions of this section for all transactions involving secondhand sports equipment except secondhand sports equipment that is permanently labeled with a serial number.

(6) If the appropriate law enforcement official supplies a secondhand dealer with appropriate software and the secondhand dealer has computer capability, the secondhand dealer must electronically transmit secondhand dealer transactions required by this section to such official. If a secondhand dealer does not have computer capability, the appropriate law enforcement official may provide the secondhand dealer with a computer and all equipment necessary to electronically transmit secondhand dealer transactions. The appropriate law enforcement official shall retain ownership of the computer, unless otherwise agreed upon, and the secondhand dealer shall maintain the computer in good working order, except for ordinary wear. A secondhand dealer who transmits secondhand dealer transactions electronically is not required to also deliver the original or paper copies of the secondhand transaction forms to the appropriate law enforcement official. However, such official may, for purposes of a criminal investigation, request the secondhand dealer to deliver the original transaction form that was electronically transmitted. The secondhand dealer shall deliver the form to the appropriate law enforcement official within 24 hours after receipt of the request.

(7) If the original transaction form is lost or destroyed by the appropriate law enforcement official, a copy may be used by the secondhand dealer as evidence in court. When an electronic image of a customer's identification is accepted for a transaction, the secondhand dealer must maintain the electronic image in order to meet the recordkeeping requirements applicable to the original transaction form. If a criminal investigation occurs, the secondhand dealer shall, upon request, provide a clear and legible copy of the image to the appropriate law enforcement official.

History.—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 2, ch. 90-318; s. 4, ch. 91-429; s. 2, ch. 98-30; s. 2, ch. 2006-201; s. 2, ch. 2012-179.

#### **538.05 Inspection of records and premises of secondhand dealers.—**

(1) The entire registered premises and required records of each secondhand dealer are subject to inspection during regular business hours by any law enforcement officer having jurisdiction.

(2) The inspection authorized by subsection (1) shall consist of an examination on the registered premises of the inventory and required records to determine whether the records and inventory are being maintained on the registered premises as required by s. 538.04 and whether the holding period required by s. 538.06 is being complied with.

History.—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 3, ch. 90-318; s. 4, ch. 91-429; s. 2, ch. 93-97; s. 3, ch. 2006-201.

**538.06 Holding period.—**

(1) A secondhand dealer shall not sell, barter, exchange, alter, adulterate, use, or in any way dispose of any secondhand goods within 15 calendar days of the date of acquisition of the goods. Such holding periods are not applicable when the person known by the secondhand dealer to be the person from whom the goods were acquired desires to redeem, repurchase, or recover the goods, provided the dealer can produce the record of the original transaction with verification that the customer is the person from whom the goods were originally acquired.

(2) A secondhand dealer must maintain actual physical possession of all secondhand goods throughout a transaction. It is unlawful for a secondhand dealer to accept title or any other form of security in secondhand goods in lieu of actual physical possession. A secondhand dealer who accepts title or any other form of security in secondhand goods in lieu of actual physical possession commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(3) Upon probable cause that goods held by a secondhand dealer are stolen, a law enforcement officer with jurisdiction may place a 90-day written hold order on the goods. However, the hold may be extended beyond 90 days by a court of competent jurisdiction upon a finding of probable cause that the property is stolen and further holding is necessary for the purposes of trial or to safeguard such property. The dealer shall assume all responsibility, civil or criminal, relative to the property or evidence in question, including responsibility for the actions of any employee with respect thereto.

(4) While a hold order is in effect, the secondhand dealer must, upon request, release the property subject to the hold order to the custody of a law enforcement officer with jurisdiction for use in a criminal investigation. The release of the property to the custody of the law enforcement officer is not considered a waiver or release of the secondhand dealer's rights or interest in the property. Upon completion of the criminal proceeding, the property must be returned to the secondhand dealer unless the court orders other disposition. When such other disposition is ordered, the court shall additionally order the person from whom the secondhand dealer acquired the property to pay restitution to the secondhand dealer in the amount that the secondhand dealer paid for the property together with reasonable attorney's fees and costs.

(5) All dealers in secondhand property regulated by this chapter shall maintain transaction records for 3 years.

*History.—*s. 2, ch. 89-533; s. 1, ch. 90-192; s. 4, ch. 90-318; s. 4, ch. 91-429; s. 3, ch. 93-97; s. 2, ch. 95-287; s. 21, ch. 2000-138; s. 4, ch. 2006-201.

**538.07 Penalty for violation of chapter.—**

(1) Except where otherwise provided herein, a person who knowingly violates any provision of this chapter commits a misdemeanor of the first degree, punishable as provided in s. 775.082 and by a fine not to exceed \$10,000.

(2) When the lawful owner recovers stolen property from a secondhand dealer and the person who sold or pledged the stolen property to the secondhand dealer is convicted of theft, a violation of this section, or dealing in stolen property, the court shall order the defendant to make restitution to the secondhand dealer or the lawful owner, as applicable, pursuant to s. 775.089.

*History.—*s. 2, ch. 89-533; s. 1, ch. 90-192; s. 4, ch. 91-429; s. 3, ch. 93-37; s. 5, ch. 2006-201.

**538.08 Stolen goods; petition for return.—**

(1) If the secondhand dealer contests the identification or ownership of the property, the person alleging ownership of the property may, provided that a timely report of the theft of the goods was

made to the proper authorities, bring an action for replevin in the county or circuit court by petition in substantially the following form:

Plaintiff A. B. sues defendant C. D., and alleges:

1. This is an action to recover possession of personal property in County, Florida.
2. The description of the property is: (list property). To the best of plaintiff's knowledge, information, and belief, the value of the property is \$ .
3. Plaintiff is entitled to the possession of the property under a security agreement dated , (year), a copy of which is attached.
4. To plaintiff's best knowledge, information, and belief, the property is located at .
5. The property is wrongfully detained by defendant. Defendant came into possession of the property by (describe method of possession). To plaintiff's best knowledge, information, and belief, defendant detains the property because (give reasons).
6. The property has not been taken under an execution or attachment against plaintiff's property.

(2) The filing fees shall be waived by the clerk of the court, and the service fees shall be waived by the sheriff. The court shall award the prevailing party attorney's fees and costs. In addition, when the filing party prevails in the replevin action, the court shall order payment of filing fees to the clerk and service fees to the sheriff.

(3) Upon the filing of the petition, the court shall set a hearing to be held at the earliest possible time. Upon the receipt of a petition for a writ by a secondhand dealer, the dealer shall hold the property at issue until the court determines the respective interests of the parties.

(4) In addition to the civil petition for return remedy, the state may file a motion as part of a pending criminal case related to the property. The criminal court has jurisdiction to determine ownership, to order return or other disposition of the property, and to order any appropriate restitution to any person. Such order shall be entered upon hearing after proper notice has been given to the secondhand dealer, the victim, and the defendant in the criminal case.

History.—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 4, ch. 91-429; s. 4, ch. 93-97; s. 24, ch. 99-6.

#### **538.09 Registration.—**

(1) A secondhand dealer shall not engage in the business of purchasing, consigning, or trading secondhand goods from any location without registering with the Department of Revenue. A fee equal to the federal and state costs for processing required fingerprints must be submitted to the department with each application for registration. One application is required for each dealer. If a secondhand dealer is the owner of more than one secondhand store location, the application must list each location, and the department shall issue a duplicate registration for each location. For purposes of subsections (4) and (5) of this section, these duplicate registrations shall be deemed individual registrations. A dealer shall pay a fee of \$6 per location at the time of registration and an annual renewal fee of \$6 per location on October 1 of each year. All fees collected, less costs of administration, shall be transferred into the Operating Trust Fund. The Department of Revenue shall forward the full set of fingerprints to the Department of Law Enforcement for state and federal processing, provided the federal service is available, to be processed for any criminal justice information as defined in s. 943.045. The cost of processing such fingerprints shall be payable to the Department of Law Enforcement by the Department of Revenue. The department may issue a temporary registration to each location pending completion of the background check by state and federal law enforcement agencies, but shall revoke such temporary

registration if the completed background check reveals a prohibited criminal background. An applicant for a secondhand dealer registration must be a natural person who has reached the age of 18 years.

(a) If the applicant is a partnership, all the partners must apply.

(b) If the applicant is a joint venture, association, or other noncorporate entity, all members of such joint venture, association, or other noncorporate entity must make application for registration as natural persons.

(c) If the applicant is a corporation, the registration must include the name and address of such corporation's registered agent for service of process in the state and a certified copy of statement from the Secretary of State that the corporation is duly organized in the state or, if the corporation is organized in a state other than Florida, a certified copy of statement from the Secretary of State that the corporation is duly qualified to do business in this state. If the dealer has more than one location, the application must list each location owned by the same legal entity and the department shall issue a duplicate registration for each location.

(2) The secondhand dealer shall furnish with her or his registration a complete set of her or his fingerprints, certified by an authorized law enforcement officer, and a recent fullface photographic identification card of herself or himself. The Department of Law Enforcement shall report its findings to the Department of Revenue within 30 days after the date the fingerprints are submitted for criminal justice information.

(3) The secondhand dealer's registration shall be conspicuously displayed at her or his registered location. A secondhand dealer must hold secondhand goods at the registered location until 15 days after the secondhand transaction or until any extension of the holding period has expired, whichever is later.

(4) The department may impose a civil fine of up to \$10,000 for each violation of this section, which fine shall be transferred into the General Revenue Fund. If the fine is not paid within 60 days, the department may bring a civil action under s. 120.69 to recover the fine.

(5) In addition to the fine provided in subsection (4), registration under this section may be denied or any registration granted may be revoked, restricted, or suspended by the department if the department determines that the applicant or registrant:

(a) Has violated any provision of this chapter or any rule or order made pursuant to this chapter;

(b) Has made a material false statement in the application for registration;

(c) Has been guilty of a fraudulent act in connection with any purchase or sale or has been or is engaged in or is about to engage in any practice, purchase, or sale which is fraudulent or in violation of the law;

(d) Has made a misrepresentation or false statement to, or concealed any essential or material fact from, any person in making any purchase or sale;

(e) Is making purchases or sales through any business associate not registered in compliance with the provisions of this chapter;

(f) Has, within the preceding 10-year period for new registrants who apply for registration on or after October 1, 2006, been convicted of, or has entered a plea of guilty or nolo contendere to, or had adjudication withheld for, a crime against the laws of this state or any other state or of the United States which relates to registration as a secondhand dealer or which involves theft, larceny, dealing in stolen property, receiving stolen property, burglary, embezzlement, obtaining property by false pretenses, possession of altered property, any felony drug offense, any violation of s. 812.015, or any fraudulent dealing;

(g) Has had a final judgment entered against her or him in a civil action upon grounds of fraud, embezzlement, misrepresentation, or deceit; or

- (h) Has failed to pay any sales tax owed to the Department of Revenue.

In the event the department determines to deny an application or revoke a registration, it shall enter a final order with its findings on the register of secondhand dealers and their business associates, if any; and denial, suspension, or revocation of the registration of a secondhand dealer shall also deny, suspend, or revoke the registration of such secondhand dealer's business associates.

(6) Upon the request of a law enforcement official, the Department of Revenue shall release to the official the name and address of any secondhand dealer registered to do business within the official's jurisdiction.

**History.**—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 5, ch. 90-318; s. 4, ch. 91-429; s. 3, ch. 92-79; s. 16, ch. 94-353; s. 746, ch. 97-103; s. 6, ch. 2006-201; s. 4, ch. 2007-14; s. 71, ch. 2012-5; s. 49, ch. 2013-116.

**538.11 Powers and duties of department; rules.**—The same duties and privileges imposed by chapter 212 upon dealers of tangible personal property respecting the keeping of books and records and accounts and compliance with rules of the department shall apply to and be binding upon all persons who are subject to the provisions of this chapter. The department shall administer, collect, and enforce the registration authorized under this chapter pursuant to the same procedures used in the administration, collection, and enforcement of the general state sales tax imposed under chapter 212, except as provided in this section. The provisions of chapter 212 regarding the keeping of records and books shall apply. The department is authorized to employ persons and incur other expenses for which funds are appropriated by the Legislature. The department is empowered to adopt such rules, and shall prescribe and publish such forms, as may be necessary to effectuate the purposes of this chapter. The Legislature hereby finds that the failure to promptly implement the provisions of this chapter would present an immediate threat to the welfare of the state. Therefore, the executive director of the department is hereby authorized to adopt emergency rules pursuant to s. 120.54(4), for purposes of implementing this chapter. Notwithstanding any other provision of law, such emergency rules shall remain effective for 6 months from the date of adoption. Other rules of the department related to and in furtherance of the orderly implementation of the chapter shall not be subject to a rule challenge under s. 120.56(2) or a drawout proceeding under s. 120.54(3)(c)2. but, once adopted, shall be subject to an invalidity challenge under s. 120.56(3). Such rules shall be adopted by the Governor and Cabinet and shall become effective upon filing with the Department of State, notwithstanding the provisions of s. 120.54(3)(e)6.

**History.**—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 4, ch. 91-429; s. 247, ch. 96-410; s. 35, ch. 97-99; s. 25, ch. 2001-63.

**538.15 Certain acts and practices prohibited.**—It is unlawful for a secondhand dealer or any employee thereof to do or allow any of the following acts:

(1) Knowingly make a transaction with:

- (a) Any person who is under the influence of drugs or alcohol when such condition is visible or apparent;
- (b) Any person under the age of 18 years; or
- (c) Any person using a name other than her or his own name or the registered name of her or his business.

(2) Have a secondhand store open or engage in or conduct business as a secondhand dealer between the hours of 10 p.m. and 8 a.m. A secondhand dealer shall not conduct any transaction at a drive-through window or similar device.

(3) Fail to pay any sales tax owed to the Department of Revenue or fail to have a sales tax registration number.

History.—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 4, ch. 91-429; s. 3, ch. 95-287; s. 747, ch. 97-103; s. 21, ch. 2000-138.

**538.17 Local regulation of secondhand dealers.**—Nothing in this chapter shall preclude political subdivisions of the state and municipalities from enacting laws more restrictive than the provisions of this chapter.

History.—s. 2, ch. 89-533; s. 1, ch. 90-192; s. 4, ch. 91-429.

## PART II SECONDARY METALS RECYCLERS

538.18 Definitions.

538.19 Records required; limitation of liability.

538.20 Inspection of regulated metals property and records.

538.21 Hold notice.

538.22 Exemptions.

538.23 Violations and penalties.

538.235 Method of payment.

538.24 Stolen regulated metals property; petition for return.

538.25 Registration.

538.26 Certain acts and practices prohibited.

538.28 Local government regulation.

**538.18 Definitions.**—As used in this part, the term:

(1) “Appropriate law enforcement official” means the sheriff of the county in which a secondary metals recycler is located or, if the secondary metals recycler is located within a municipality, the police chief of the municipality in which the secondary metals recycler is located; however, the sheriff or police chief may designate as the appropriate law enforcement official for the county or municipality, as applicable, any law enforcement officer working within that respective county or municipality. This subsection does not limit the authority or duties of the sheriff.

(2) “Department” means the Department of Revenue.

(3) “Ferrous metals” means any metals containing significant quantities of iron or steel.

(4) “Fixed location” means any site occupied by a secondary metals recycler as owner of the site or as lessee of the site under a lease or other rental agreement providing for occupation of the site by the secondary metals recycler for a total duration of not less than 364 days.

(5) “Money” means a medium of exchange authorized or adopted by a domestic or foreign government as part of its currency.

(6) “Nonferrous metals” means metals not containing significant quantities of iron or steel, including, without limitation, copper, brass, aluminum, bronze, lead, zinc, nickel, and alloys thereof, excluding precious metals subject to regulation under part I.

(7) “Personal identification card” means a valid Florida driver license, a Florida identification card issued by the Department of Highway Safety and Motor Vehicles, an equivalent form of identification issued by another state, a passport, or an employment authorization issued by the United States Bureau of Citizenship and Immigration Services that contains an individual’s photograph and current address.

(8) “Purchase transaction” means a transaction in which a secondary metals recycler gives consideration for regulated metals property.

(9) “Regulated metals property” means any item composed primarily of any nonferrous metals. The term does not include aluminum beverage containers, used beverage containers, or similar beverage



## Registration Application for Secondhand Dealers and/or Secondary Metals Recyclers

DR-1S  
R. 11/12

Rule 12A-17.005  
Florida Administrative Code  
Effective 01/13

### Instructions

**A secondhand dealer, mail-in secondhand dealer, or secondary metals recycler must comply with the following before engaging in business in Florida**

Register with the Department of Revenue by completing a Registration Application (Form DR-1S) and paying the registration processing fee. Corporations, sole proprietorships, partnerships, joint ventures, and any other type of business entity must comply with these registration requirements.

Applicants who do not currently hold a current *Certificate of Registration for Secondhand Dealer or Secondary Metals Recycler* (Form DR-11S) and are submitting this application as a "new business" must undergo a background investigation by electronically submitting fingerprints to a Livescan service provider approved by the Florida Department of Law Enforcement (FDLE). A background investigation must be completed for each business owner, officer, member, director, stockholder, and partner, with a controlling interest in the company. Background investigation fees are paid directly to the Livescan service provider. (See details below).

Secondhand dealers must register at least one location (not a P.O. Box) in each county where you will purchase, consign, or trade secondhand goods, however, secondhand dealers who also conduct business at temporary locations (such as at trade shows, malls or hotel lobbies) in a county where you hold a current secondhand dealer registration, are NOT required to submit additional applications for each temporary business location. Secondary metals recyclers must register each business location.

Applicants may submit registration application(s) (Form DR-1S) to the Department of Revenue either before or soon after submitting your fingerprints to a Livescan service provider.

Certificates of Registration (Form DR-11S) are valid for one year October 1 – September 30th and must be renewed annually. The Department annually mails renewal forms to all registered certificate holders in August.

**Note:** A business that engages in "pawnbroker" activities or title loan transactions is not required to register as a secondhand dealer with the Department of Revenue. Pawnbrokers register with the Florida Department of Agriculture and Consumer Services. A business that engages in the business of acquiring salvaged or wrecked motor vehicles for the purpose of reselling them and their parts must register with the Department of Highway Safety and Motor Vehicles (DHSMV) for a salvage motor vehicle dealer license.

**Registration Fee (paid to the Department of Revenue):** The registration processing fee is \$6.00 for each location. For example, if you are registering three business locations, you must include fees for three registrations (3 x \$6.00 = \$18.00).

**Make your check payable to the Florida Department of Revenue. Mail your DR-1S application(s) and fee to:**

Account Management - Secondhand Dealer Unit  
Florida Department of Revenue  
5050 W. Tennessee St. - Mail Stop 1-5730  
Tallahassee FL 32399-0160

Visit [www.myflorida.com/dor](http://www.myflorida.com/dor) to print a registration application (Form DR-1S) or a registration package (Form GT-200405), and for additional information.

### Background Investigation Requirements

Applicants submitting an initial "new business" secondhand dealer, mail-in secondhand dealer, or secondary metals recycler registration are required to undergo a background investigation. However, business owners who hold an active *Certificate of Registration* (Form DR-11S) may submit registration applications (Form DR-1S) for additional locations without undergoing a background investigation.

Each business owner, officer, member, director, partner and stockholder with a controlling interest in the company must submit finger prints as part of the background investigation process. Applicants submit their finger prints electronically to a Livescan service provider approved by the Florida Department of Law Enforcement (FDLE).

Visit FDLE's website at [www.fdle.state.fl.us](http://www.fdle.state.fl.us) and click on "Request a Criminal History," choose a service provider from the "Livescan Service Providers" link and complete the fingerprinting process.

The Florida Department of Revenue's Originating Agency Identification (ORI) number is:

**FL 921650Z**

This number must be given to the Livescan service provider you choose. Applicants are responsible for selecting an approved service provider, completing the fingerprint process, and providing the service provider with the Department's ORI number. If you do not provide the correct ORI number to the service provider when you submit your fingerprints, Revenue will not receive your investigation results.

**Background Investigation Fee (paid directly to the Livescan service provider):** The background investigation fee is paid directly to the Livescan service provider. The fee charged by each service provider varies. Choose a service provider listed on FDLE's website at: [www.fdle.state.fl.us](http://www.fdle.state.fl.us) and contact a service provider near you to complete the background investigation.

**Applicants located outside of Florida** should read *Electronic Fingerprint Procedures* (Form GT-200403) and follow the steps provided for applicants located outside Florida. These procedures are included in the Form GT-200405 registration package and also are posted on our website: [http://dor.myflorida.com/dor/taxes/secondhand\\_dealers\\_recyclers.html](http://dor.myflorida.com/dor/taxes/secondhand_dealers_recyclers.html).

**Employees of secondhand dealers, mail-in secondhand dealers, and/or secondary metals recyclers with no controlling interest, financial or otherwise, do not have to undergo background investigations.**

**A director with no ability to control the company** may submit a letter signed by an active principal corporate officer (president, vice-president, secretary, or treasurer) attesting that the director in question is not required to submit to a background investigation because he or she is not an owner of any interest, financial or otherwise.



**Registration Application for Secondhand Dealers  
and/or Secondary Metals Recyclers**

1. This application is for a:

- Secondhand Dealer
- Mail-in Secondhand Dealer
- Secondary Metals Recycler

2. This application is for a (check one):

- a.  New business  Additional business location

b. List current secondhand dealer registration number

□□ - □□□□□□□□□□ - □□

\*\* Please Type or Print Clearly\*\*

3. Legal name of corporation, individual owner, limited liability company, partnership, or other:		Owner's telephone number: ( )
4. Trade, fictitious, or "doing business as" name (if different than #3):		Business telephone number: ( )
5. Physical address of business. Home-based businesses must provide your home address. Listing a post office box, private mailbox, or rural route number is not permitted.		Fax number: ( )
Street:		County:
City/State/ZIP:		
6. Contact name (business owner or designee):		Contact telephone number: ( )
Mailing address (if different than physical address):		
Street:		
City/State/ZIP:		E-mail address:
Your e-mail address is treated as confidential information (s. 213.053, F.S.), and is not subject to disclosure of public records (s. 119.071, F.S.).		

7. List your sales and use tax number (your application cannot be processed without a sales and use tax number):

□□ - □□□□□□□□□□ - □

8. Business Entity Identification Number - Provide the Federal Employer Identification Number (FEIN) of the business or Social Security Number (SSN) \* of the owner/sole proprietor.

- a. Federal Employer Identification Number (FEIN): □□ - □□□□□□□□
- or
- b. Social Security Number (SSN) of owner: □□□ - □□ - □□□□□□

(If you are required to have an FEIN but have not yet been assigned one, you may call the Internal Revenue Service at 800-829-4933 to request one.)

\* Social security numbers (SSNs) are used by the Florida Department of Revenue as unique identifiers for the administration of Florida's taxes. SSNs obtained for tax administration purposes are confidential under ss. 213.053 and 119.071, F.S., and not subject to disclosure as public records. Collection of your SSN is authorized under state and federal law. Visit our Internet site at [www.myflorida.com/dor](http://www.myflorida.com/dor) and select "Privacy Notice" for more information regarding the state and federal law governing the collection, use, or release of SSNs, including authorized exceptions.

**FOR DOR USE ONLY**

Approved  Denied      By: (User ID) □□□□□□      Date □□/□□/□□  
month      day      year

Business Partner No. □□□□□□□□

Contract Object (LO) □□□□□□□□□□



**9. Business Structure and ownership (check one):**

- Sole proprietorship** - An unincorporated business that is owned by one individual.
- Partnership** - The relationship existing between two or more entities or individuals who join to carry on a trade or business. This includes a business jointly owned/operated by a husband and wife.
- Check one:  General partnership  
 Limited partnership  
 Joint venture  
 Married couple

**Corporation** - A person or group of people who incorporate by receiving a charter from their state's Secretary of State (includes professional service corporations).

- Check one:  C-corporation  
 S-corporation  
 Not-for-profit corporation

**Limited liability company** - Two or more entities (or individuals) who file articles of organization with their state's Secretary of State.

- Check one:  Single-member LLC  
 Multi-member LLC

Check here if you elected to be treated as a corporation for federal income tax purposes.

**10. Corporations, partnerships, limited liability companies must provide the following:**

a. Fiscal year ending date: /  / /   
month day

b. Document/registration number issued by the Florida Secretary of State when the business was chartered or authorized to conduct business in Florida:

\_\_\_\_\_

c. Date of incorporation, formation or organization, or date of authorization to conduct business in Florida:

/ /   
month day year

**Note:**  
 If you are not incorporated, chartered or registered to do business in Florida, you may be required to do so. For more information, go to the Florida Department of State's Internet site at [www.sunbiz.org](http://www.sunbiz.org) or call 850-488-9000.

**11 a.** If the business is incorporated in another state, provide the name of the state: \_\_\_\_\_

**b.** If the business is a corporation, provide the registered agent's contact information:

Registered agent's name: \_\_\_\_\_  
 Registered agent's street address: \_\_\_\_\_  
 Registered agent's City/State/ZIP: \_\_\_\_\_  
 Registered agent's telephone number (include area code) \_\_\_\_\_

**12. Ownership Information:** Provide the full name, title, FEIN or SSN (if an FEIN is not required for your business entity, the SSN of the owner is required), and address and telephone number of each corporate officer, owner, general partner, stockholder and/or director with a controlling interest. Make copies of this page if additional space is needed.

Name	SSN or FEIN	Street address City/State/ZIP or Foreign Country/Postal Code	Telephone number
Title			( ) - -
			( ) - -
			( ) - -
			( ) - -



## Definitions

### Chapter 538, Parts I-III, Florida Statutes

**Secondhand dealers** engage in the business of purchasing, consigning, or trading secondhand goods.  
(See s. 538.03, F.S., for the complete definition and exceptions to Chapter 538, F.S., requirements.)

**Note:** Persons in the business of buying, consigning or trading precious metals, including jewelry, should register as a secondhand dealer.

**Mail-in Secondhand Dealers** conduct business within Florida and contract with other persons or entities to buy precious metals or jewelry through an Internet website, the United States Post Office, or telemarketing.  
(See s. 538.31, F.S., for complete definition.)

**Secondary metals recyclers** engage from a fixed location, in the business of purchase transactions, or gathering or obtaining ferrous or nonferrous metals that have served their original economic purpose or have facilities for performing the manufacturing process by which ferrous metals or nonferrous metals are converted from raw material products consisting of prepared grades and having an existing or potential economic value. (See s. 538.18, F.S., for complete definition.)

**Note:** Salvage, scrap metal, and recycling centers are examples of businesses that must register as a secondary metals recycler. A business that acquires salvaged or wrecked motor vehicles for the purpose of reselling them and their parts must also register with the Department of Highway Safety and Motor Vehicles (DHSMV) for a **salvage motor vehicle dealer license**.

### You will **NOT** be issued a Certificate of Registration (Form DR-11S) if:

1. You are not registered to pay and file sales and use tax in Florida.
2. You are younger than 18 years old.
3. **You are applying for a Secondhand or Mail-in Secondhand Dealer license** and within the preceding 10 years, any business owner, officer, member, director, partner, and/or stockholder with a controlling interest in the company was convicted of, or entered a plea of guilty or nolo contendere to, or had adjudication withheld for, a crime against the laws of Florida or any other state in the United States relating to registration as a secondhand dealer or involving theft, larceny, dealing in stolen property, receiving stolen property, burglary, embezzlement, obtaining property by false pretenses, possession of altered property, any felony drug offense, any violation of s. 812.015, F.S., or any fraudulent dealing.
4. **You are applying for a Secondhand or Mail-in Secondhand Dealer license** and any business owner, officer, member, director, partner, and/or stockholder with a controlling interest in the company ever had a final judgment entered against them in civil action upon grounds of fraud, embezzlement, misrepresentation, or deceit.
5. **You are applying for a Secondary Metals Recycler license** and:
  - (A) Within the preceding 24 months, any business owner, officer, member, director, partner, and/or stockholder with a controlling interest in the company was convicted of, or entered a plea of guilty or nolo contendere to, a felony committed against the laws of Florida or any other state in the United States involving theft, larceny, dealing in stolen property, receiving stolen property, burglary, embezzlement, obtaining property by false pretenses, possession of altered property, any felony drug offense, or of knowingly or intentionally violating the laws of Florida relating to registration as a secondary metals recycler, or
  - (B) You are registering a business location that does not meet the definition of a "fixed location" in s. 538.18, F.S.

**Signature - Under the penalties of perjury, I declare that I have read this application and that the facts stated in it are true.**

Signature of Applicant

Title

Date

**This application cannot be processed if not signed by an owner, officer, member, partner, director, or stockholder with a controlling interest in the company.**

### Contact Us

Tax information, service center addresses and phone numbers, forms, and tutorials are available on our Internet site at: [www.myflorida.com/dor](http://www.myflorida.com/dor). To speak with a Department of Revenue representative, call Taxpayer Services, Monday through Friday, 8 a.m. to 7 p.m., ET, at 800-352-3671 or visit a Department of Revenue Service Center near you. Service centers are located throughout Florida. Visit our Internet site to find the address and phone number of the service center nearest you.

**Secondhand Dealer Registrations, by County in Florida  
2008 - 2013\***

County	2008	2009	2010	2011	2012	2013
Alachua	22	28	35	45	71	62
Baker	1	0	0	2	5	3
Bay	11	16	32	35	46	46
Bradford	2	5	3	4	6	5
Brevard	48	87	163	145	224	171
Broward	197	257	328	357	485	441
Calhoun	1	2	4	1	2	2
Charlotte	23	28	49	40	55	57
Citrus	17	24	36	45	54	54
Clay	11	39	51	39	50	58
Collier	36	61	80	78	104	98
Columbia	9	17	21	28	28	21
De Soto	5	6	7	8	26	17
Dixie	0	0	0	0	0	1
Duval	65	122	147	167	211	193
Escambia	38	45	108	77	100	75
Flagler	5	10	19	23	32	27
Franklin	0	0	0	1	4	3
Gadsden	2	3	9	5	6	4
Gilchrist	0	0	0	0	1	1
Glades	0	0	0	1	0	0
Gulf	2	3	2	3	3	3
Hamilton	0	0	0	0	0	0
Hardee	1	3	5	5	10	10
Hendry	4	8	12	3	7	6
Hernando	27	36	52	54	67	65
Highlands	8	12	20	22	37	34
Hillsborough	100	174	253	262	278	230
Holmes	1	1	2	2	3	2
Indian River	23	36	46	56	86	72
Jackson	1	2	19	21	8	6
Jefferson	2	1	1	2	3	3
Lafayette	0	0	0	0	0	0
Lake	30	45	70	66	75	74
Lee	125	235	271	195	233	221
Leon	26	36	62	58	72	75
Levy	4	10	11	11	14	16
Liberty	0	0	3	1	1	0
Madison	2	2	1	1	6	4
Manatee	31	42	68	70	99	86
Marion	36	42	86	88	114	96
Martin	28	58	64	64	113	71
Miami-dade	180	268	353	405	485	443
Monroe	7	16	17	20	27	24
Nassau	4	6	11	12	22	17

**Secondhand Dealer Registrations, by County in Florida  
2008 - 2013\***

<b>County</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Okaloosa	21	30	131	74	77	64
Okeechobee	2	6	28	11	15	13
Orange	114	155	266	320	330	308
Osceola	25	39	68	82	91	84
Out of State	5	8	6	1	1	1
Palm Beach	173	300	358	344	459	424
Pasco	41	56	108	128	139	121
Pinellas	133	184	291	253	269	254
Polk	50	78	111	117	144	134
Putnam	5	6	10	16	17	15
Saint Johns	13	24	38	46	72	61
Saint Lucie	20	59	73	82	112	94
Santa Rosa	7	14	53	28	37	28
Sarasota	53	70	113	129	157	140
Seminole	62	90	139	149	200	187
Sumter	4	4	10	13	26	25
Suwannee	1	2	2	4	10	8
Taylor	0	5	9	4	7	5
Union	0	0	0	0	0	0
Volusia	41	71	140	136	181	151
Wakulla	1	1	4	6	11	8
Walton	5	8	17	20	25	18
Washington		1	2	6	8	8
<b>Total</b>	<b>1,911</b>	<b>2,997</b>	<b>4,498</b>	<b>4,491</b>	<b>5,661</b>	<b>5,048</b>

\* Note: Registration information is compiled each August.  
Includes mail-in secondhand dealers

**FLORIDA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES**



**ADAM H. PUTNAM  
COMMISSIONER**

**PAWNBROKING  
REGISTRATION APPLICATION**  
Chapter 539.001, Florida Statutes  
5J-13.002

Florida Department of Agriculture and Consumer Services  
**Florida Pawnbroker Application**

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FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
Pawnbroking Registration Application

Effective October 1, 1996, Chapter 539, Florida Statutes, The Florida Pawnbroking Act, requires any person operating as a pawnbroker to annually obtain a license from the Department of Agriculture and Consumer Services. Pawnshops are also required to use a pawnbroker transaction form that contains specific information as required by Section 539.001(8), Florida Statutes.

It is a violation of the Florida Pawnbroking Act for any person to engage in the business of making pawns without first obtaining a license from the Department. Failure to comply with this law will subject violators to injunctive and other appropriate civil or criminal relief, including fines up to \$5,000 per violation. In addition, you must show proof of licensure from the Department prior to obtaining or renewing your local occupational license.

The annual license fee is \$300 per location. In addition, there is a \$45.25 background investigation fee for each Principal in the business. Principals are: every owner or beneficial owner of at least 10% of the business, partner, officer, or director. Please return to the Department: (1) the application; (2) \$300 filing fee plus \$45.25 background investigation fee and a set of fingerprints for each Principal; (3) proof of a net worth of at least \$50,000, or an original surety bond, letter of credit, or certificate of deposit in the amount of \$10,000 for each license; and (4) the actual pawnbroker transaction form to be approved by the department.

A sample surety bond, an irrevocable letter of credit, and a certificate of deposit can be accessed online at [www.800helpfla.com](http://www.800helpfla.com). A balance sheet to submit your assets and liabilities (if submitting a personal income tax return) is included in the application package. The pawnbroker transaction form to be used by your business must be submitted to the Department for review and approval prior to use. This form must also include the name and address of the pawnshop. To obtain a fingerprint card, contact the Department at 1-800-HELP-FLA (435-7352), or (850) 410-3800.

If you have any questions, please contact the Department at 1-800-HELP-FLA (435-7352), or (850) 410-3800 or via facsimile at (850) 410-3804, or the pawn detail of your local law enforcement agency.

**APPLICATION CHECKLIST AND INSTRUCTIONS**

**Item #1**

Provide the legal name of the applicant **exactly** as it appears in its articles of incorporation document. If using a fictitious name (DBA), provide that name also. **Note: Corporate, LLC, and Fictitious Names are verified with the State Division of Corporations and must match the name exactly as filed.**

**Item #2**

Provide the principal street address for the applicant. Include the suite, room, or other unit number. If the mailing address (i.e. a generally used post office box) is different from the organization's street address, provide that address as well. **Note: In order for correspondence to be sent directly to an attorney or other third party, you must insert the attorney's or third party's address as the mailing address for the pawnshop.**

**Item #3**

You must provide a primary telephone number, including the area code, for the applicant. Also, provide a fax number, email address, and website if used to provide information to or communicate with the public.

**Item #4**

Provide the name, title, address, and telephone number of the designated contact person.

**Item #5**

Provide the applicant's federal employer identification number and sales tax ID number. **Note: Taxpayers can obtain an EIN immediately by calling the IRS Business and Specialty Tax Line (1-800-829-4933).**

**Item #6**

Answer by checking appropriate box and provide form and address of applicant.

**Item #7**

Provide the name and address of each direct or beneficial owner of at least 10%; the person in charge of daily operations and if corporation, all corporate officers, partners, directors, and registered agents. Indicate the percentage of ownership (total of ownership must equal 100%). Please indicate if any of the individuals listed have been convicted of, entered a plea of guilty or nolo contendere to, had adjudication withheld or been incarcerated for crime within the last 10 years. Please make a selection and provide on a separate sheet, the name of such person, the nature of the offense, the court having jurisdiction, the disposition of the offense, and the date of disposition.

**Item # 8**

Provide the law enforcement agency that collects your pawnbroker transaction forms, including their contact information.

**Item # 9**

Answer as directed by checking appropriate box.

**Item # 10**

The application must be signed and notarized by an official Notary Public.

### **OTHER REQUIRED DOCUMENTS AND FEES**

In order to process your application as quickly as possible, and avoid costly delays, please verify that all items listed below are included prior to sending:

- \$300 fee for each location (Make check or money order payable to FDACS). All fees are non-refundable.
- Fingerprint card and a \$45.25 fee for each operator and manager; each individual with at least 10 percent (10%) ownership; and all officers and directors if a corporation (Make check payable to the Florida Department of Agriculture and Consumer Services). All fees are non-refundable.
- Original Copy of the pawnbroker transaction form with name and address of pawnshop.
- Security Requirement; choose any one of A, B, C, or D. If ownership is corporation, all documents must be titled in the name of the corporation.
  - A. Any applicant claiming to have a net worth of \$50,000 or more shall file with the department, at the time of applying for a license, the following documentation: *[539.001(4)(b)]*
    - A current financial statement prepared by a Florida certified public accountant; **OR**
    - An affidavit stating the applicant's net worth is at least \$50,000 (see page 9), accompanied by supporting documentation; **OR**
    - If the applicant is a corporation, a copy of the applicant's most recently filed federal tax return (first four pages, including schedule L).
  - B. Submit \$10,000 original Surety Bond for each location on the form. *[539.001(4)(a)2]*
  - C. Submit \$10,000 original Irrevocable Letter of Credit for each location.
  - D. Submit \$10,000 original Certificate of Deposit and Assignment Form for each.

### **IMPORTANT**

Please submit everything listed above (completed notarized application; \$300 check or money order per location, made payable to the FDACS; Fingerprint card(s) and a \$45.25 fee per person) to:

FDACS  
Pawnbroking Program  
P.O. Box 6700  
Tallahassee, FL 32314-6700

Florida Department of Agriculture and Consumer Services  
Division of Consumer Services



ADAM H. PUTNAM  
COMMISSIONER

**PAWNBROKING  
REGISTRATION APPLICATION**

Section 539.001, Florida Statutes  
5J-13.002

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*  
www.800helpfla.com • 850-410-3804 Fax

Make check or money order  
payable and remit application to:

FDACS  
P.O. Box 6700  
Tallahassee, FL 32314-6700

PLEASE TYPE OR PRINT. Additional pages may be attached if additional space is needed. This application will be returned if it does not bear an authorized signature or is incomplete. All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

**Business Information**

Please Select one:  New Filing  Renewal PN#: \_\_\_\_\_  Change of Owner

Do you currently hold a Florida Pawn License at another location?

Yes  No If yes, please provide the PN number for ONE of your other locations: \_\_\_\_\_

1. Name (if applicant is not an individual, state legal name as registered with the Florida Department of State):

\* Fictitious (DBA) Name (if applicable):

*\*All fictitious names must be registered with the Division of Corporations. If business is a corporation then 'Name' is the legal name of the business as listed with the Division of Corporations.*

2. Business Street Address (include APT or SUITE # in all address lines):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different from above):

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
( ) - ( ) -

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

4. Name of Contact Person: \_\_\_\_\_ Title of Contact Person: \_\_\_\_\_

Mailing Address (if different from above):

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
( ) -

5. Federal Employer ID #: \_\_\_\_\_ Florida Sales Tax ID: \_\_\_\_\_

Org Code: 42 10 06 25 000  
EO: A2  
Object Code: 001230 \$380.00  
Object Code: 004156 \$45.25

## Ownership

**6. Form of organization:**

- Corporation: \_\_\_\_\_  
Corporation name as registered with the Florida Department of State
- Sole Proprietor: \_\_\_\_\_  
Last Name First Name MI.
- Partnership: \_\_\_\_\_  
Last Name First Name MI.
- Other: \_\_\_\_\_  
Please Describe

<b>Owner's Street Address</b> <small>(If Sole Proprietor, state address of residence):</small> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Telephone Number:</b> ( _____ ) _____ - _____	<b>Owner's Mailing Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Email Address:</b> _____
--	---

**7. Please list the name and address of each direct or beneficial owner of at least 10%; the person in charge of daily operations and if corporation, all corporate officers, partners, directors, and registered agents. Please indicate whether any of the individuals listed below have been convicted of, entered a plea of guilty or nolo contendere to, had adjudication withheld for, or been incarcerated for a crime within the last 10 years. Please indicate if any of the individuals listed below acting as a beneficial owner for someone who has been convicted of, entered a plea of guilty or nolo contendere to, had adjudication withheld or been incarcerated for crime within the last 10 years? [s. 539.001(4)(a)1, 3-4, F.S.]**

**Mark YES or NO. If yes, provide on a separate sheet, the name of such person, the nature of the offense, the court having jurisdiction, the disposition of the offense, and the date of disposition.**

<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Ownership:</b> _____ % <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Ownership:</b> _____ % <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Ownership:</b> _____ % <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Name:</b> _____ <b>Title:</b> _____ <b>Address:</b> _____ <b>City:</b> _____ <b>State:</b> _____ <b>Zip Code:</b> _____ <b>Ownership:</b> _____ % <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

## Law Enforcement Information

8. Police Department:

Contact Person:

Telephone Number:

Email Address:

(       )       -      

Sheriff's Office:

Contact Person:

Telephone Number:

Email Address:

(       )       -      

## Type of Security Provided

9. Type of Security (please check one and select location of security):

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Surety Bond:  | <input type="checkbox"/> original enclosed | <input type="checkbox"/> on file with the Department |
| <input type="checkbox"/> Irrevocable Letter of Credit:                         | <input type="checkbox"/> original enclosed | <input type="checkbox"/> on file with the Department |
| <input type="checkbox"/> Certificate of Deposit:                               | <input type="checkbox"/> original enclosed | <input type="checkbox"/> on file with the Department |
| <input type="checkbox"/> Net worth of at least \$50,000, no security required: |  |  |

**Corporation:** Include a copy of the most recently filed federal tax return. [s. 539.001(4)(b)3]

**Personal/Sole Proprietor:** Include a current financial statement prepared by a Florida Certified Public Accountant or an affidavit stating net worth is at least \$50,000 accompanied by a balance sheet (see enclosed sample).

10. The undersigned warrants that he/she is empowered to execute this application on behalf of the above named applicant and certifies that the owner(s), partners, directors, corporate officers and operators listed herein are of good moral character. The undersigned further acknowledges awareness of and compliance with all of the requirements of Chapter 539.001, F.S., including the use of an approved pawnbroker transaction form and that the pawn service charge may not exceed 25% of the amount financed for each 30 day period.

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Month

\_\_\_\_\_  
Day

\_\_\_\_\_  
Year

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL/STAMP

\_\_\_\_\_  
(Notary Public Signature)

\_\_\_\_\_  
(Notary Public Name, Please Print)

## Pawnbroking Net Worth Affidavit

Personal income tax returns do not include a listing of your assets and liabilities. If you are submitting a personal income tax return as proof of a net worth of at least \$50,000, please complete this balance sheet and return it to the Department.

Statement of assets and liabilities for \_\_\_\_\_ As of: \_\_\_\_\_, 20 \_\_\_\_\_

Assets		
<b>Current Assets</b>		
Cash	\$	
Accounts Receivable	\$	
Inventory	\$	
Prepaid Expenses	\$	
Other Current Assets	\$	
<b>Total Current Assets</b>		<b>\$ 0.00</b>
<b>Fixed Assets</b>		
Land and Buildings (net)	\$	
Equipment (net)	\$	
Other Fixed Assets	\$	
<b>Total Fixed Assets</b>		<b>\$ 0.00</b>
<b>Other Assets</b>		
Long-Term Investments	\$	
Other Assets	\$	
Other Assets	\$	
<b>Total Other Assets</b>		<b>\$ 0.00</b>
<b>Total Assets</b>		<b>\$ 0.00</b>

Liabilities and Equity		
<b>Current Liabilities</b>		
Accounts Payable	\$	
Short-Term Loans	\$	
Taxes Payable	\$	
Other Current Liabilities	\$	
<b>Total Current Liabilities</b>		<b>\$ 0.00</b>
<b>Long-Term Liabilities</b>		
Mortgage Payable	\$	
Long-Term Loans	\$	
Other Long-Term	\$	
<b>Total Long-Term Liabilities</b>		<b>\$ 0.00</b>
<b>Equity</b>		
Net Equity	\$	
Retained Earnings	\$	
<b>Total Equity</b>		<b>\$ 0.00</b>
<b>Total Liabilities and Equity</b>		<b>\$ 0.00</b>

I certify the above information to be true and accurate.

\_\_\_\_\_  
Print Name of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Title

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Month Day Year

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

SEAL/STAMP

\_\_\_\_\_  
(Notary Public Signature)

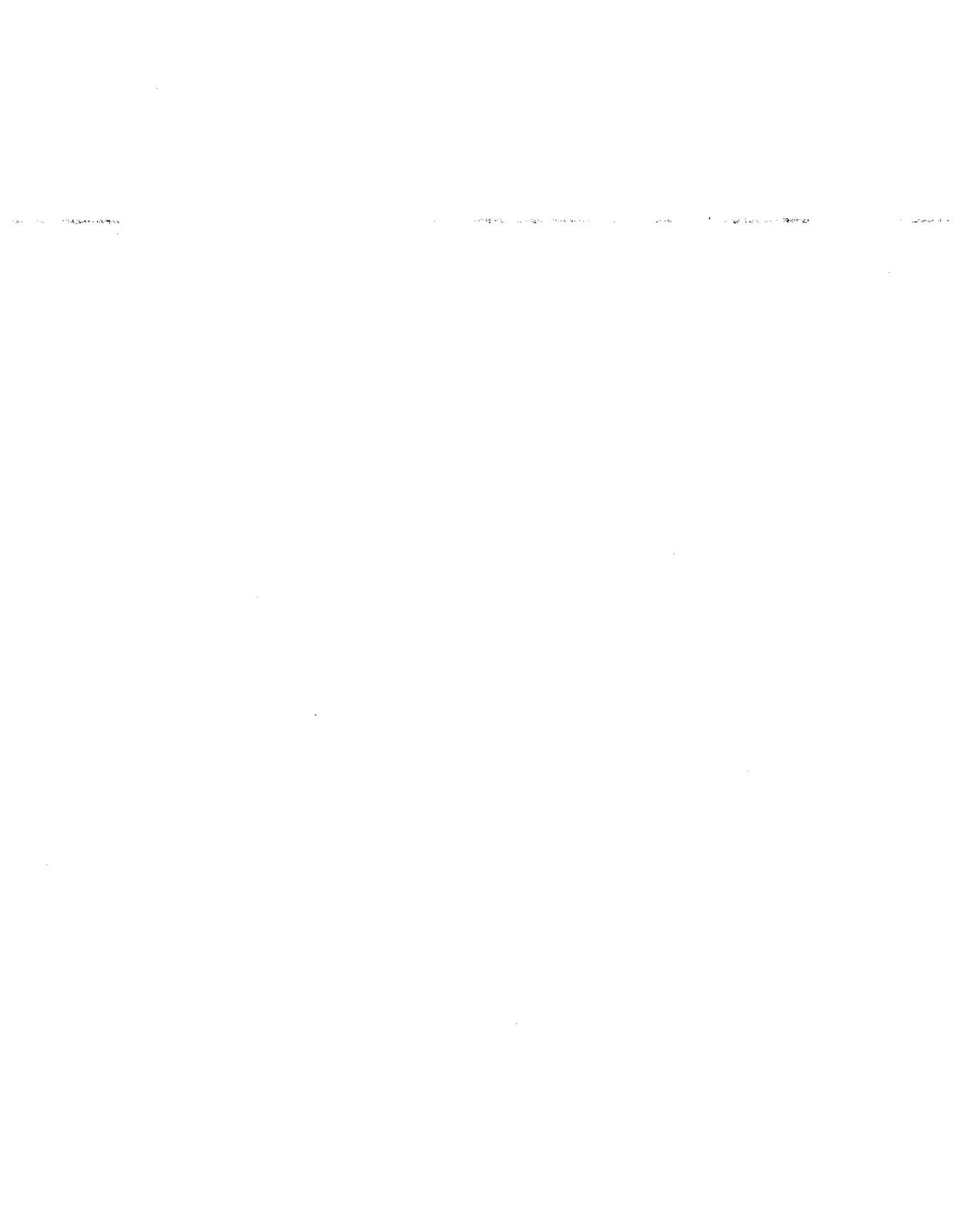
\_\_\_\_\_  
Notary Public Name, Please Print

## BOCA RATON

### Sec. 8-58. - Consignment shops; special requirements.

- (1) Prior to the payment of the business tax and issuance of a certificate of use when an applicant has applied for approval of a consignment shop, the applicant shall furnish:
  - (a) A bond issued by a surety company qualified to do business in the state in the amount of \$10,000.00. The original shall be filed with the city. The bond shall be payable to any individual who is injured by the fraud, misrepresentation, breach of contract or financial failure of the applicant; and
  - (b) Proof that the applicant (or, if the applicant is a corporation, any officers, directors or stockholders thereof) has not been convicted within the preceding 10 years of any felony in Florida or any other state or the United States. The term "conviction" shall include an adjudication of guilt on a plea of guilty, or nolo contendere, regardless of whether the sentence was suspended or adjudication with held, or the forfeiture of a bond when charged with a crime.
- (2) The bond shall provide that the bond may not expire or be cancelled prior to 30 days after the city manager receives written notice of such expiration or cancellation from the surety.
- (3) With respect to certificates of use issued pursuant to subsection (1)(a), in the event the applicant fails to maintain and renew annually the bond, or the bond is cancelled or dishonored, the certificate of use issued to the applicant pursuant to this chapter shall automatically be revoked.
- (4) Conviction of a felony, as defined in this section, in Florida or any other state or the United States, shall automatically revoke any certificate of use issued pursuant to this chapter, except that an existing consignment shop shall not be required to comply with this ordinance if it relocates to a different location in the city.

(Ord. No. 5030 § 3, 4-8-08)



REQUESTED COMMISSION ACTION:

Consent     
  Ordinance     
  Resolution     
  Consideration/ Discussion     
  Presentation

SHORT TITLE

**AN ORDINANCE AMENDING CHAPTER 100, "STREETS AND SIDEWALKS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 100.01, "MINIMUM RIGHT-OF-WAY,"; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**Summary of Purpose and Why:**

In conjunction with revisions to Zoning Code §155.5704 (Memorandum #15-089), Staff is recommending "housekeeping" text amendments to Chapter 100, Streets and Sidewalks. No substantive revisions are proposed. First, the existing standards in §100.01(A) were converted into a list in order to make the standards easier to read. Second, §100.01(B) was created to insert a table of thoroughfares required to have a greater right-of-way width. The majority of the thoroughfares are also Broward County Trafficways. Since 1957, the city included a list of thoroughfares required to have a greater right-of-way width in the Zoning Code. However, since the intent of a Zoning Code is to regulate private property, during the Zoning Code re-write the consultant recommended the list of thoroughfares be removed from the Zoning Code. Staff recommends inserting the list in Ch. 100, and more specifically in the existing section that regulates Minimum Right-of-Way. The proposed list includes the same thoroughfares and widths as previously found in old zoning code §155.141 (copy attached). *Staff has received a request from the public to not include NE 48<sup>th</sup> / 49<sup>th</sup> Street in the proposed list. Attached Memo #15-078 includes additional background related to NE 48<sup>th</sup> / 49<sup>th</sup> Street.* Finally, proposed §100.01(C) clarifies that property owners are only responsible to dedicate their "half" of the required right-of-way. While this has been the policy of the City, the responsibility has not been explicitly stated. At their January 28, 2015 meeting, the Planning and Zoning Board reviewed the proposed text amendments in conjunction with the changes to the Zoning Code.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman *KBF* Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	12/12/2014	Approval	Memo #14-544 <i>[Signature]</i>
City Attorney	02/06/2015	Approval	Memo #2015-550 <i>[Signature]</i>
X Planning and Zoning Board		Approval	Memo #15-006 (02/17/2015) <i>[Signature]</i>
X City Manager			<i>[Signature]</i>

Ordinance Workshop	Resolution	Consideration
1 <sup>st</sup> Reading <u>3/10/15</u>	1 <sup>st</sup> Reading _____	Results: _____
Approved as amended		
2 <sup>nd</sup> Reading <u>3/24/15</u>	_____	Results: _____
_____	_____	_____
_____	_____	_____

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

**AN ORDINANCE AMENDING CHAPTER 100, "STREETS AND SIDEWALKS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 100.01, "MINIMUM RIGHT-OF-WAY," TO REVISE MINIMUM WIDTH REQUIREMENT FOR VARIOUS STREETS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

**SECTION 1.** That Section 100.01, "Minimum Right-of-Way," of Chapter 100, "Streets and Sidewalks," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

**§ 100.01 MINIMUM RIGHT-OF-WAY.**

(A) The City Commission shall not accept any street right-of-way as a public street whether by dedication in a plat or by deed or other instrument unless it complies with the applicable following minimum width.

(A)(1) The width of a right-of-way of ~~all~~ the following streets designated as ~~business streets, through streets, or boulevards~~ shall be not less than 60 feet:

(a) Business Streets

(b) Through Streets

(c) Boulevards

(d) Primary Streets

(e) Local, Collector, Minor Arterial and Principal Arterial streets which are within or abutting a non-residential base zoning district

~~(B)~~—The right-of-way of all streets designated as primary streets shall be not less than 60 feet.

~~(C)~~(2) The width of a right-of-way of all the following streets designated as secondary or residential streets shall be not less than 50 feet.:

(a) Secondary Streets

(b) Residential Streets

(c) Local, Collector, Minor Arterial and Principal Arterial streets which are within or abutting a residential base zoning district and/or Residential Planned Unit Development.

~~(D)~~(3) The right-of-way of all double-lane streets with a parkway in the center shall be not less than 75 feet, including the parkway.

~~(E)~~(4) The width of all alleys shall be not less than 16 feet.

(B) Certain arterial thoroughfares of the city are hereby designated and determined to have a greater width than that listed in section (A) above, and no building or structure shall be erected or located upon any property abutting these streets and avenues closer to the center line of these streets than one-half of the indicated and designated width of these streets. The thoroughfares and the required right-of-way are listed in Table 100.01(B), below.

<b>Table 100.01(B): Arterial Thoroughfares with Required ROW Width</b>			
<u>Street Name</u>	<u>Starting Point</u>	<u>Ending Point</u>	<u>Required ROW width in Feet</u>
<u>Andrews Ave</u>	<u>SW 3<sup>rd</sup> St (Racetrack Rd)</u>	<u>South City Limits</u>	<u>106</u>
<u>Andrews Ave</u>	<u>SW 3<sup>rd</sup> St (Racetrack Rd)</u>	<u>North City Limits</u>	<u>110</u>
<u>Atlantic Blvd</u>	<u>Federal Hwy (US 1)</u>	<u>SR A1A</u>	<u>110</u>
<u>Atlantic Blvd</u>	<u>Florida's Turnpike</u>	<u>Federal Hwy (US 1)</u>	<u>120</u>
<u>Atlantic Blvd Extension (NW 31<sup>st</sup> Ave)</u>	<u>Atlantic Blvd</u>	<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>106</u>

<u>Blount Rd</u>	<u>Copans Rd</u>	<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>80</u>
<u>Blount Rd</u>	<u>Copans Rd</u>	<u>Sample Rd</u>	<u>84</u>
<u>Copans Rd</u>	<u>Federal Hwy (US 1)</u>	<u>I-95</u>	<u>106</u>
<u>Copans Rd</u>	<u>I-95</u>	<u>Florida's Turnpike</u>	<u>110</u>
<u>Cypress Rd</u>	<u>Atlantic Blvd</u>	<u>South City Limits</u>	<u>80</u>
<u>Dixie Hwy (State Rd 811)</u>	<u>South City Limits</u>	<u>North City Limits</u>	<u>80</u>
<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>Dixie Hwy</u>	<u>NW 27<sup>th</sup> Ave</u>	<u>80</u>
<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>NW 27<sup>th</sup> Ave</u>	<u>Florida's Turnpike</u>	<u>106</u>
<u>Federal Hwy (U.S. 1)</u>	<u>South City Limits</u>	<u>North City Limits</u>	<u>Existing Widths or 120 feet, whichever is greater</u>
<u>McNab Road (SE 15<sup>th</sup> St / SW 15<sup>th</sup> St)</u>	<u>Federal Hwy (US 1)</u>	<u>SW 7<sup>th</sup> Avenue</u>	<u>80</u>
<u>McNab Road (SW 15<sup>th</sup> St)</u>	<u>Dixie Hwy</u>	<u>SW 31<sup>st</sup> Ave</u>	<u>106</u>
<u>NE 2<sup>nd</sup> Ave</u>	<u>Atlantic Blvd</u>	<u>NE 3<sup>rd</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 3<sup>rd</sup> Ave</u>	<u>Copans Rd</u>	<u>Sample Rd</u>	<u>80</u>
<u>NE 10<sup>th</sup> St</u>	<u>Dixie Hwy</u>	<u>Federal Hwy (US 1)</u>	<u>106</u>
<u>NE 11<sup>th</sup> Ave</u>	<u>Atlantic Blvd</u>	<u>NE 10<sup>th</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 14<sup>th</sup> St</u>	<u>Federal Hwy (US 1)</u>	<u>SR A1A</u>	<u>100</u>
<u>NE 23<sup>rd</sup> Ave</u>	<u>NE 14<sup>th</sup> St</u>	<u>NE 24<sup>th</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 26<sup>th</sup> Ave (Harbor Dr)</u>	<u>Atlantic Blvd.</u>	<u>NE 14<sup>th</sup> St</u>	<u>Existing Widths or 70 feet, whichever is greater</u>
<u>NW 6<sup>th</sup> Ave (Blanche Ely Ave)</u>	<u>Atlantic Blvd</u>	<u>NW 15<sup>th</sup> St</u>	<u>60</u>
<u>NW 15<sup>th</sup> St</u>	<u>I-95</u>	<u>Dixie Hwy ( SR 811)</u>	<u>60</u>
<u>NW 15<sup>th</sup> St</u>	<u>Powerline Rd</u>	<u>I-95</u>	<u>80</u>
<u>NW 27<sup>th</sup> St</u>	<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>Atlantic Blvd.</u>	<u>Existing Widths or 50 feet, whichever is greater</u>
<u>Powerline Rd</u>	<u>Sample Rd</u>	<u>McNab Rd</u>	<u>144</u>
<u>Sample Rd</u>	<u>I-95</u>	<u>Federal Hwy (US 1)</u>	<u>120</u>
<u>Sample Rd</u>	<u>Florida's Turnpike</u>	<u>I-95</u>	<u>200</u>

<u>SE 11<sup>th</sup> Ave</u>	<u>Pompano Canal</u>	<u>Atlantic Blvd.</u>	<u>70</u>
<u>State Road A1A (Ocean Blvd.)</u>	<u>Terra Mar Dr</u>	<u>North City Limits</u>	<u>80</u>
<u>State Road A1A (Ocean Blvd.)</u>	<u>Terra Mar Dr</u>	<u>South City Limits</u>	<u>106</u>
<u>SW 3<sup>rd</sup> St (Racetrack Rd / John Knox Blvd)</u>	<u>I-95</u>	<u>Cypress Rd</u>	<u>110</u>
<u>SW 3<sup>rd</sup> St (Racetrack Rd / Pompano Park Place)</u>	<u>Powerline Rd (Pompano Parkway)</u>	<u>I-95</u>	<u>106</u>
<u>SW 46th Ave</u>	<u>McNab Rd</u>	<u>Florida's Turnpike</u>	<u>106</u>

(C) Property owners required to dedicate required right-of-way in accordance with Zoning Code §155.5704 shall only be required to dedicate half of the applicable right-of-way width to the center line of the street.

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

**SECTION 3.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
2/6/15  
I:ord/ch100/2015-203



**City Attorney's Communication #2015-550**

February 6, 2015

**TO:** Karen Friedman, AICP, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Ordinance Amending Chapter 100, "Streets and Sidewalks"

As requested in your memorandum of January 29, 2014, Department of Development Services Memorandum No. 15-052, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

**AN ORDINANCE AMENDING CHAPTER 100, "STREETS AND SIDEWALKS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 100.01, "MINIMUM RIGHT-OF-WAY," TO REVISE MINIMUM WIDTH REQUIREMENT FOR VARIOUS STREETS WITHIN THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the ordinance to ensure that it meets with your requirements.

  
GORDON B. LINN

/jrm  
l:cor/dev-srv/2015-550

Attachment

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY  
MEMORANDUM #15-006**

**DATE:** February 17, 201~~4~~<sup>5</sup>  
**TO:** City Commission  
**FROM:** Planning and Zoning Board/ Local Planning Agency  
**SUBJECT:** Proposed Text Amendments to Zoning Code,  
Minimum Right-of-Way

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on January 28, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to the standards in the Minimum Right-of-Way as set forth in the Department of Development Services Administrative Report 14-544.

Staff recommends revisions to the Zoning Code §155.5704.C, §155.5704.D, and §155.9401.H.3 to cross-reference to §100.01.B.

Staff also recommends revision to §155.9401.H.5 to reinsert the measurement from the old Zoning Code's §155.009 which is used to determine setbacks for properties on a cul-de-sac.

The Planning and Zoning Board recommends that the City Commission initiate a Broward County Trafficways Plan Amendment to remove NE 48<sup>th</sup>/49<sup>th</sup> Street from the plan due to the residential nature of the street.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved.

  
\_\_\_\_\_  
Jim Beeson  
Chairman  
Planning and Zoning Board/ Local Planning Agency

avenues, and thoroughfares, are hereby considered and determined to be the existing street lines of the streets, and the use of the lands is zoned accordingly.  
 ('58 Code, § 50.54) (Ord. 664, passed - - )

**§ 155.141 SETBACK REQUIREMENTS; STREET WIDTHS.**

(A) Certain arterial thoroughfares of the city are hereby designated and determined to have a greater width than 50 feet, and no building or structure shall be erected or located upon any property abutting these streets and avenues closer to the center line of these streets than one-half of the indicated and designated width of these streets. The dedicated portion and use portion of the following streets, avenues, and public ways, if any, shall constitute a portion of the street right-of-way. The City Engineer shall determine and fix the exact locations of the streets, avenues, and public ways.

<i>Arterial Street Description</i>	<i>Width in Feet</i>
(1) State Road A1A . . . . . (Ocean Boulevard) from the south city limits to the north city limits.	80
(2) N.E. 26th Avenue . . . . . (also known as Harbor Drive) from Atlantic Boulevard to N.E. 14th Street	Existing widths 70 min.
(3) N.E. 23rd Avenue . . . . . from N.E. 14th Street to N.E. 24th Street	Existing widths 60 min.
(4) Federal Highway . . . . . (U.S. 1) from the south city limits to the north city limits	Existing widths 120 min.
(5) S.E. 11th Avenue . . . . . from the Pompano Canal to Atlantic Boulevard (State Road 814)	70
(6) N.E. 11th Avenue . . . . . from Atlantic Boulevard (State Road 814) to N. E. 10th Street	Existing widths 60

<i>Arterial Street Description</i>	<i>Width in Feet</i>
(7) N.E. 2nd Avenue . . . . . from Atlantic Boulevard (State Road 814) to N.E. 3rd Street	Existing widths 60
(8) Old Dixie High- . . . . . way (State Road 811) from south city limits to north city limits	80
(9) N.W. 6th Avenue . . . . . (also known as Blanche Ely Avenue) from Atlantic Boulevard to N.W. 15th Street	60
(10A) Andrews Avenue from . . . . . S.W. 3rd Street (also known as Racetrack Road) to Sample Road	110
(10B) Andrews Avenue from . . . . . S.W. 3rd Street to south city limits	106
(11A) Copans Road from . . . . . Federal Highway (U.S. 1) to I-95	106
(11B) Copans Road from . . . . . I-95 to Florida's Turnpike	110
(12) N.E. 14th Street . . . . . from Federal Highway (U.S.1) to S.R. A1A	100
(13A) N.W. 15th Street . . . . . from Powerline Road to I-95	80
(13B) N.W. 15th Street . . . . . from I-95 to North I-95 to North Dixie Highway (State Road 811)	60
(14) N. E. 10th Street . . . . . from the Old Dixie Highway (State Road 811) to Federal Highway (U.S. 1)	106

<i>Arterial Street Description</i>	<i>Width in Feet</i>	<i>Arterial Street Description</i>	<i>Width in Feet</i>
(15A) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from Dixie Highway (State Road 811), to N.W. 27th Avenue	80	(20B) S.W. 15th Street (also known as McNab Road) from Dixie Highway to S.W. 46th Avenue	106
(15B) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from N.W. 27th Avenue to Florida's Turnpike	106	(21A) Sample Road from Florida's Turnpike to I-95	200
(16) Atlantic Boulevard extension (N.W. 31st Avenue) from Atlantic Boulevard to Dr. Martin Luther King, Jr. Boulevard/Hammondville Road	106	(21B) Sample Road from I-95 to Federal Highway (U.S. 1)	120
(17A) Atlantic Boulevard (State Road 814) from Florida's Turnpike to Federal Highway (U.S. 1)	120	(22) Powerline Road from Sample Road to McNab Road	144
(17B) Atlantic Boulevard (State Road 814) from Federal Highway (U.S. 1) to S.R. A1A	110	(23) N.W. 27th Avenue from Dr. Martin Luther King, Jr. Boulevard/Hammondville Road to Atlantic Boulevard	Existing widths 50
(18A) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place) from Pompano Parkway (also known as Powerline Road) to I-95	106	(24) S.W. 46th Avenue from McNab Road to Florida's Turnpike	106
(18B) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place and also known as John Knox Boulevard) from I-95 to Cypress Road	110	(25A) Blount Road from Copans Road to Sample Road	84
(19) Cypress Road from Atlantic Boulevard (State Road 814) to south city limits	80	(25B) Blount Road from Copans Road to Dr. Martin Luther King, Jr. Boulevard	80
(20A) That portion of S.E. 15th Street and S.W. 15th Street (also known as McNab Road) from South Federal Highway (U.S. 1) to S.W. 7th Avenue	80	(26) N.E. 3rd Avenue from Copans Road to Sample Road	80
		(27) N.E. 48th/N.E. 49th Streets from North Dixie Highway to Federal Highway (U.S. 1)	106

(B) All street, avenues or other public ways, but not alleys, which have a residential zoning shall have a minimum width of 50 feet. All residentially zoned property abutting the street, avenue or other public way shall not erect a building or structure closer than 25 feet to the center line of these streets.



# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 14-544**

**DATE:** December 12, 2014  
**TO:** Planning and Zoning Board  
**VIA:** Robin M. Bird, Director of Development Services   
**FROM:** Karen Friedman, AICP, Planner   
**RE:** Text Amendments to Zoning Code and Chapter 100  
Minimum Right-Of-Way

Staff is recommending revisions to the Zoning Code regarding minimum right-of way. The revisions are directly impacted by a related revision to Ch 100, Streets and Sidewalks. An explanation of the revisions is below.

The old Zoning Code's §155.141 (copy attached) listed streets with a right-of-way greater than 50 feet. Since this regulation did not impact private property the consultant recommended it not be carried forward into the revised Zoning Code. Staff recommends re-adopting the list, and recommends inserting the list of streets into Chapter 100, Streets and Sidewalks as §100.01.B. The City Engineer has reviewed the recommended change.

In conjunction with creation of §100.01.B, Staff concurrently recommends revisions to the Zoning Code §155.5704.C, §155.5704.D, and §155.9401.H.3 to cross-reference to §100.01.B.

Finally, the old Zoning Code's §155.009 (copy attached) included a specific measurement to determine setbacks for properties on a cul-de-sac. This language was not included in the revised Zoning Code. Staff is recommending revision to §155.9401.H.5 to reinsert this measurement.

The proposed revisions to Chapter 100, Streets and Sidewalks are being presented to this Board as a courtesy. Staff is, however, requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

# CHAPTER 100: STREETS AND SIDEWALKS

**§ 100.01 MINIMUM RIGHT-OF-WAY.**

(A) The City Commission shall not accept any street right-of-way as a public street whether by dedication in a plat or by deed or other instrument unless it complies with the applicable following minimum width.

~~(A)(1)~~ The width of a right-of-way of all the following streets shall be not less than 60 feet: designated as business streets, through streets, or boulevards shall be not less than 60 feet.

(a) Business Streets

(b) Through Streets

(c) Boulevards

(d) Primary Streets

(e) Local, Collector, Minor Arterial and Principal Arterial streets which are within or abutting a non-residential base zoning district

~~(B)~~ The right of way of all streets designated as primary streets shall be not less than 60 feet.

~~(C)(2)~~ The width of a right-of-way of all the following streets shall be not less than 50 feet: designated as secondary or residential streets shall be not less than 50 feet.

(a) Secondary Streets

(b) Residential Streets

(c) Local, Collector, Minor Arterial and Principal Arterial streets which are within or abutting a residential base zoning district and/or Residential Planned Unit Development.

~~(D)(3)~~ The right-of-way of all double-lane streets with a parkway in the center shall be not less than 75 feet, including the parkway.

~~(E)(4)~~ The width of all alleys shall be not less than 16 feet.

(B) Certain arterial thoroughfares of the city are hereby designated and determined to have a greater width than that listed in section (A) above, and no building or structure shall be erected or located upon any property abutting these streets and avenues closer to the center line of these streets than one-half of the indicated and designated width of these streets. The thoroughfares and the required right-of-way is listed in Table 100.01(B), below.

**Table 100.01(B): Arterial Thoroughfares with Required ROW Width**

<u>Street Name</u>	<u>Starting Point</u>	<u>Ending Point</u>	<u>Required ROW width in Feet</u>
<u>Andrews Ave</u>	<u>SW 3<sup>rd</sup> St (Racetrack Rd)</u>	<u>South City Limits</u>	<u>106</u>
<u>Andrews Ave</u>	<u>SW 3<sup>rd</sup> St (Racetrack Rd)</u>	<u>North City Limits</u>	<u>110</u>
<u>Atlantic Blvd</u>	<u>Federal Hwy (US1)</u>	<u>SR A1A</u>	<u>110</u>
<u>Atlantic Blvd</u>	<u>Florida's Turnpike</u>	<u>Federal Hwy (US1)</u>	<u>120</u>
<u>Atlantic Blvd Extension (NW 31<sup>st</sup> Ave)</u>	<u>Atlantic Blvd</u>	<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>106</u>
<u>Blount Rd</u>	<u>Copans Rd</u>	<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>80</u>
<u>Blount Rd</u>	<u>Copans Rd</u>	<u>Sample Rd</u>	<u>84</u>
<u>Copans Rd</u>	<u>Federal Hwy (US 1)</u>	<u>I-95</u>	<u>106</u>

<u>Copans Rd</u>	<u>I-95</u>	<u>Florida's Turnpike</u>	<u>110</u>
<u>Cypress Rd</u>	<u>Atlantic Blvd</u>	<u>South City Limits</u>	<u>80</u>
<u>Dixie Hwy (State Rd 811)</u>	<u>South City Limits</u>	<u>North City Limits</u>	<u>80</u>
<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>Dixie Hwy</u>	<u>NW 27<sup>th</sup> Ave</u>	<u>80</u>
<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>NW 27<sup>th</sup> Ave</u>	<u>Florida's Turnpike</u>	<u>106</u>
<u>Federal Hwy (U.S. 1)</u>	<u>South City Limits</u>	<u>North City Limits</u>	<u>Existing Widths or 120 feet, whichever is greater</u>
<u>McNab Road (SE 15<sup>th</sup> St / SW 15<sup>th</sup> St)</u>	<u>Federal Hwy (US 1)</u>	<u>SW 7<sup>th</sup> Avenue</u>	<u>80</u>
<u>McNab Road (SW 15<sup>th</sup> St)</u>	<u>Dixie Hwy</u>	<u>SW 31<sup>st</sup> Ave</u>	<u>106</u>
<u>NE 2<sup>nd</sup> Ave</u>	<u>Atlantic Blvd</u>	<u>NE 3<sup>rd</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 3<sup>rd</sup> Ave</u>	<u>Copans Rd</u>	<u>Sample Rd</u>	<u>80</u>
<u>NE 10<sup>th</sup> St</u>	<u>Dixie Hwy</u>	<u>Federal Hwy (US 1)</u>	<u>106</u>
<u>NE 11<sup>th</sup> Ave</u>	<u>Atlantic Blvd</u>	<u>NE 10<sup>th</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 14<sup>th</sup> St</u>	<u>Federal Hwy (US 1)</u>	<u>SR A1A</u>	<u>100</u>
<u>NE 23<sup>rd</sup> Ave</u>	<u>NE 14<sup>th</sup> St</u>	<u>NE 24<sup>th</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 26<sup>th</sup> Ave (Harbor Dr)</u>	<u>Atlantic Blvd.</u>	<u>NE 14<sup>th</sup> St</u>	<u>Existing Widths or 70 feet, whichever is greater</u>
<u>NE 48<sup>th</sup> and NE 49<sup>th</sup> St</u>	<u>Dixie Hwy</u>	<u>Federal Hwy (US 1)</u>	<u>106</u>
<u>NW 6<sup>th</sup> Ave (Blanche Ely Ave)</u>	<u>Atlantic Blvd</u>	<u>NW 15<sup>th</sup> St</u>	<u>60</u>
<u>NW 15<sup>th</sup> St</u>	<u>I-95</u>	<u>Dixie Hwy ( SR 811)</u>	<u>60</u>
<u>NW 15<sup>th</sup> St</u>	<u>Powerline Rd</u>	<u>I-95</u>	<u>80</u>
<u>NW 27<sup>th</sup> St</u>	<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>Atlantic Blvd.</u>	<u>Existing Widths or 50 feet, whichever is greater</u>
<u>Powerline Rd</u>	<u>Sample Rd</u>	<u>McNab Rd</u>	<u>144</u>
<u>Sample Rd</u>	<u>I-95</u>	<u>Federal Hwy (US 1)</u>	<u>120</u>
<u>Sample Rd</u>	<u>Florida's Turnpike</u>	<u>I-95</u>	<u>200</u>

<u>SE 11<sup>th</sup> Ave</u>	<u>Pompano Canal</u>	<u>Atlantic Blvd.</u>	<u>70</u>
<u>State Road A1A (Ocean Blvd.)</u>	<u>Terra Mar Dr</u>	<u>North City Limits</u>	<u>80</u>
<u>State Road A1A (Ocean Blvd.)</u>	<u>Terra Mar Dr</u>	<u>South City Limits</u>	<u>106</u>
<u>SW 3<sup>rd</sup> St (Racetrack Rd / John Knox Blvd)</u>	<u>I-95</u>	<u>Cypress Rd</u>	<u>110</u>
<u>SW 3<sup>rd</sup> St (Racetrack Rd / Pompano Park Place)</u>	<u>Powerline Rd (Pompano Parkway)</u>	<u>I-95</u>	<u>106</u>
<u>SW 46th Ave</u>	<u>McNab Rd</u>	<u>Florida's Turnpike</u>	<u>106</u>

(C) Property owners required to dedicate required right-of-way in accordance with Zoning Code §155.5704 shall only be required to dedicate half of the applicable right-of-way width to the center line of the street.

# CHAPTER 155: ZONING

## ARTICLE 5: DEVELOPMENT STANDARDS

\*\*\*

### PART 7: LOTS

\*\*\*

#### § 155.5704. FRONTAGE AND ACCESS

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~~C. All local, collector, minor arterial and principal arterial streets which are within or abutting a residential base zoning district, including Residential Planned Unit Development, shall have a minimum width of 50 feet per § 100.01(A) or (B), as applicable.~~

~~1. All property with a residential zoning district including Residential Planned Unit Development, which abuts a local, collector, minor arterial and principal arterial street(s) shall not erect a building or structure closer than 25 feet half of the applicable right-of-way width to the center line of the street(s).~~

~~2. All lots subject to a Plat, Rezoning, or Major Site Plan approval, as well as lots not subject to Major Site Plan approval but are developing a new structure or increasing an existing structure by 50% of the existing gross floor area, shall dedicate the required right-of-way.~~

~~D. All local, collector, minor arterial and principal arterial streets which are within or abutting a non-residential base zoning district shall have a minimum width of 60 feet.~~

~~1. All property with a nonresidential zoning district which abuts a local, collector, minor arterial and principal arterial street(s) shall not erect a building or structure closer than 30 feet to the center line of the street(s).~~

~~2. All lots subject to a Plat, Rezoning, or Major Site Plan approval, as well as lots not subject to Major Site Plan approval but are developing a new structure or increasing an existing structure by 50% of the existing gross floor area, shall dedicate the required right-of-way.~~

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## ARTICLE 9: DEFINITIONS AND INTERPRETATION

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### PART 4: MEASUREMENT, EXCEPTIONS, AND VARIATIONS OF INTENSITY AND DIMENSIONAL STANDARDS

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#### 155.9401. MEASUREMENT

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##### H. Yard Setback

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##### 3. Measured from Future Street Right-of-Way

Where city-adopted plans, including § 100.01 of the Code of Ordinances, call for the future widening of the street right-of-way abutting a lot and identify the future right-of-way boundary (e.g., by delineating the boundary or establishing its distance from the street's centerline), the minimum front yard setback on the lot shall be measured from the future right-of-way boundary (See Figure 155.9401.H.3, Front Yard Abutting Future Right-of-Way.).

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##### 5. Cul-De-Sac Setback.

Where a cul-de-sac occurs at the end of a street, buildings fronting thereon shall be set back from the extended center line a distance equal to half the amount of the width of the ultimate right-of-way plus the distance of the minimum required front yard.

or outer courts, or other open spaces, than or in any other manner to contravene the provisions specified herein for the district in which the building is located. No part of a yard or other open space required about any building for the purpose of complying with the provisions of this chapter shall be included as a part of a yard or other open space similarly required for another building.

(B) Lands annexed into the city shall be given a zoning designation equivalent to the zoning designation that the land carried with Broward County prior to annexation. The county zoning designation shall be set forth in the ordinance annexing any such property with the finding of fact by the City Commission of the similar city zoning classification. If lands are annexed into the city by action of the state legislature, the lands so annexed shall retain their county zoning designation until the city zoning designations are assigned to the lands by specific action of the City Commission by ordinance.

('58 Code, § 50.08) (Ord. 664, passed - - ; Am. Ord. 664-AG, passed 9-8-59; Am. Ord. 64-78, passed 5-19-64; Am. Ord. 76-13, passed 12-2-75; Am. Ord. 2010-32, passed 6-22-10) Penalty, see § 10.99

### **§ 155.009 SPECIAL SETBACK REGULATIONS.**

Cul-De-Sac. Where a cul-de-sac occurs at the end of a street, buildings fronting thereon shall be set back from the extended center line a distance equal to half the amount of the width of the ultimate right-of-way plus the distance of the minimum required front yard.

(Ord. 91-63, passed 6-25-91)

### **§ 155.010 MODIFICATION OF DEVELOPMENT STANDARDS.**

(A) Purpose. This section is established to provide standards and procedures for the granting of administrative modifications of development standards. The Modification of Standards is specifically intended to promote high standards of site design; provide flexibility in the administration of standards in recognition of site specific conditions, and to establish conditions to insure compatibility where standards are modified.

(B) Relationship to Comprehensive Plan. This section furthers objective 01.05.00: Encourage the use of innovative land development regulations.

(C) Application. Modification of standards shall apply to the below enumerated structures and design elements. However, buildings or structures erected without a building permit or design elements installed without proper city approval shall not be eligible for Modification of Standards.

(1) Principal Building Setbacks. Deviations up to 20% of the setback requirement may be allowed. In no case shall a required side yard be less than five feet. No modification of the required setback to a canal, waterway or permanent line of vegetation shall be permitted.

(2) Residential Accessory Structure Setbacks. Deviations up to 20% of the setback requirement may be allowed; however, no modification of the required setback to a canal, waterway or permanent line of vegetation shall be permitted.

(3) Fence Height. Deviations up to one foot may be allowed; however, obstructions to the

## ARTERIAL STREETS

### § 155.140 MASTER ARTERIAL STREET PLAN MAP.

The master arterial street plan map of the city, approved by resolution of the City Commission on August 13, 1957, is by reference made a part of this section. For the purpose of promoting the health, safety, and general welfare of the community, and to lessen congestion in the streets; secure safety from fire, panic, storm, hurricane, or other causes; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to provide adequate facilities for transportation, parking, water, and sewage; and to conserve the value of buildings and encourage the most appropriate use of lands, the new street lines so established and indicated on the master arterial street plan and also additional streets, avenues, and thoroughfares, are hereby considered and determined to be the existing street lines of the streets, and the use of the lands is zoned accordingly.

('58 Code, § 50.54) (Ord. 664, passed - - )

### § 155.141 SETBACK REQUIREMENTS; STREET WIDTHS.

(A) Certain arterial thoroughfares of the city are hereby designated and determined to have a greater width than 50 feet, and no building or structure shall be erected or located upon any property abutting these streets and avenues closer to the center line of these streets than one-half of the indicated and designated width of these streets. The dedicated portion and use portion of the following streets, avenues, and public ways, if any, shall constitute a portion of the street right-of-way. The City Engineer shall determine and fix the exact locations of the streets, avenues, and public ways.

<i>Arterial Street Description</i>	Width in Feet
(1) State Road A1A (Ocean Boulevard) from the south city limits to the north city limits.	80
(2) N.E. 26th Avenue (also known as Harbor Drive) from Atlantic Boulevard to N.E. 14th Street	Existing widths 70 min.
(3) N.E. 23rd Avenue from N.E. 14th Street to N.E. 24th Street	Existing widths 60 min.
(4) Federal Highway (U.S. 1) from the south city limits to the north city limits	Existing widths 120 min.
(5) S.E. 11th Avenue from the Pompano Canal to Atlantic Boulevard (State Road 814)	70
(6) N.E. 11th Avenue from Atlantic Boulevard (State Road 814) to N. E. 10th Street	Existing widths 60
(7) N.E. 2nd Avenue from Atlantic Boulevard (State Road 814) to N.E. 3rd Street	Existing widths 60

(8) Old Dixie Highway (State Road 811) from south city limits to north city limits	80
(9) N.W. 6th Avenue (also known as Blanche Ely Avenue) from Atlantic Boulevard to N.W. 15th Street	60
(10A) Andrews Avenue from S.W. 3rd Street (also known as Racetrack Road) to Sample Road	110
(10B) Andrews Avenue from S.W. 3rd Street to south city limits	106
(11A) Copans Road from Federal Highway (U.S. 1) to I-95	106
(11B) Copans Road from I-95 to Florida's Turnpike	110
(12) N.E. 14th Street from Federal Highway (U.S. 1) to S.R. A1A	100
(13A) N.W. 15th Street from Powerline Road to I-95	80
(13B) N.W. 15th Street from I-95 to North I-95 to North Dixie Highway (State Road 811)	60
(14) N. E. 10th Street from the Old Dixie Highway (State Road 811) eastward to Federal Highway (U.S. 1)	106
(15A) 15A) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from Dixie Highway (State Road 811), to N.W. 27th Avenue	80
(15B) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from N.W. 27th Avenue to Florida's Turnpike	106
(16) Atlantic Boulevard extension (N.W. 31st Avenue) from Atlantic Boulevard to Dr. Martin Luther King, Jr. Boulevard/Hammondville Road	106
(17A) Atlantic Boulevard (State Road 814) from Florida's Turnpike to to Federal Highway (U.S. 1)	120
(17B) Atlantic Boulevard State Road 814) from Federal Highway (U.S. 1) to S.R. A1A	110
(18A) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place) from Pompano Parkway (also known as Powerline Road) to I-95	106
(18B) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place and also known as John Knox Boulevard) from I-95 to Cypress Road	110
(19) Cypress Road from Atlantic Boulevard (State Road 814) to south city limits	80
(20A) That portion of S.E.15th Street and S.W. 15th Street (also known as McNab Road) from South Federal Highway (U.S. 1) to S.W. 7th Avenue	80

(20B) S.W. 15th Street (also known as McNab Road) from Dixie Highway to S.W. 46th Avenue	106
(21A) Sample Road from Florida's Turnpike to I-95	200
(21B) Sample Road from I-95 to Federal Highway (U.S. 1)	120
(22) Powerline Road from Sample Road to McNab Road	144
(23) N.W. 27th Avenue from Dr. Martin Luther King, Jr. Boulevard/Hammondville Road to Atlantic Boulevard	Existing widths 50
(24) S.W. 46th Avenue from McNab Road to Florida's Turnpike	106
(25A) Blount Road from Copans Road to Sample Road	84
(25B) Blount Road from Copans Road to Dr. Martin Luther King, Jr. Boulevard	80
(26) N.E. 3rd Avenue from Copans Road to Sample Road	80
(27) N.E. 48th/N.E. 49th Streets from North Dixie Highway to Federal Highway (U.S. 1)	106

(B) All street, avenues or other public ways, but not alleys, which have a residential zoning shall have a minimum width of 50 feet. All residentially zoned property abutting the street, avenue or other public way shall not erect a building or structure closer than 25 feet to the center line of these streets.

(C) All streets, avenues or other public ways, but not alleys, which have a commercial or industrial zoning shall have a minimum width of 60 feet. All commercially or industrially zoned property abutting the street, avenue or other public way shall not erect a building or structure closer than 30 feet to the center line of these streets.

('58 Code, § 50.55) (Ord. 664, passed - - ; Am. Ord. 72-46, passed 6-20-72; Am. Ord. 73-68, passed 8-21-73; Am. Ord. 75-1, passed 10-15-74; Am. Ord. 91-63, passed 6-25-91; Am. Ord. 94-28, passed 3-22-94; Am. Ord. 95-78, passed 7-11-95; Am. Ord. 2005-44, passed 4-12-05) Penalty, see § 10.99

***Cross-reference:***

*Minimum street widths, minimum street right-of-way and paving width, see §§ 100.01 and 100.24*

**§ 155.142 (RESERVED).**

**§ 155.143 (RESERVED).**



# MEMORANDUM

## Development Services

ADMINISTRATIVE MEMORANDUM NO. 15-078

DATE: February 19, 2015

TO: Dennis Beach, City Manager

VIA: Robin M. Bird, Director of Development Services *RB*

FROM: Karen Friedman, AICP, Planner *KBF*

RE: NE 48<sup>th</sup>/ 49<sup>th</sup> Street

In conjunction with the proposed §100.01.B, Staff was contacted by the Highland Civic Association to regarding NE 48<sup>th</sup>/ 49<sup>th</sup> Street. This memo includes Staff's analysis, as well as Staff's recommendation.

### BACKGROUND

#### Proposed §100.01.B

Staff drafted text amendments to Ch 100, Streets and Sidewalks, which seeks to create §100.01.B. This new code section will include a list of thoroughfares with a greater right-of-way width. Since 1957, the Zoning Code has included a list of thoroughfares with greater right-of-way width required. The majority of the listed roadways are also Broward County Trafficways. The Broward County Trafficways Plan shows the location of thoroughfare and lists the required right-of-way width (**Attachment #1**). Since the Zoning Code regulates private property, Staff is proposing to insert the list in Ch. 100, and more specifically into § 100.01, Minimum Right-Of-Way. The proposed list contains the same streets / avenues and widths as previously found in old zoning code §155.141 (**Attachment #2**).

#### Request from Highlands Civic Improvement Association

While not required to be reviewed by the Planning and Zoning Board, the proposed text amendments to §100.01.B are related to text amendments to the Zoning Code, and therefore were reviewed by the Planning and Zoning Board at their January 28, 2015 hearing as a courtesy. On the morning of the January 28, 2015 Planning and Zoning Board hearing, Staff received an email from Walter Syrek, on behalf of the Pompano Beach Highlands Civic Improvement Association. In his emails Mr Syrek expressed his concern over the inclusion of NE 48<sup>th</sup>/49<sup>th</sup> Street in the list of streets for proposed §100.01.B. He advised that NE 48<sup>th</sup>/49<sup>th</sup> Street has an existing right-of-way of 70 feet. He was concerned that the table in §100.01.B states the required right-of-way for NE 48<sup>th</sup>/49<sup>th</sup> Street is 106 ft. He advised he had reached out to the County to have this roadway removed form the Trafficway Plan. He expressed a concern that by including this roadway in the proposed list in §100.01.B was counterproductive to his request. Staff advised that since the Broward County Trafficway Plan requires NE 48<sup>th</sup>/49<sup>th</sup> Street to have a 106 ft right-of-way, it would be misleading and inaccurate for the roadway to not be in the proposed list. (**emails are Attachment #3**)

#### Broward County Trafficway Plan

The Broward County Trafficway Plan is a plan to preserve future right-of-way. As previously mentioned, the Plan sets the minimum right-of-way for each listed roadway. NE 48<sup>th</sup>/49<sup>th</sup> Street is designated an Arterial Roadway with a 106 ft right-of-way.. The County allows cities to apply to have roadways

removed from the Trafficway Plan. Cities may also request to keep a roadway on the Trafficway Plan, but to amend the roadways classification.

### ANALYSIS

#### Visual Analysis

In order to analyze the Highlands Civic Improvement Association's concern regarding the 106 ft right-of-way requirement, staff has reviewed existing and proposed conditions.

Staff reviewed the city's plat maps of the NE 48<sup>th</sup>/49<sup>th</sup> Street. Plat map #227 includes the majority of the residential portion of the roadway. The platted right-of-way is 70 feet (**Attachment #4**). This portion of the street is a two lane roadway, with 12 foot lanes. With only 24 feet paved, the remainder of the right-of-way is swale and sidewalk.

Plat Map #228 is the nonresidential portion of the roadway and has a platted right-of-way which varies from 70 ft to 93 ft. (**Attachment #5**).

Additionally, the city engineer's office overlaid a 106 ft right-of-way onto an aerial of NE 48<sup>th</sup>/49<sup>th</sup> Street. The aerial shows that the resulting right-of-way would significantly encroach into abutting property's including into some existing structures (**Attachment #6**).

#### Regional Roadway

While a significant portion of NE 48<sup>th</sup>/49<sup>th</sup> Street within the city limits is residential street in an existing residential neighborhood, it is a regional roadway. As can be seen in attachment #1, NE 48<sup>th</sup>/49<sup>th</sup> Street becomes Wiles Road and extends all the way to the Sawgrass Expressway. Regional roadways are almost always maintained on the Trafficways Plan.

#### Planned Roadway Improvements

An additional consideration for Staff's analysis is planned roadway improvements for NE 48<sup>th</sup> / 49<sup>th</sup> Street. As part of a larger bike lane project, which would extend from Powerline Road to Federal Highway, the Broward MPO has a bike lane planned for NE 48<sup>th</sup> / 49<sup>th</sup> Street. This project was identified in the Broward MPO's Long Range Transportation Plan (LRTP) as a priority bicycle facility. The Florida Department of Transportation conducted an initial assessment of this project based on the addition of a bike lane and found no "fatal flaws." Should the city support this project, the project would be programmed for design in FY 2016/2017 and for Construction in FY 2018/2019 (which means construction could begin as early as October 2018). In order to build a five foot wide bike lane on both sides of the street, the project includes narrowing the existing lanes from 12 feet wide to 10 feet wide, and increasing the paved right of way three to four feet on both sides.

#### Planning and Zoning Board Recommendation

At their January 28, 2015 hearing, the Planning and Zoning Board received a copy of the previously mentioned emails. The Planning and Zoning Board discussed the issue and made a formal recommendation for the City Commission to initiate a Broward County Trafficways Plan Amendment to remove NE 48<sup>th</sup> / NE 49<sup>th</sup> Street from the plan due to the residential nature of the street (**Attachment #7**).

# MEMORANDUM

## Development Services

### RECOMMENDATION

#### Staff's Recommendation

Based on Staff's visual analysis of existing and proposed conditions, Staff supports the Highlands Civic Association's assertion that the prescribed 106ft right-of-way is not appropriate for NE 48<sup>th</sup>/49<sup>th</sup> Street. However, due to the regional nature of the roadway and planned improvements, Staff does not believe an application to remove NE 48<sup>th</sup>/49<sup>th</sup> Street from the Trafficways Plan would be approved. Therefore Staff recommends the City, on behalf of the Highlands Civic Association, file an application to amend the designation for NE 48<sup>th</sup>/49<sup>th</sup> Street from 106 foot Arterial to 70 foot Collector.

Further, until such time that NE 48<sup>th</sup>/49<sup>th</sup> Street's designation is amended (or NE 48<sup>th</sup>/49<sup>th</sup> Street is removed from the Trafficways Plan), Staff recommends the 106ft right-of-way is accurately listed in the proposed §100.01.B.

#### Application Fees and Additional Costs

In 2008, in conjunction with the Voluntary Declaration of Restrictive Covenants for the Shoal Creek (aka Vintage Park) Project, the Highlands Civic Association received \$55,000.00 to "help foster neighborhood improvements including \$10,000.00 to fund a traffic study and \$10,000.00 to help establish the proposed neighborhood dog park". (**Attachment #8**) Staff believes that the costs associated with the application fee (\$6,798.00) and well as the fees for the required traffic studies, are consistent with the intent of the monies received by the civic association.

2#

# BROWARD COUNTY TRAFFICWAYS PLAN

**LEGEND**

Classification	Symbol	R/W
Limited Access/Controlled	—	325'
Arterial	—	200'
	—	144'
	—	120'
	—	110'
	—	106'
Collector	—	100'
	—	94'
	—	80'
	—	70'
One-Way-Pair	—	54'
	—	42'
Irregular Designation	—	0.0'
Context Sensitive Corridor	—	Subject to Specific Plans

**AREA PLANNING BOARD Adoption Dates**

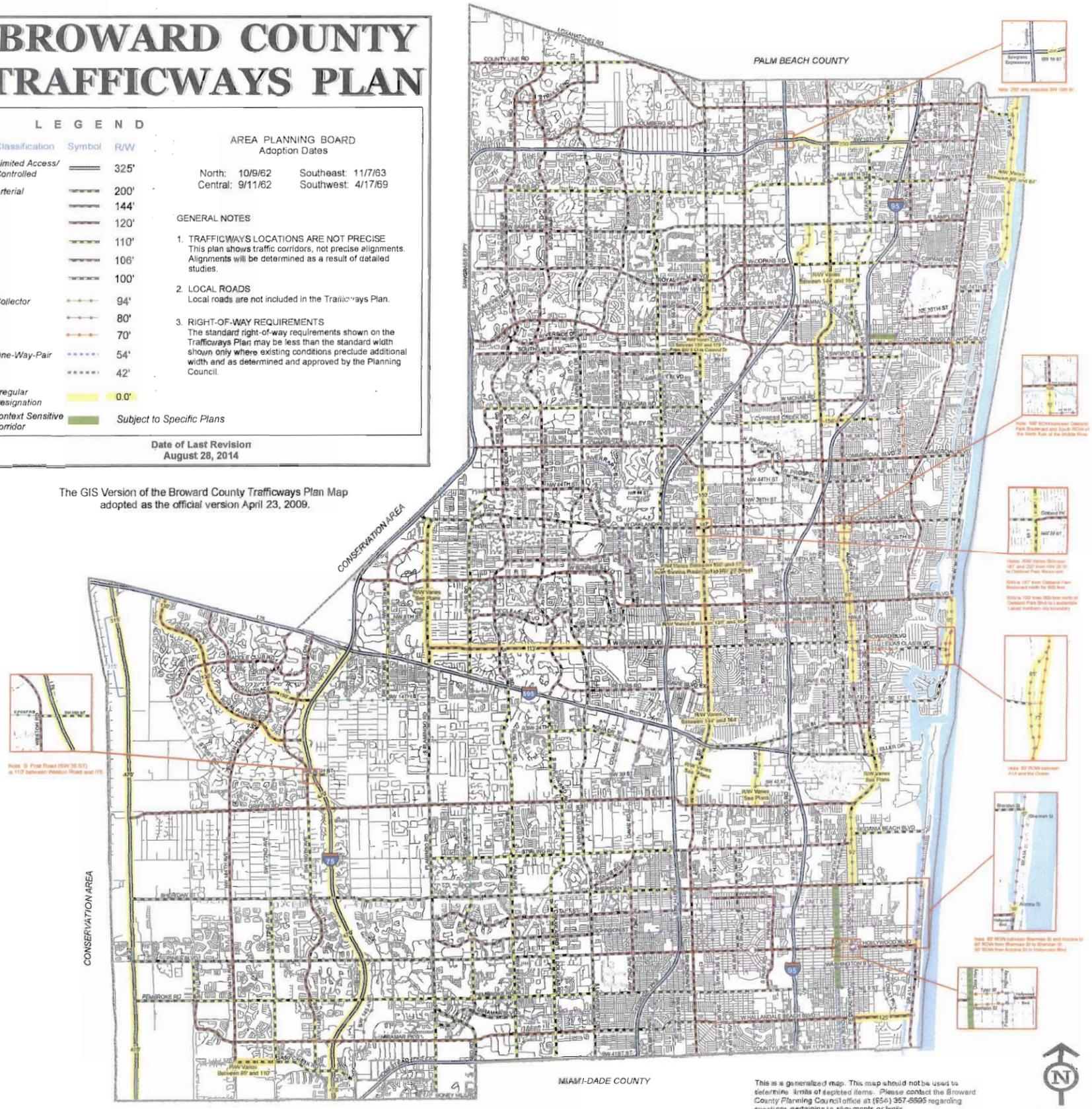
North: 10/9/62	Southeast: 11/7/63
Central: 9/11/62	Southwest: 4/17/69

**GENERAL NOTES**

1. TRAFFICWAYS LOCATIONS ARE NOT PRECISE  
This plan shows traffic corridors, not precise alignments. Alignments will be determined as a result of detailed studies.
2. LOCAL ROADS  
Local roads are not included in the Trafficways Plan.
3. RIGHT-OF-WAY REQUIREMENTS  
The standard right-of-way requirements shown on the Trafficways Plan may be less than the standard width shown only where existing conditions preclude additional width and as determined and approved by the Planning Council.

Date of Last Revision  
August 28, 2014

The GIS Version of the Broward County Trafficways Plan Map adopted as the official version April 23, 2009.



Note: 15' Right of Way (RW) 20' ST, as 112' between Weston Road and I-75

Note: 100' RW between SW 15th St and Broward Expressway

Note: 100' RW between SW 15th St and SW 10th St

Note: 100' RW between SW 15th St and SW 10th St

Note: 100' RW between SW 15th St and SW 10th St

Note: 100' RW between SW 15th St and SW 10th St

Note: 100' RW between SW 15th St and SW 10th St

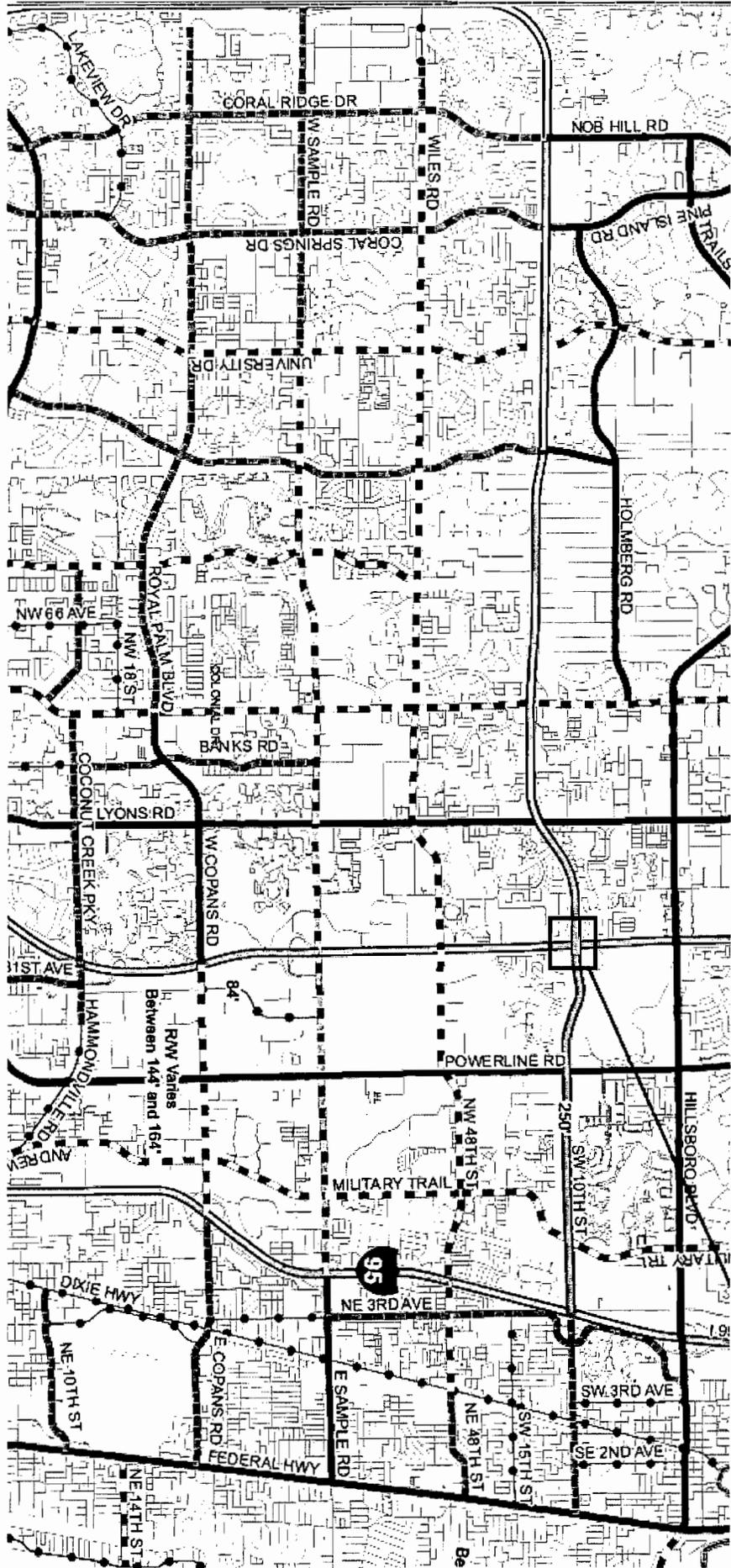
Note: 100' RW between SW 15th St and SW 10th St

This is a generalized map. This map should not be used to determine limits of depicted items. Please contact the Broward County Planning Council office at (954) 357-5895 regarding questions pertaining to alignments or limits.

North Arrow  
Not to Scale  
For Informational  
Purposes Only

#1

SAWGRASS EXPY



# 2

# 1

avenues, and thoroughfares, are hereby considered and determined to be the existing street lines of the streets, and the use of the lands is zoned accordingly.  
 ('58 Code, § 50.54) (Ord. 664, passed --)

**§ 155.141 SETBACK REQUIREMENTS; STREET WIDTHS.**

(A) Certain arterial thoroughfares of the city are hereby designated and determined to have a greater width than 50 feet, and no building or structure shall be erected or located upon any property abutting these streets and avenues closer to the center line of these streets than one-half of the indicated and designated width of these streets. The dedicated portion and use portion of the following streets, avenues, and public ways, if any, shall constitute a portion of the street right-of-way. The City Engineer shall determine and fix the exact locations of the streets, avenues, and public ways.

<i>Arterial Street Description</i>	<i>Width in Feet</i>
(1) State Road A1A (Ocean Boulevard) from the south city limits to the north city limits.	80
(2) N.E. 26th Avenue (also known as Harbor Drive) from Atlantic Boulevard to N.E. 14th Street	Existing widths 70 min.
(3) N.E. 23rd Avenue from N.E. 14th Street to N.E. 24th Street	Existing widths 60 min.
(4) Federal Highway (U.S. 1) from the south city limits to the north city limits	Existing widths 120 min.
(5) S.E. 11th Avenue from the Pompano Canal to Atlantic Boulevard (State Road 814)	70
(6) N.E. 11th Avenue from Atlantic Boulevard (State Road 814) to N. E. 10th Street	Existing widths 60

<i>Arterial Street Description</i>	<i>Width in Feet</i>
(7) N.E. 2nd Avenue from Atlantic Boulevard (State Road 814) to N.E. 3rd Street	Existing widths 60
(8) Old Dixie Highway (State Road 811) from south city limits to north city limits	80
(9) N.W. 6th Avenue (also known as Blanche Ely Avenue) from Atlantic Boulevard to N.W. 15th Street	60
(10A) Andrews Avenue from S.W. 3rd Street (also known as Racetrack Road) to Sample Road	110
(10B) Andrews Avenue from S.W. 3rd Street to south city limits	106
(11A) Copans Road from Federal Highway (U.S. 1) to I-95	106
(11B) Copans Road from I-95 to Florida's Turnpike	110
(12) N.E. 14th Street from Federal Highway (U.S. 1) to S.R. A1A	100
(13A) N.W. 15th Street from Powerline Road to I-95	80
(13B) N.W. 15th Street from I-95 to North I-95 to North Dixie Highway (State Road 811)	60
(14) N. E. 10th Street from the Old Dixie Highway (State Road 811) to Federal Highway (U.S. 1)	106

#2

<i>Arterial Street Description</i>	<i>Width in Feet</i>	<i>Arterial Street Description</i>	<i>Width in Feet</i>
(15A) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from Dixie Highway (State Road 811), to N.W. 27th Avenue	80	(20B) S.W. 15th Street (also known as McNab Road) from Dixie Highway to S.W. 46th Avenue	106
(15B) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from N.W. 27th Avenue to Florida's Turnpike	106	(21A) Sample Road from Florida's Turnpike to I-95	200
(16) Atlantic Boulevard extension (N.W. 31st Avenue) from Atlantic Boulevard to Dr. Martin Luther King, Jr. Boulevard/Hammondville Road	106	(21B) Sample Road from I-95 to Federal Highway (U.S. 1)	120
(17A) Atlantic Boulevard (State Road 814) from Florida's Turnpike to Federal Highway (U.S. 1)	120	(22) Powerline Road from Sample Road to McNab Road	144
(17B) Atlantic Boulevard (State Road 814) from Federal Highway (U.S. 1) to S.R. A1A	110	(23) N.W. 27th Avenue from Dr. Martin Luther King, Jr. Boulevard/Hammondville Road to Atlantic Boulevard	Existing widths 50
(18A) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place) from Pompano Parkway (also known as Powerline Road) to I-95	106	(24) S.W. 46th Avenue from McNab Road to Florida's Turnpike	106
(18B) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place and also known as John Knox Boulevard) from I-95 to Cypress Road	110	(25A) Blount Road from Copans Road to Sample Road	84
(19) Cypress Road from Atlantic Boulevard (State Road 814) to south city limits	80	(25B) Blount Road from Copans Road to Dr. Martin Luther King, Jr. Boulevard	80
(20A) That portion of S.E. 15th Street and S.W. 15th Street (also known as McNab Road) from South Federal Highway (U.S. 1) to S.W. 7th Avenue	80	(26) N.E. 3rd Avenue from Copans Road to Sample Road	80
		(27) N.E. 48th/N.E. 49th Streets from North Dixie Highway to Federal Highway (U.S. 1)	106

(B) All street, avenues or other public ways, but not alleys, which have a residential zoning shall have a minimum width of 50 feet. All residentially zoned property abutting the street, avenue or other public way shall not erect a building or structure closer than 25 feet to the center line of these streets.

#2

(C) All streets, avenues or other public ways, but not alleys, which have a commercial or industrial zoning shall have a minimum width of 60 feet. All commercially or industrially zoned property abutting the street, avenue or other public way shall not erect a building or structure closer than 30 feet to the center line of these streets.

('58 Code, § 50.55) (Ord. 664, passed - - ; Am. Ord. 72-46, passed 6-20-72; Am. Ord. 73-68, passed 8-21-73; Am. Ord. 75-1, passed 10-15-74; Am. Ord. 91-63, passed 6-25-91; Am. Ord. 94-28, passed 3-22-94; Am. Ord. 95-78, passed 7-11-95; Am. Ord. 2005-44, passed 4-12-05) Penalty, see § 10.99

**Cross-reference:**

*Minimum street widths, minimum street right-of-way and paving width, see §§ 100.01 and 100.24*

§ 155.142 (RESERVED).

§ 155.143 (RESERVED).

§ 155.144 (RESERVED).

### RESIDENTIAL DISTRICTS

#### § 155.155 DISTANCE OF RESIDENCE FROM LOT LINE.

In any residential district, no part of any building or structure, principal or accessory (other than a fence, deck or wall, or a building projection such as eaves, as specifically provided for herein), shall be constructed within less than five feet of any lot line. No permitted building projection shall extend to any common lot line closer than four feet. ('58 Code, § 50.51) (Ord. 664, passed - - ; Am. Ord. 91-63, passed 6-25-91; Am. Ord. 99-10, passed 11-10-98) Penalty, see § 10.99

#### § 155.156 SWIMMING POOLS..

In residential districts, the location of swimming pools shall be subject to the following regulations; these regulations shall also apply to spas and hot tubs.

(A) Unenclosed pools or pools enclosed only with an open mesh, shadow box, or basket weave fence may be located in a required side or rear yard, provided the following conditions are met. However, such pools shall not

be located in a required front yard or a required side yard abutting a street.

(1) The pool shall not be located less than five feet from any side or rear lot line.

(2) The pool shall not be placed within a utility or drainage easement.

(3) The measurements shall be taken from the inner edge or water line of the pool.

(B) Any part of a pool which is screened, enclosed, or covered by a roof or enclosed by side walls over six feet in height shall be subject to the limitations on location of a building or structure provided the following conditions are met. However, such pools shall not be placed in any required yard.

(1) Any pool located in a rear yard abutting a waterway shall be located a minimum of 15 feet from the waterway or rear lot line, whichever is the lesser dimension.

(2) The measurements shall be taken from the exterior of a screen enclosure, roof, or walls.

(C) Portable pools which are more than 24 inches in depth shall not be allowed in any required front or street side yard.

('58 Code, § 50.52.1) (Ord. 76-5, passed 12-2-75; Am. Ord. 81-20, passed 12-16-80; Am. Ord. 91-63, passed 6-25-91; Am. Ord. 95-55, passed 4-25-95) Penalty, see § 10.99

### ONE-FAMILY RESIDENTIAL DISTRICTS

#### § 155.157 RS-1 SINGLE-FAMILY RESIDENCE DISTRICT.

(A) Intent. This district is intended to accommodate single-family detached dwellings and compatible community facility uses.

(B) Permitted uses. Single-family detached dwelling.

(C) Special exception uses. Subject to the provisions of §§ 155.080 through 155.084, the following uses are permitted:

(1) Public or private park;

(2) Church and other house of worship;

## Karen Friedman

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**From:** Pompano Highlands <pbhighlands@gmail.com>  
**Sent:** Wednesday, January 28, 2015 1:53 PM  
**To:** Karen Friedman  
**Subject:** Re: Planning and zoning meeting 1/28/2015, Item 6, Right-of-way adoption

ok, thanks

On Wed, Jan 28, 2015 at 12:51 PM, Karen Friedman <[Karen.Friedman@copbfl.com](mailto:Karen.Friedman@copbfl.com)> wrote:

Dear Mr. Syrek –

I understand your concern. While on the P&Z Agenda tonight as a courtesy review, the text amendments to CH 100 are subject to approval by the City Commission.

I anticipate the first reading of the Ordinance will be on the February 24, 2015 agenda.

Please note that since the roadway is currently a Broward County Trafficways, it is still my recommendation that the minimum right-of-way be accurately codified by the city. I believe it would be misleading for the city to infer the required ROW is less than that required by the County (who retains jurisdiction over this roadway). That being said, I will attach all of our correspondence to the agenda item so that your concern and opposition to the amendment is clear.

As to your question regarding the necessity of having minimum ROW standards versus setbacks...

The front setback relates to private property. It regulates how far back from the front property line that a principal structure can be placed. Compliance with setbacks regulations is required for any application.

The minimum ROW relates to public property. It dictates how far from the centerline of the roadway that property must be dedicated to the city. The city requires dedication for all applications for Plat, Rezoning, and Major Site Plan, as well as any application which includes developing a new structure or increasing an existing structure by 50% of the existing gross floor area.

Therefore these two restrictions are not the same.

Please let me know if there is any additional information I can provide,

Karen Friedman, AICP, Planner

**From:** Pompano Highlands [mailto:[pbhighlands@gmail.com](mailto:pbhighlands@gmail.com)]

**Sent:** Wednesday, January 28, 2015 11:20 AM

**To:** Karen Friedman

**Cc:** Robin Bird; Charlotte Burrie; Alessandra Delfico; Jennifer Gomez; Paola West; Kerrie MacNeil; Dennis Beach

**Subject:** Re: Planning and zoning meeting 1/28/2015, Item 6, Right-of-way adoption

Hi, Karen, yes we understand the status of the 48/49 street corridor at the County level, and our association is considering undertaking the traffic ways plan revision as you describe. That goal was the reason of my consultation with County staff back in August. I can put you in touch with county staff so you can hear for yourself their position on this issue.

It appears to me that the practical effect of the city ordinance change proposed would be to prevent someone from erecting a building that encroaches on a right-of-way. If the current residential zoning contains a front set-back restriction, sufficient to achieve the same goal, would that render the RoW issue moot?

I'm sure you can see that incorporation of this minimum RoW by the City at this time would not be helpful to us in any application to change the county traffic ways plan. Our neighborhood association is interested in maintaining the residential character of 48th Street, and believes any road widening will deal a harmful blow to our efforts at improving the community. Please re-consider taking any official action at this time until we can sort out the related issues.

Thank you

Walter Syrek

On Wed, Jan 28, 2015 at 10:29 AM, Karen Friedman <[Karen.Friedman@copbfl.com](mailto:Karen.Friedman@copbfl.com)> wrote:

Dear Mr. Syrek –

Unfortunately NE 48<sup>th</sup> / NE 49<sup>th</sup> Street is a Broward County Trafficway. This distinction means that the roadway, including its minimum width, is under County jurisdiction. The 106 ft minimum ROW is set by the County. Therefore the text amendment is reinsert

Here is the link to the Trafficways Map. <http://gis.broward.org/maps/webPDFs/Pcouncil/trafficways24by24.pdf>

For your convenience I have also included a screen shot of the map and the legend. It is below.

All of this being said, there is a process to remove a roadway from the Trafficways. Here is the link. <http://www.broward.org/PlanningCouncil/Documents/TrafficwaysPlan/appendix2.pdf>

As you will see, the County requires the application to be initiated by the City Commission.

A copy of your email and my responses will be made part of the P&Z Board's record on tonight's item.

Please let me know if I can provide any further information.

# BROWARD COUNTY TRAFFICWAYS PLAN

## LEGEND

Classification	Symbol	R.W.
Limited Access/Controlled		325'
Arterial		200'
		144'
		120'
		110'
		106'
		100'

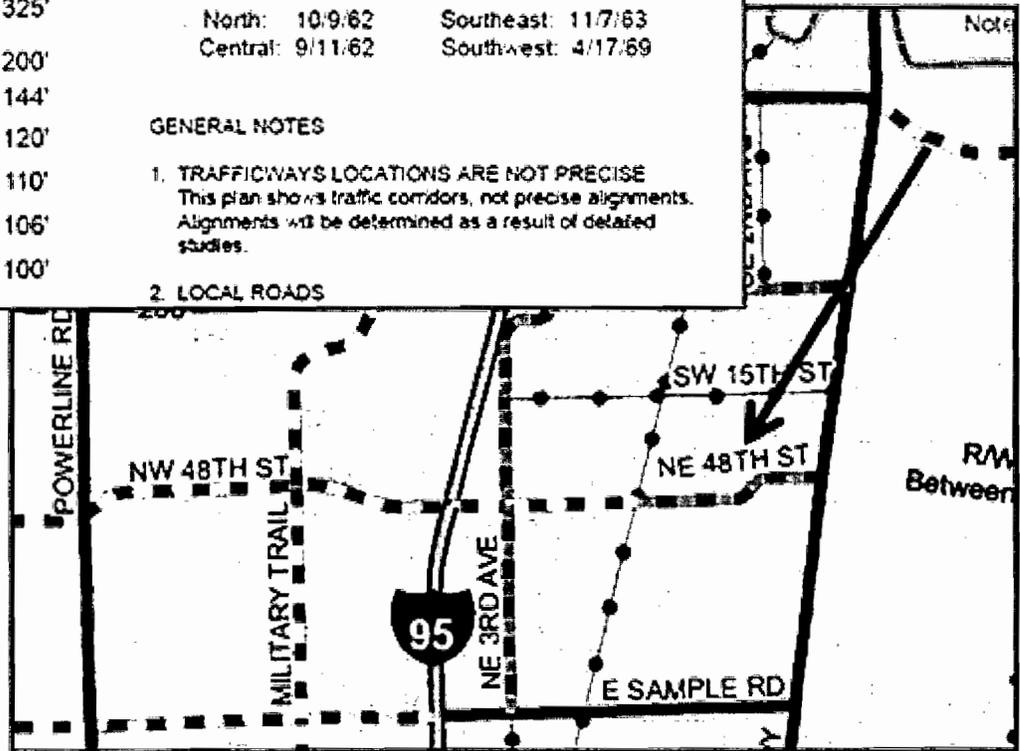
## AREA PLANNING BOARD Adoption Dates

North: 10/9/62      Southeast: 11/7/63  
Central: 9/11/62      Southwest: 4/17/69

### GENERAL NOTES

1. TRAFFICWAYS LOCATIONS ARE NOT PRECISE  
This plan shows traffic corridors, not precise alignments.  
Alignments will be determined as a result of detailed studies.

### 2. LOCAL ROADS



**From:** Karen Friedman  
**Sent:** Wednesday, January 28, 2015 9:34 AM  
**To:** 'Pompano Highlands'  
**Cc:** Robin Bird; Charlotte Burrie; Alessandra Delfico; Jennifer Gomez; Paola West  
**Subject:** RE: Planning and zoning meeting 1/28/2015, Item 6, Right-of-way adoption  
**Importance:** High

Dear Mr. Syrek –

Thank you for sending me your comments and concerns. While the intent of the text amendment was to readopt standards that were previously in the city's code, I am sending your comments to the City Engineer so that we may discuss your concerns promptly.

The text amendments include changes to both Chapter 155 (Zoning Code) as well as Ch 100. The Planning and Zoning Board will review and consider recommendation of the text amendments to CH 155 at their meeting tonight. While the Planning and Zoning Board is reviewing the changes to CH 100 only as a courtesy, I will make sure that the Board receives a copy of your email.

Thank you again for your valuable feedback on this issue,

Karen Friedman, AICP, Planner

**From:** Pompano Highlands [<mailto:pbhighlands@gmail.com>]  
**Sent:** Wednesday, January 28, 2015 9:24 AM  
**To:** Karen Friedman  
**Cc:** Robin Bird; Charlotte Burrie  
**Subject:** Planning and zoning meeting 1/28/2015, Item 6, Right-of-way adoption

Hello Karen,

In your staff memo 14-544, a recommendation is made for the City to adopt minimum right-of-way widths for designated thoroughfares. On page 2 of the memo, the minimum right-of-way width for the NE 48th-49th St corridor is listed as 106 feet.

This east west road bisects the Pompano Beach Highlands neighborhood, and is currently constructed as a two-lane road with a 70-foot right of way. Widening the ROW would require condemnation of about 18 feet of land from the front lawn of all the single-family residences along its length.

I had extensive conversations with Brad Terrier and Matthew Goldstein, both with Broward County, back in August regarding this issue. Both gentlemen confirmed that the County has no plans to widen the road. Mr. Goldstein told me that any such widening was not on the multi-year plan. He expressed surprise when I pointed out to him that the condemnation would bring the edge of the ROW to within feet of each dwelling's front door.

On behalf of the Pompano Beach Highlands Civic Improvement Association, I respectfully request that this designation for 48-49 St. be deleted from the list intended for adoption, until such time as the realities and ramifications of any road widening are thoroughly explored.

Thank you for your attention,

Walter Syrek, Secretary

Pompano Beach Highlands Civic Improvement Assn.

(954) 933-6393

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visit our new website: <http://www.pbhighlands.org>

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visit our new website: <http://www.pbhighlands.org>

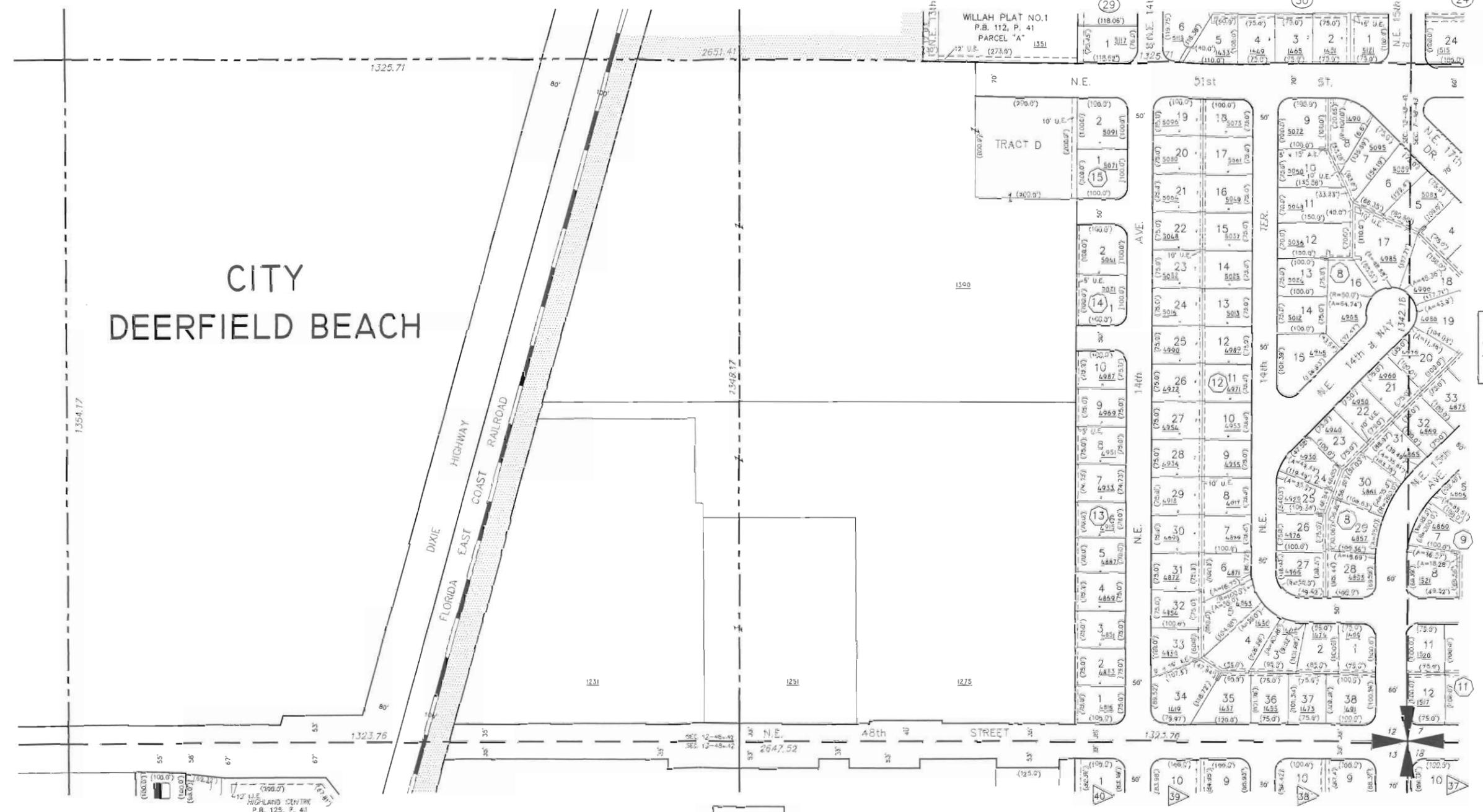
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visit our new website: <http://www.pbhighlands.org>



229

# CITY DEERFIELD BEACH



227

222

- POMPANO BEACH HIGHLANDS 2nd SECTION P.B. 36, P. 21 (1955)
- ◡ POMPANO BEACH HIGHLANDS P.B. 34, P. 38 (1954)
- ◡ POMPANO BEACH HIGHLANDS 3rd SECTION P.B. 39, P. 31 (1956)
- FARM STORES PLAT NO. ONE P.B. 88, P. 10 (1976)

REVISED:

DATE	SS
BY	SS
APPROVED	SS
DATE	SS

- NOTES:
- ALL ROUNDED STREET CORNER R/W RADII ARE 25' UNLESS OTHERWISE SPECIFIED.
  - DRAINAGE (D.E.) AND UTILITY (U.E.) EASEMENTS ARE SHOWN AS DASHED LINES, NUMBERS INDICATING TOTAL WIDTH IF ONLY ONE NUMBER SHOWN.
  - STREET ADDRESSES SHOWN THUS: 1234
  - CITY LIMITS SHOWN THUS: (SHADING LIES ENTIRELY OUTSIDE)
  - DISTANCES SHOWN IN ITALICS ARE FROM CHAIRMAN SURVEY (BROWARD CO., 1927). DISTANCES AND ANGLES IN PARENTHESES ARE FROM REGISTERED ENGINEERS AND SURVEYORS.

CITY OF POMPANO BEACH, FLA.  
OFFICE OF CITY ENGINEER  
MAP NO. 226  
PART OF S. 1/2 OF N.E. 1/4 OF  
SEC. 12, TWP. 45 S., R. 42 E  
DRAWN BY: RRM. DATE: 7/1/99  
SCALE: 1" = 100'

#5



Federal Highway

NORTH ↑

#6

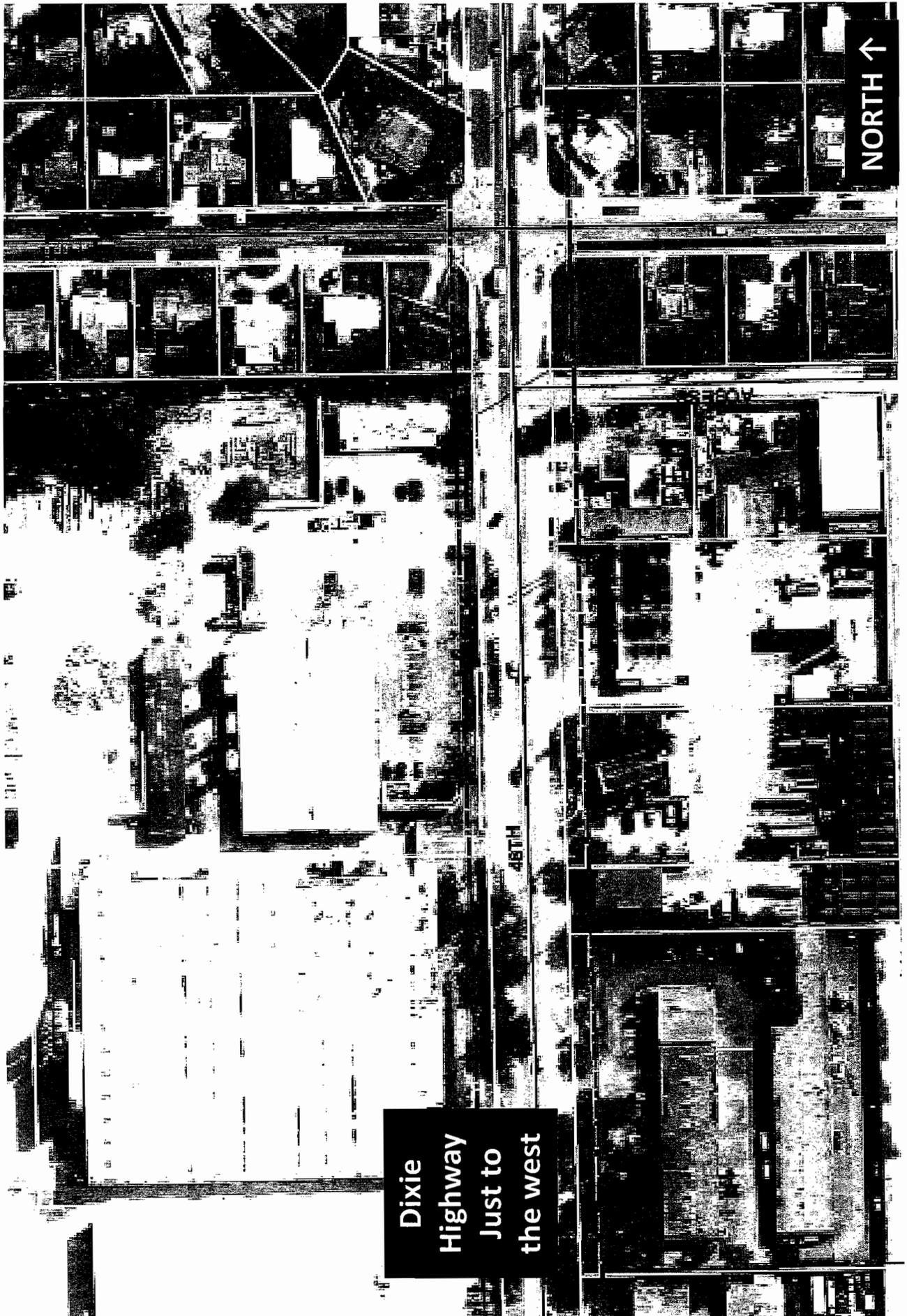


NORTH ←

#10



#6



Dixie  
Highway  
Just to  
the west

NORTH ↑

#6

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY  
MEMORANDUM #15-006**

**DATE:** February 17, 201~~4~~<sup>5</sup>  
**TO:** City Commission  
**FROM:** Planning and Zoning Board/ Local Planning Agency  
**SUBJECT:** Proposed Text Amendments to Zoning Code,  
Minimum Right-of-Way

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on January 28, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to the standards in the Minimum Right-of-Way as set forth in the Department of Development Services Administrative Report 14-544.

Staff recommends revisions to the Zoning Code §155.5704.C, §155.5704.D, and §155.9401.H.3 to cross-reference to §100.01.B.

Staff also recommends revision to §155.9401.H.5 to reinsert the measurement from the old Zoning Code's §155.009 which is used to determine setbacks for properties on a cul-de-sac.

The Planning and Zoning Board recommends that the City Commission initiate a Broward County Trafficways Plan Amendment to remove NE 48<sup>th</sup>/49<sup>th</sup> Street from the plan due to the residential nature of the street.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved.

  
\_\_\_\_\_  
Jim Beeson  
Chairman  
Planning and Zoning Board/ Local Planning Agency

Return to:

Name: Keith M. Poliakoff, Esq.

Address: Becker & Poliakoff, P.A.  
Emerald Lake Corporate Park  
3111 Stirling Road  
Ft. Lauderdale, FL 33312-6525

This Instrument Prepared by:

Keith M. Poliakoff, Esq.  
Becker & Poliakoff, P.A.  
Emerald Lake Corporate Park  
3111 Stirling Road  
Ft. Lauderdale, FL 33312-6525

THIS IS NOT AN OFFICIAL COPY

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this     <sup>th</sup> day of December, 2007, by SHOAL CREEK PROPERTIES -- POMPANO LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant", having an address of 555 South Federal Highway, Suite 330, Boca Raton, Florida 33432, shall be for the benefit of Broward County Florida, a political subdivision of the State of Florida, with a post office address of 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("County").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of land generally located west of US1/Federal Highway and south of Northeast 48<sup>th</sup> Street, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant has made an application to the County for approval of a land use plan amendment ("Amendment") to change the designation of the Property from Irregular (21) Residential designation to Irregular (36) Residential; and

WHEREAS, Declarant has offered to enter into this Declaration to restrict the utilization of the Property; and

WHEREAS, Declarant agrees to grant this Declaration to the County, and the County agrees to accept this Declaration in order to place certain restrictions on the development of the Property

2

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NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the terms and conditions and restrictions set forth in this Declaration, all of which shall run with the Property and any part thereof and shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

1. Recitals. The foregoing recitations are true and correct and are incorporated into this Declaration by reference.

2. Tree Relocation and Additional Canopy. The Declarant shall relocate viable trees from the Property into the northern portion of the North Broward Park, and shall provide additional shade trees on the northern portion of the North Broward Park, as needed, and as approved by the City Commission of the City of Pompano Beach. Further, the Declarant shall work with the City of Pompano Beach and shall provide additional vegetation, as approved by the City Commission of the City of Pompano Beach, to create a littoral zone surrounding the North Broward Park lake following the Broward County NatureScape guidelines.

3. Neighborhood Improvements. The Declarant agrees to contribute Fifty-Five Thousand Dollars (\$55,000.00) to the community to help foster neighborhood improvements, including contributing Ten Thousand Dollars (\$10,000.00) to help fund a traffic study and Ten Thousand Dollars (\$10,000.00) to help establish the proposed neighborhood dog park.

4. NatureScape Broward Certified. The Declarant agrees that the Property shall obtain a Broward NatureScape Certification.

5. Corridor Study. The Declarant agrees that its site plan will implement the principles of the Federal Highway Corridor Study prepared by The Mellgren Planning Group in 2006.

6. North Broward Park Access. The Declarant agrees to provide gated access to the North Broward Park from the Property.

7. Emergency Access. The Declarant agrees that its west side access shall only be utilized for emergency vehicles.

8. Height. The Declarant agrees that the height immediately adjacent to Federal highway shall not exceed five (5) stories as defined in the City of Pompano Beach Land Development Code, and that the buildings shall be brought within one hundred (100) feet of Federal Highway. The height of the western most building shall not exceed three (3) stories in height as defined in the City of Pompano Beach Land Development Code.

9. Modification and Termination. An amendment, modification or termination of this Declaration requires the approval of the County and recordation of a release in the Public Records of Broward County, Florida.

3

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10. Covenant Running with the Land. This Declaration shall be recorded in the Public Records of Broward County, Florida, at Declarant's expense, and shall run with the Property described in Exhibit "A", and shall be binding on all heirs, successors and assigns.

11. Severability. If any court of competent jurisdiction shall declare any section, paragraph, or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

12. Captions, Headings and Titles. Section and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter of any of the terms and provisions thereunder.

13. Effective Date. This Declaration shall become effective upon its recordation.

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OFFICIAL COPY

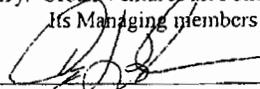
[Signature on Following Page]

IN WITNESS WHEREOF, has hereunto set its authorized hand this \_\_\_ day of December, 2007.

OWNER

SHOAL CREEK PROPERTIES --  
POMPANO LLC,  
Florida limited liability company

By: Urban Ventures At Pompano, LLC  
Its Managing members

  
\_\_\_\_\_  
(Signature)

Print name: Andrew Burnham  
Title: Manager  
Address: 555 S. Federal Highway,  
Suite 330  
Boca Raton, Florida 33432

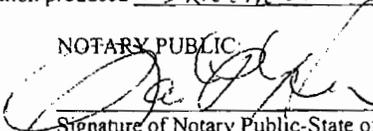
THIS IS NOT AN OFFICIAL COPY

ACKNOWLEDGMENT - CORPORATION

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2007, by Andrew Burnham, as Manager of Urban Ventures at Pompano, LLC, Managing Member of SHOAL CREEK PROPERTIES - POMPANO, LLC, a Florida Limited Liability Company, on behalf of the corporation/partnership. He is:  
{ } personally known to me, or  
{} produced identification. Type of identification produced FD Licenses

NOTARY PUBLIC

  
\_\_\_\_\_  
Signature of Notary Public-State of Florida

Print, type, or stamp Commissioned Name  
My commission expires:

Affix Seal Bellow

NOTARY PUBLIC STATE OF FLORIDA  
Sandra P. Harris  
Commission # DD525349  
Expires: APR. 16, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

⑤

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION: HOLIDAY GARDENS

PARCEL 1

LOT 8, BLOCK 32, POMPANO BEACH HIGHLANDS 3RD SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

PARCEL 2

ALL THAT PART OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 43 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 5, (FORMERLY STATE ROAD NO. 4, U.S. HIGHWAY NO. 1), COMMONLY KNOWN AS FEDERAL HIGHWAY, LYING SOUTH OF A LINE PARALLEL TO AND 526.67 FEET SOUTH OF THE NORTH LINE OF SAID NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18.

TOGETHER WITH:

PARCEL 3

THAT PORTION THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 48 SOUTH, RANGE 43 EAST, LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 4, ALSO KNOWN AS FEDERAL HIGHWAY, AS NOW LOCATED AND ESTABLISHED, WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18, THENCE RUNNING NORTH 89°07'30" EAST, A DISTANCE OF 446.8 FEET TO THE WEST BOUNDARY LINE OF SAID STATE ROAD NO. 4, ALSO KNOWN AS FEDERAL HIGHWAY, AS NOW LOCATED AND ESTABLISHED; THENCE SOUTH 07°15'30" WEST, ALONG THE WEST BOUNDARY OF SAID HIGHWAY, A DISTANCE OF 150 FEET TO A POINT; THENCE SOUTH 89°07'30" WEST, A DISTANCE OF 426.27 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 18; THENCE NORTH 00°36'30" WEST, ALONG THE

6

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WEST LINE OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHWEST ONE-QUARTER (NW ¼) OF SAID SECTION 18, A DISTANCE OF 148.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 4

A PORTION OF THE SOUTH 99.05 FEET OF THE NORTH 526.67 FEET OF THAT PART OF THE NORTH ONE-HALF (N ½) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE NORTHWEST ONE-QUARTER (NW ¼) LYING WEST OF THE RIGHT-OF-WAY OF FEDERAL HIGHWAY IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 43 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF THE ABOVE DESCRIBED PROPERTY 1135.65 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH ALONG THE WESTERLY BOUNDARY THEREOF 79.05 FEET TO A POINT; THENCE EAST PARALLEL WITH THE SOUTHERLY BOUNDARY THEREOF 80 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WESTERLY BOUNDARY THEREOF 79.05 FEET TO THE SOUTHERLY BOUNDARY; THENCE WEST ALONG THE SAID SOUTHERLY BOUNDARY 80 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN BROWARD COUNTY, FLORIDA, CONTAINING 5.328 ACRES MORE OR LESS

NOTES:

1. THE BEARINGS, DISTANCES, AND AREA SHOWN HEREON AND ON THE ATTACHED SKETCH ARE SUBJECT TO CHANGE BASED ON THE FIELD LOCATION OF EXISTING PROPERTY MONUMENTATION.
2. THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN. THE WEST RIGHT-OF-WAY OF FEDERAL HIGHWAY BEARS NORTH 07°15'30" EAST ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 86020-2526, SHEET 8 OF 20, DATED DECEMBER 21, 1977, REVISED NOVEMBER 24, 1980.
3. THE ABOVE DESCRIPTION IS BASED ON THE FOLLOWING DEEDS:  
 WARRANTY DEED OFFICIAL RECORDS BOOK 30962, PAGE 1628 (LOT 8 & PARCELS "2" & "3")  
 WARRANTY DEED OFFICIAL RECORDS BOOK 31902, PAGE 1819 (PARCEL "4")  
  
 THE ABOVE DEEDS ARE ALL RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

FTL\_DB S02430/117385 1086260\_1

⑦

#8



REQUESTED COMMISSION ACTION:

Consent       Ordinance      Resolution      Consideration/  
 Discussion      Presentation

SHORT TITLE

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.5704, "FRONTAGE AND ACCESS,"; BY AMENDING SECTION 155.9401, "MEASUREMENT,"; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**Summary of Purpose and Why:**

In conjunction to proposed text amendments for Ch. 100 (Memorandum #15-077), Staff is recommending "housekeeping" text amendments to the Zoning Code related to right-of-way. The proposed text amendments include no substantive revisions. First, §155.5704 is revised to remove specific right-of-way widths, and instead, cross-reference the right-of-way requirements per Ch. 100. Second, §155.9401 is revised to clarify that the front yard setback shall be measured from future right-of-way listed in Ch. 100. Since 1991, per Ord. 1991-63 (*copy attached*), the front yard setback has been measured from future right-of-way. Finally, §155.9401 is revised to re-insert the measurement of setbacks along cul-de-sacs (also shown in attached Ord. 1991-63). At their January 28, 2015 meeting, the Planning and Zoning Board reviewed the proposed text amendments.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman *KBF* Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	12/12/2014	Approval	Memo #14-544 <i>[Signature]</i>
City Attorney	02/06/2015	Approval	Memo #2015-546 <i>[Signature]</i>
X Planning and Zoning Board		Approval	Memo #15-006 (02/17/2015)
X City Manager	<i>[Signature]</i>		<i>[Signature]</i>

Ordinance Workshop	Resolution	Consideration
1 <sup>st</sup> Reading <u>3/10/15</u>	1 <sup>st</sup> Reading _____	Results: _____
Approved		
2 <sup>nd</sup> Reading <u>3/24/15</u>	_____	Results: _____
_____	_____	_____
_____	_____	_____

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

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.5704, "FRONTAGE AND ACCESS," TO PLACE RIGHT-OF-WAY MINIMUM WIDTH REQUIREMENTS WITHIN SECTION 100.01 OF THE CITY CODE OF ORDINANCES AND TO REVISE MINIMUM DISTANCE A STRUCTURE MAY BE PLACED TO RIGHT-OF-WAY; BY AMENDING SECTION 155.9401, "MEASUREMENT," TO PROVIDE FOR SETBACK FOR STRUCTURES ON A CUL-DE-SAC AND TO PROVIDE REFERENCE TO SECTION 100.01 OF THE CITY CODE OF ORDINANCES WHEN MEASURING YARD SETBACK; 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 155.5704., "Frontage and Access," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

**§ 155.5704. FRONTAGE AND ACCESS**

...

C. All local, collector, minor arterial and principal arterial streets ~~which are within or abutting a residential base zoning district, including Residential Planned Unit Development,~~ shall have a minimum width of 50 feet per § 100.01(A) or (B), as applicable.

1. All property with a residential zoning district including Residential Planned Unit Development, which abuts a local, collector, minor arterial and principal arterial street(s) shall not erect a building or structure closer than 25 feet half of the applicable right-of-way width to the center line of the street(s).

2. All lots subject to a Plat, Rezoning, or Major Site Plan approval, as well as lots not subject to Major Site Plan approval but are developing a new structure or increasing an existing structure by 50% of the existing gross floor area, shall dedicate the required right-of-way.

~~D. All local, collector, minor arterial and principal arterial streets which are within or abutting a non-residential base zoning district shall have a minimum width of 60 feet.~~

~~1. All property with a nonresidential zoning district which abuts a local, collector, minor arterial and principal arterial street(s) shall not erect a building or structure closer than 30 feet to the center line of the street(s).~~

~~2. All lots subject to a Plat, Rezoning, or Major Site Plan approval, as well as lots not subject to Major Site Plan approval but are developing a new structure or increasing an existing structure by 50% of the existing gross floor area, shall dedicate the required right-of-way.~~

**SECTION 2.** That Section 155.9401., "Measurement," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

...

#### **155.9401. MEASUREMENT**

...

#### **H. YARD SETBACK**

...

**3. Measured from Future Street Right-of-Way**

Where city-adopted plans, including § 100.01 of the Code of Ordinances, call for the future widening of the street right-of-way abutting a lot and identify the future right-of-way boundary (e.g., by delineating the boundary or establishing its distance from the street's centerline), the minimum front yard setback on the lot shall be measured from the future right-of-way boundary (See Figure 155.9401.H.3, Front Yard Abutting Future Right-of-Way.).

...

**5. Cul-De-Sac Setback.**

Where a cul-de-sac occurs at the end of a street, buildings fronting thereon shall be set back from the extended center line a distance equal to half the amount of the width of the ultimate right-of-way plus the distance of the minimum required front yard.

**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**

GBL/jrm  
2/4/15  
L:ord/ch155/2015-198

*original*

CITY OF POMPANO BEACH  
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 155 "ZONING CODE" OF THE POMPANO BEACH CODE OF ORDINANCES BY DELETING SECTION 155.02 "FEES FOR COPIES MADE"; BY AMENDING SECTION 155.003 "DEFINITIONS" BY DELETING, AMENDING, AND ADDING CERTAIN DEFINITIONS; BY AMENDING SECTION 155.005 "ZONING DISTRICTS" SUBSECTION (A) TO AMEND THE DESIGNATIONS OF DISTRICTS SET FORTH THEREIN; BY REPEALING SECTION 155.009 "SPECIAL FRONT YARD DEPTH REGULATIONS" AND ENACTING A NEW SECTION 155.009 "SPECIAL SETBACK REGULATIONS" TO PROVIDE SETBACK REQUIREMENTS IN CERTAIN CIRCUMSTANCES; BY REPEALING SECTION 155.010 "CONFORMANCE OF STRUCTURE USE APPLICATIONS" AND SECTION 155.011 "BUILDING WHEN BUSINESS, RESIDENTIAL DISTRICTS ADJOIN"; BY REPEALING SECTION 155.012 "ACCESSORY BUILDINGS" AND ENACTING A NEW SECTION 155.012 "RESIDENTIAL ACCESSORY STRUCTURES" TO PROVIDE REGULATIONS THEREFORE; BY AMENDING SECTION 155.013 "PROPERTY ABUTTING WATERWAY" TO PROVIDE A 15 FOOT SETBACK; BY AMENDING SECTION 155.014 "MINIMUM LOT AREA EXCEPTIONS" TO PROVIDE EXCEPTIONS FOR PLATTED LOTS ANNEXED INTO THE CITY; BY REPEALING SECTION 155.017 "DEVELOPMENT OF REGIONAL IMPACT" AND CREATING A NEW SECTION 155.017 "UNITY OF TITLE AGREEMENT" TO PROVIDE FOR SUCH AGREEMENTS IN CERTAIN CIRCUMSTANCES; BY REPEALING SECTION 155.018 "ADMINISTRATIVE FEES" AND ENACTING A NEW SECTION 155.018 "RESERVE AND FLEXIBILITY UNITS" TO PROVIDE FOR THE TRANSFER OF RESERVE UNITS; BY CREATING A NEW SECTION 155.019 "CONSTRUCTION SEAWARD OF COASTAL CONTROL LINES" TO REQUIRE THAT STATUTORY REQUIREMENTS ARE MET; BY CREATING A NEW SECTION 155.019(A) "TEMPORARY CONSTRUCTION OFFICES OR TRAILERS" TO ALLOW SUCH OFFICES OR TRAILERS FOR A PERIOD OF UP TO ONE YEAR; BY AMENDING SECTION 155.036 "FENCES AND WALLS" SUBSECTION (B)(1) TO PROVIDE REGULATIONS ON PROPERTY ABUTTING CANALS OR WATERWAYS AND ENACTING A NEW SUBSECTION (H) REGARDING THE PLACEMENT OF THE FINISHED SIDE OF A FENCE; BY REPEALING SECTION 155.038 "YARDS OR COURTS"; BY REPEALING SECTION 155.042 "CAMPING GROUNDS"; BY

"ROOMING HOUSE." Any dwelling structure having three or more rooms designed for rental occupancy by transients or permanent guests. For density purposes, two rental rooms equal one dwelling unit.

"SLEEPING ROOM." A single room or suite of several rooms rented for living purposes, but without cooking facilities or other amenities for separate or independent housekeeping. A "SLEEPING ROOM" shall not be construed to mean a dwelling unit.

"YARD." ~~An open space on the same lot with a building, occupied and unobstructed from the ground upward, except as otherwise provided herein. In measuring a "YARD" for the purpose of determining a side yard, the depth of a rear yard, the minimum horizontal distance between the lot line and the nearest part of any wall of the main building shall be used.~~ An open space set back on the same lot with a building, occupied and unobstructed from the ground upward, except as otherwise provided herein. In measuring a "YARD" or setback for the purpose of determining a side yard, the depth of a front yard or the depth of a rear yard, the minimum horizontal distance between the lot line and the nearest part of any wall of the main building shall be used, except where the yard or setback abuts a street in which case the setback shall be measured from the ultimate right-of-way line shown on the Broward County Trafficway Plan or in the case of other public streets, the right-of-way line as defined in the City of Pompano Beach Code of Ordinances.

RS-3 Single-Family Residence  
RS-4 Single-Family Residence  
RD-1 Two-Family Residence  
RM-12 Multiple-Family Residence  
RM-20 Multiple-Family Residence  
RM-30 Multiple-Family Residence  
RM-45 Multiple-Family Residence  
RPUD Residential Planned Unit Development  
MH-12 Mobile Home Park  
B-1 Limited Business  
B-2 Community Business  
BSC Planned Shopping Center Business District  
B-3 General Business  
B-4 Heavy Business  
M-1 Marina Business  
M-2 Marina Industrial  
BP Business Parking  
I-1 General Industrial  
PCI Planned Commercial/Industrial  
PR Parks and Recreation  
CR Commercial Recreation  
CF Community Facilities  
T Transportation  
PU Public Utility

SECTION 6: That Section 155.009 "Special Front Yard Depth Regulations" is hereby repealed.

SECTION 7: That a new Section 155.009 "Special Setback Regulations" is hereby created to read as follows:

SECTION 155.009 SPECIAL SETBACK REGULATIONS

(A) Cul-De-Sac

Where a cul-de-sac occurs at the end of a street, buildings fronting thereon shall be

set back from the extended center line a distance equal to half the amount of the width of the ultimate right-of-way plus the distance of the minimum required front yard.

SECTION 8: That Section 155.010 and Section 155.011 are hereby repealed in their entirety.

SECTION 9: That Section 155.012 "Accessory Structures" is hereby repealed and a new Section 155.012 "Residential Accessory Structures" is hereby enacted to read as follows:

SECTION 155.012 RESIDENTIAL ACCESSORY STRUCTURES.

(A) Setbacks

(1) No residential garage carport shall project into any required yard.

(2) Other than residential garages or carports, no accessory structure shall be located in front of the principal structure or in the minimum setbacks from the streets on corner lots.

(3) All attached accessory structures shall meet the setback requirements. No detached accessory



**City Attorney's Communication #2015-546**  
February 6, 2015

**TO:** Karen Friedman, AICP, Planner  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Ordinance Amending Chapter 155, "Zoning Code"

As requested in your memorandum of January 29, 2014, Department of Development Services Memorandum No. 15-051, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.5704, "FRONTAGE AND ACCESS," TO PLACE RIGHT-OF-WAY MINIMUM WIDTH REQUIREMENTS WITHIN SECTION 100.01 OF THE CITY CODE OF ORDINANCES AND TO REVISE MINIMUM DISTANCE A STRUCTURE MAY BE PLACED TO RIGHT-OF-WAY; BY AMENDING SECTION 155.9401, "MEASUREMENT," TO PROVIDE FOR SETBACK FOR STRUCTURES ON A CUL-DE-SAC AND TO PROVIDE REFERENCE TO SECTION 100.01 OF THE CITY CODE OF ORDINANCES WHEN MEASURING YARD SETBACK; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the ordinance to ensure that it meets with your requirements.

  
GORDON B. LINN

/jrm  
l:cor/dev-srv/2015-546

Attachment

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY  
MEMORANDUM #15-006**

**DATE:** February 17, 201~~4~~<sup>5</sup>  
**TO:** City Commission  
**FROM:** Planning and Zoning Board/ Local Planning Agency  
**SUBJECT:** Proposed Text Amendments to Zoning Code,  
Minimum Right-of-Way

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on January 28, 2015, the Board considered proposed text amendments to the Zoning Code regarding revisions to the standards in the Minimum Right-of-Way as set forth in the Department of Development Services Administrative Report 14-544.

Staff recommends revisions to the Zoning Code §155.5704.C, §155.5704.D, and §155.9401.H.3 to cross-reference to §100.01.B.

Staff also recommends revision to §155.9401.H.5 to reinsert the measurement from the old Zoning Code's §155.009 which is used to determine setbacks for properties on a cul-de-sac.

The Planning and Zoning Board recommends that the City Commission initiate a Broward County Trafficways Plan Amendment to remove NE 48<sup>th</sup>/49<sup>th</sup> Street from the plan due to the residential nature of the street.

With a unanimous vote for the approval of the amendment, it is the recommendation of the Board that the text amendments be approved.

  
\_\_\_\_\_  
Jim Beeson  
Chairman  
Planning and Zoning Board/ Local Planning Agency



# MEMORANDUM

## Development Services

**ADMINISTRATIVE MEMORANDUM NO. 14-544**

**DATE:** December 12, 2014  
**TO:** Planning and Zoning Board  
**VIA:** Robin M. Bird, Director of Development Services *MB*  
**FROM:** Karen Friedman, AICP, Planner *KBF*  
**RE:** Text Amendments to Zoning Code and Chapter 100  
Minimum Right-Of-Way

Staff is recommending revisions to the Zoning Code regarding minimum right-of-way. The revisions are directly impacted by a related revision to Ch 100, Streets and Sidewalks. An explanation of the revisions is below.

The old Zoning Code's §155.141 (copy attached) listed streets with a right-of-way greater than 50 feet. Since this regulation did not impact private property the consultant recommended it not be carried forward into the revised Zoning Code. Staff recommends re-adopting the list, and recommends inserting the list of streets into Chapter 100, Streets and Sidewalks as §100.01.B. The City Engineer has reviewed the recommended change.

In conjunction with creation of §100.01.B, Staff concurrently recommends revisions to the Zoning Code §155.5704.C, §155.5704.D, and §155.9401.H.3 to cross-reference to §100.01.B.

Finally, the old Zoning Code's §155.009 (copy attached) included a specific measurement to determine setbacks for properties on a cul-de-sac. This language was not included in the revised Zoning Code. Staff is recommending revision to §155.9401.H.5 to reinsert this measurement.

The proposed revisions to Chapter 100, Streets and Sidewalks are being presented to this Board as a courtesy. Staff is, however, requesting the Board approve the recommended changes to the Zoning Code to the City Commission for adoption.

# CHAPTER 100: STREETS AND SIDEWALKS

## § 100.01 MINIMUM RIGHT-OF-WAY.

(A) The City Commission shall not accept any street right-of-way as a public street whether by dedication in a plat or by deed or other instrument unless it complies with the applicable following minimum width.

~~(A)(1) The width of a right-of-way of all the following streets shall be not less than 60 feet: designated as business streets, through streets, or boulevards shall be not less than 60 feet.~~

~~(a) Business Streets~~

~~(b) Through Streets~~

~~(c) Boulevards~~

~~(d) Primary Streets~~

~~(e) Local, Collector, Minor Arterial and Principal Arterial streets which are within or abutting a non-residential base zoning district~~

~~(B) The right-of-way of all streets designated as primary streets shall be not less than 60 feet.~~

~~(C)(2) The width of a right-of-way of all the following streets shall be not less than 50 feet: designated as secondary or residential streets shall be not less than 50 feet.~~

~~(a) Secondary Streets~~

~~(b) Residential Streets~~

~~(c) Local, Collector, Minor Arterial and Principal Arterial streets which are within or abutting a residential base zoning district and/or Residential Planned Unit Development.~~

~~(D)(3) The right-of-way of all double-lane streets with a parkway in the center shall be not less than 75 feet, including the parkway.~~

~~(E)(4) The width of all alleys shall be not less than 16 feet.~~

~~(B) Certain arterial thoroughfares of the city are hereby designated and determined to have a greater width than that listed in section (A) above, and no building or structure shall be erected or located upon any property abutting these streets and avenues closer to the center line of these streets than one-half of the indicated and designated width of these streets. The thoroughfares and the required right-of-way is listed in Table 100.01(B) below.~~

**Table 100.01(B) Arterial Thoroughfares with Required ROW Width**

<u>Street Name</u>	<u>Starting Point</u>	<u>Ending Point</u>	<u>Required ROW width in Feet</u>
Andrews Ave	SW 3 <sup>rd</sup> St (Racetrack Rd)	South City Limits	106
Andrews Ave	SW 3 <sup>rd</sup> St (Racetrack Rd)	North City Limits	110
Atlantic Blvd	Federal Hwy (US1)	SR A1A	110
Atlantic Blvd	Florida's Turnpike	Federal Hwy (US1)	120
Atlantic Blvd Extension (NW 31 <sup>st</sup> Ave)	Atlantic Blvd	Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)	106
Blount Rd	Copans Rd	Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)	80
Blount Rd	Copans Rd	Sample Rd	84
Copans Rd	Federal Hwy (US 1)	I-95	106

<u>Copans Rd</u>	<u>I-95</u>	<u>Florida's Turnpike</u>	<u>110</u>
<u>Cypress Rd</u>	<u>Atlantic Blvd</u>	<u>South City Limits</u>	<u>80</u>
<u>Dixie Hwy (State Rd 811)</u>	<u>South City Limits</u>	<u>North City Limits</u>	<u>80</u>
<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>Dixie Hwy</u>	<u>NW 27<sup>th</sup> Ave</u>	<u>80</u>
<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>NW 27<sup>th</sup> Ave</u>	<u>Florida's Turnpike</u>	<u>106</u>
<u>Federal Hwy (U.S. 1)</u>	<u>South City Limits</u>	<u>North City Limits</u>	<u>Existing Widths or 120 feet, whichever is greater</u>
<u>McNab Road (SE 15<sup>th</sup> St / SW 15<sup>th</sup> St)</u>	<u>Federal Hwy (US 1)</u>	<u>SW 7<sup>th</sup> Avenue</u>	<u>80</u>
<u>McNab Road (SW 15<sup>th</sup> St)</u>	<u>Dixie Hwy</u>	<u>SW 31<sup>st</sup> Ave</u>	<u>106</u>
<u>NE 2<sup>nd</sup> Ave</u>	<u>Atlantic Blvd</u>	<u>NE 3<sup>rd</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 3<sup>rd</sup> Ave</u>	<u>Copans Rd</u>	<u>Sample Rd</u>	<u>80</u>
<u>NE 10<sup>th</sup> St</u>	<u>Dixie Hwy</u>	<u>Federal Hwy (US 1)</u>	<u>106</u>
<u>NE 11<sup>th</sup> Ave</u>	<u>Atlantic Blvd</u>	<u>NE 10<sup>th</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 14<sup>th</sup> St</u>	<u>Federal Hwy (US 1)</u>	<u>SR A1A</u>	<u>100</u>
<u>NE 23<sup>rd</sup> Ave</u>	<u>NE 14<sup>th</sup> St</u>	<u>NE 24<sup>th</sup> St</u>	<u>Existing Widths or 60 feet, whichever is greater</u>
<u>NE 26<sup>th</sup> Ave (Harbor Dr)</u>	<u>Atlantic Blvd.</u>	<u>NE 14<sup>th</sup> St</u>	<u>Existing Widths or 70 feet, whichever is greater</u>
<u>NE 48<sup>th</sup> and NE 49<sup>th</sup> St</u>	<u>Dixie Hwy</u>	<u>Federal Hwy (US 1)</u>	<u>106</u>
<u>NW 6<sup>th</sup> Ave (Blanche Ely Ave)</u>	<u>Atlantic Blvd</u>	<u>NW 15<sup>th</sup> St</u>	<u>60</u>
<u>NW 15<sup>th</sup> St</u>	<u>I-95</u>	<u>Dixie Hwy ( SR 811)</u>	<u>60</u>
<u>NW 15<sup>th</sup> St</u>	<u>Powerline Rd</u>	<u>I-95</u>	<u>80</u>
<u>NW 27<sup>th</sup> St</u>	<u>Dr. Martin Luther King, Jr. Blvd (Hammondville Rd)</u>	<u>Atlantic Blvd.</u>	<u>Existing Widths or 50 feet, whichever is greater</u>
<u>Powerline Rd</u>	<u>Sample Rd</u>	<u>McNab Rd</u>	<u>144</u>
<u>Sample Rd</u>	<u>I-95</u>	<u>Federal Hwy (US 1)</u>	<u>120</u>
<u>Sample Rd</u>	<u>Florida's Turnpike</u>	<u>I-95</u>	<u>200</u>

<u>SE 11<sup>th</sup> Ave</u>	<u>Pompano Canal</u>	<u>Atlantic Blvd.</u>	<u>70</u>
<u>State Road A1A (Ocean Blvd.)</u>	<u>Terra Mar Dr</u>	<u>North City Limits</u>	<u>80</u>
<u>State Road A1A (Ocean Blvd.)</u>	<u>Terra Mar Dr</u>	<u>South City Limits</u>	<u>106</u>
<u>SW 3<sup>rd</sup> St (Racetrack Rd / John Knox Blvd)</u>	<u>I-95</u>	<u>Cypress Rd</u>	<u>110</u>
<u>SW 3<sup>rd</sup> St (Racetrack Rd / Pompano Park Place)</u>	<u>Powerline Rd (Pompano Parkway)</u>	<u>I-95</u>	<u>106</u>
<u>SW 46th Ave</u>	<u>McNab Rd</u>	<u>Florida's Turnpike</u>	<u>106</u>

(C) Property owners required to dedicate required right-of-way in accordance with Zoning Code §155.5704 shall only be required to dedicate half of the applicable right-of-way width to the center line of the street.

# CHAPTER 155: ZONING

## ARTICLE 5: DEVELOPMENT STANDARDS

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### PART 7: LOTS

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#### § 155.5704. FRONTAGE AND ACCESS

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~~C. All local, collector, minor arterial and principal arterial streets which are within or abutting a residential base zoning district, including Residential Planned Unit Development, shall have a minimum width of 50 feet per § 100.01(A) or (B), as applicable.~~

- ~~1. All property with a residential zoning district including Residential Planned Unit Development, which abuts a local, collector, minor arterial and principal arterial street(s) shall not erect a building or structure closer than 25 feet half of the applicable right-of-way width to the center line of the street(s).~~
- ~~2. All lots subject to a Plat, Rezoning, or Major Site Plan approval, as well as lots not subject to Major Site Plan approval but are developing a new structure or increasing an existing structure by 50% of the existing gross floor area, shall dedicate the required right-of-way.~~

~~D. All local, collector, minor arterial and principal arterial streets which are within or abutting a non-residential base zoning district shall have a minimum width of 60 feet.~~

- ~~1. All property with a nonresidential zoning district which abuts a local, collector, minor arterial and principal arterial street(s), shall not erect a building or structure closer than 30 feet to the center line of the street(s).~~
- ~~2. All lots subject to a Plat, Rezoning, or Major Site Plan approval, as well as lots not subject to Major Site Plan approval but are developing a new structure or increasing an existing structure by 50% of the existing gross floor area, shall dedicate the required right-of-way.~~

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## ARTICLE 9: DEFINITIONS AND INTERPRETATION

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### PART 4: MEASUREMENT, EXCEPTIONS, AND VARIATIONS OF INTENSITY AND DIMENSIONAL STANDARDS

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#### 155.9401. MEASUREMENT

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##### H. Yard Setback

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##### **3. Measured from Future Street Right-of-Way**

Where city-adopted plans, including § 100.01 of the Code of Ordinances, call for the future widening of the street right-of-way abutting a lot and identify the future right-of-way boundary (e.g., by delineating the boundary or establishing its distance from the street's centerline), the minimum front yard setback on the lot shall be measured from the future right-of-way boundary (See Figure 155.9401.H.3, Front Yard Abutting Future Right-of-Way.).

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##### **5. Cul-De-Sac Setback**

Where a cul-de-sac occurs at the end of a street, buildings fronting thereon shall be set back from the extended center line a distance equal to half the amount of the width of the ultimate right-of-way plus the distance of the minimum required front yard.

or outer courts, or other open spaces, than or in any other manner to contravene the provisions specified herein for the district in which the building is located. No part of a yard or other open space required about any building for the purpose of complying with the provisions of this chapter shall be included as a part of a yard or other open space similarly required for another building.

(B) Lands annexed into the city shall be given a zoning designation equivalent to the zoning designation that the land carried with Broward County prior to annexation. The county zoning designation shall be set forth in the ordinance annexing any such property with the finding of fact by the City Commission of the similar city zoning classification. If lands are annexed into the city by action of the state legislature, the lands so annexed shall retain their county zoning designation until the city zoning designations are assigned to the lands by specific action of the City Commission by ordinance.

('58 Code, § 50.08) (Ord. 664, passed - - ; Am. Ord. 664-AG, passed 9-8-59; Am. Ord. 64-78, passed 5-19-64; Am. Ord. 76-13, passed 12-2-75; Am. Ord. 2010-32, passed 6-22-10) Penalty, see § 10.99

### **§ 155.009 SPECIAL SETBACK REGULATIONS.**

**Cul-De-Sac.** Where a cul-de-sac occurs at the end of a street, buildings fronting thereon shall be set back from the extended center line a distance equal to half the amount of the width of the ultimate right-of-way plus the distance of the minimum required front yard.

(Ord. 91-63, passed 6-25-91)

### **§ 155.010 MODIFICATION OF DEVELOPMENT STANDARDS.**

(A) **Purpose.** This section is established to provide standards and procedures for the granting of administrative modifications of development standards. The Modification of Standards is specifically intended to promote high standards of site design; provide flexibility in the administration of standards in recognition of site specific conditions, and to establish conditions to insure compatibility where standards are modified.

(B) **Relationship to Comprehensive Plan.** This section furthers objective 01.05.00: Encourage the use of innovative land development regulations.

(C) **Application.** Modification of standards shall apply to the below enumerated structures and design elements. However, buildings or structures erected without a building permit or design elements installed without proper city approval shall not be eligible for Modification of Standards.

(1) **Principal Building Setbacks.** Deviations up to 20% of the setback requirement may be allowed. In no case shall a required side yard be less than five feet. No modification of the required setback to a canal, waterway or permanent line of vegetation shall be permitted.

(2) **Residential Accessory Structure Setbacks.** Deviations up to 20% of the setback requirement may be allowed; however, no modification of the required setback to a canal, waterway or permanent line of vegetation shall be permitted.

(3) **Fence Height.** Deviations up to one foot may be allowed; however, obstructions to the

## **ARTERIAL STREETS**

### **§ 155.140 MASTER ARTERIAL STREET PLAN MAP.**

The master arterial street plan map of the city, approved by resolution of the City Commission on August 13, 1957, is by reference made a part of this section. For the purpose of promoting the health, safety, and general welfare of the community, and to lessen congestion in the streets; secure safety from fire, panic, storm, hurricane, or other causes; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to provide adequate facilities for transportation, parking, water, and sewage; and to conserve the value of buildings and encourage the most appropriate use of lands, the new street lines so established and indicated on the master arterial street plan and also additional streets, avenues, and thoroughfares, are hereby considered and determined to be the existing street lines of the streets, and the use of the lands is zoned accordingly.

(58 Code, § 50.54) (Ord. 664, passed - - )

### **§ 155.141 SETBACK REQUIREMENTS; STREET WIDTHS.**

(A) Certain arterial thoroughfares of the city are hereby designated and determined to have a greater width than 50 feet, and no building or structure shall be erected or located upon any property abutting these streets and avenues closer to the center line of these streets than one-half of the indicated and designated width of these streets. The dedicated portion and use portion of the following streets, avenues, and public ways, if any, shall constitute a portion of the street right-of-way. The City Engineer shall determine and fix the exact locations of the streets, avenues, and public ways.

<b><i>Arterial Street Description</i></b>	<b>Width in Feet</b>
(1) State Road A1A (Ocean Boulevard) from the south city limits to the north city limits.	80
(2) N.E. 26th Avenue (also known as Harbor Drive) from Atlantic Boulevard to N.E. 14th Street	Existing widths 70 min.
(3) N.E. 23rd Avenue from N.E. 14th Street to N.E. 24th Street	Existing widths 60 min.
(4) Federal Highway (U.S. 1) from the south city limits to the north city limits	Existing widths 120 min.
(5) S.E. 11th Avenue from the Pompano Canal to Atlantic Boulevard (State Road 814)	70
(6) N.E. 11th Avenue from Atlantic Boulevard (State Road 814) to N. E. 10th Street	Existing widths 60
(7) N.E. 2nd Avenue from Atlantic Boulevard (State Road 814) to N.E. 3rd Street	Existing widths 60

(8) Old Dixie Highway (State Road 811) from south city limits to north city limits	80
(9) N.W. 6th Avenue (also known as Blanche Ely Avenue) from Atlantic Boulevard to N.W. 15th Street	60
(10A) Andrews Avenue from S.W. 3rd Street (also known as Racetrack Road) to Sample Road	110
(10B) Andrews Avenue from S.W. 3rd Street to south city limits	106
(11A) Copans Road from Federal Highway (U.S. 1) to I-95	106
(11B) Copans Road from I-95 to Florida's Turnpike	110
(12) N.E. 14th Street from Federal Highway (U.S. 1) to S.R. A1A	100
(13A) N.W. 15th Street from Powerline Road to I-95	80
(13B) N.W. 15th Street from I-95 to North I-95 to North Dixie Highway (State Road 811)	60
(14) N. E. 10th Street from the Old Dixie Highway (State Road 811) eastward to Federal Highway (U.S. 1)	106
(15A) 15A) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from Dixie Highway (State Road 811), to N.W. 27th Avenue	80
(15B) Dr. Martin Luther King, Jr. Boulevard, also known as Hammondville Road from N.W. 27th Avenue to Florida's Turnpike	106
(16) Atlantic Boulevard extension (N.W. 31st Avenue) from Atlantic Boulevard to Dr. Martin Luther King, Jr. Boulevard/Hammondville Road	106
(17A) Atlantic Boulevard (State Road 814) from Florida's Turnpike to to Federal Highway (U.S. 1)	120
(17B) Atlantic Boulevard State Road 814) from Federal Highway (U.S. 1) to S.R. A1A	110
(18A) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place) from Pompano Parkway (also known as Powerline Road) to I-95	106
(18B) S.W. 3rd Street (also known as Racetrack Road and also known as Pompano Park Place and also known as John Knox Boulevard) from I-95 to Cypress Road	110
(19) Cypress Road from Atlantic Boulevard (State Road 814) to south city limits	80
(20A) That portion of S.E.15th Street and S.W. 15th Street (also known as McNab Road) from South Federal Highway (U.S. 1) to S.W. 7th Avenue	80

(20B) S.W. 15th Street (also known as McNab Road) from Dixie Highway to S.W. 46th Avenue	106
(21A) Sample Road from Florida's Turnpike to I-95	200
(21B) Sample Road from I-95 to Federal Highway (U.S. 1)	120
(22) Powerline Road from Sample Road to McNab Road	144
(23) N.W. 27th Avenue from Dr. Martin Luther King, Jr. Boulevard/Hammondville Road to Atlantic Boulevard	Existing widths 50
(24) S.W. 46th Avenue from McNab Road to Florida's Turnpike	106
(25A) Blount Road from Copans Road to Sample Road	84
(25B) Blount Road from Copans Road to Dr. Martin Luther King, Jr. Boulevard	80
(26) N.E. 3rd Avenue from Copans Road to Sample Road	80
(27) N.E. 48th/N.E. 49th Streets from North Dixie Highway to Federal Highway (U.S. 1)	106

(B) All street, avenues or other public ways, but not alleys, which have a residential zoning shall have a minimum width of 50 feet. All residentially zoned property abutting the street, avenue or other public way shall not erect a building or structure closer than 25 feet to the center line of these streets.

(C) All streets, avenues or other public ways, but not alleys, which have a commercial or industrial zoning shall have a minimum width of 60 feet. All commercially or industrially zoned property abutting the street, avenue or other public way shall not erect a building or structure closer than 30 feet to the center line of these streets.

('58 Code, § 50.55) (Ord. 664, passed - - ; Am. Ord. 72-46, passed 6-20-72; Am. Ord. 73-68, passed 8-21-73; Am. Ord. 75-1, passed 10-15-74; Am. Ord. 91-63, passed 6-25-91; Am. Ord. 94-28, passed 3-22-94; Am. Ord. 95-78, passed 7-11-95; Am. Ord. 2005-44, passed 4-12-05) Penalty, see § 10.99

***Cross-reference:***

*Minimum street widths, minimum street right-of-way and paving width, see §§ 100.01 and 100.24*

**§ 155.142 (RESERVED).**

**§ 155.143 (RESERVED).**

REQUESTED COMMISSION ACTION:

Consent       Ordinance      Resolution      Consideration/  
Discussion      Presentation     

SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN, TEXT AMENDMENT TO AMEND THE POTABLE WATER SUB-ELEMENT, THE FUTURE LAND USE ELEMENT, AND THE CONSERVATION ELEMENT; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON OCTOBER 22, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Staff is proposing text amendments to the Comprehensive Plan to address the state requirements for local governments to adopt updated Water Supply Facility Work Plans into their comprehensive plans within 18 months after the regional water supply plan is updated (Chapter 163, Part II, Florida Statutes).

The revisions affect the Potable Water Sub-Element, Future Land use Element and the Conservation Element as follows:

- The Potable Water Sub-Element includes updates in the Consumptive Use Permit-review period, Water Facility Demand, Water Supply Plan date, climate change language, and miscellaneous verbiage corrections;
- The Future Land Use Plan Amendment has an additional Policy added for consistency; and
- The Conservation Element has deletions of two Drainage Element Policies, and miscellaneous verbiage corrections.

The Planning & Zoning unanimously recommended approval of these to the City's Comprehensive Plan. This is a companion item with the Ten Year Water Supply Plan also on this agenda.

TABLED FROM FEBRUARY 10, 2015 CITY COMMISSION MEETING Refer to Memo 15-122.

- (1) Origin of request for this action: City of Pompano Beach
- (2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	10/13/14	Approval	Memo# 14-462 <i>[Signature]</i>
City Attorney	10/28/14		CAG# 2015-133 <i>[Signature]</i>
Utilities	1/14/15	Approval	<i>[Signature]</i>

Planning and Zoning Board Approval Memo #14-068

City Manager *[Signature]* Pompano Beach

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop		
1 <sup>st</sup> Reading <u>1/27/2015</u>	1 <sup>st</sup> Reading <u>    </u>	Results: <u>    </u>
Approved		
2 <sup>nd</sup> Reading <u>3/24/2015</u>	<u>    </u>	<u>    </u>
<u>    </u>	<u>    </u>	<u>    </u>



# MEMORANDUM

## Development Services

**MEMORANDUM NO.** 15-122

**DATE:** January 14, 2015

**TO:** Dennis W. Beach, City Manager

**VIA:** Robin M. Bird, Development Services Director *RB*

**FROM:** Maggie Barszewski, AICP, Planner *MB*

**SUBJECT:** Second Reading on March 24, 2015  
Amending Ordinance for the Comprehensive Plan Amendments for the Water Use Update that had been first read on January 27, 2015

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The Water Use Comprehensive Plan Text Amendments were approved for Transmittal to the Florida Department of Economic Opportunity (DEO) at the January 27, 2015 City Commission meeting. The DEO has completed its review and the proposed Ordinance should be placed on the March 24, 2015 City Commission agenda for second reading.

On behalf of the DEO, the South Florida Water Management District (SFWMD) has provided comments that are included in the attached letter (copy attached). In the comment letter, the SFWMD requests that the following policy be added to the proposed amendment language within the Potable Water Sub-Element under Objective 1:

Policy 10: The City hereby incorporates by reference the City of Pompano Beach Water Supply Facility Work Plan, March 24, 2015, as well as the Broward County Water Supply Facilities Work Plan, November 24, 2014.

This added policy is included in page two of Exhibit A (therefore the previous Exhibit A of the Ordinance is being replaced with the attached Exhibit A). With the approval of this Ordinance the City will be in compliance with Chapter 163, Part II, Florida Statutes.

This change to the Ordinance does not impact the Ordinance title.



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

March 11, 2015

Robin M. Bird, Director  
Development Services Department  
City of Pompano Beach  
100 W. Atlantic Boulevard  
Pompano Beach, FL 33060

**Subject: City of Pompano Beach, DEO #15-1ESR  
Comments on Proposed Comprehensive Plan Amendment Package**

Dear Mr. Bird:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from the City of Pompano Beach (City). The amendment updates the City's Water Supply Facilities Work Plan (Work Plan) and associated goals, objectives and policies of the Comprehensive Plan. There appear to be no regionally significant water resource issues; therefore, the District forwards no comments on the proposed amendment package. However, the District offers the following comment that we request the City address prior to adopting the amendment:

- Include a policy to incorporate both the City's Work Plan and the Work Plan of the City's other water provider, Broward County Water and Wastewater Services, by reference into the City's Comprehensive Plan. The policy should be specifically include the date and title of the adoption of each Work Plan.

The District offers its technical assistance to the City and the Department of Economic Opportunity in developing sound, sustainable solutions to meet the City's future water supply needs and to protect the region's water resources. Please forward a copy of adopted amendments to the District. For assistance or additional information, please contact Terry Manning, Planning and Policy Analyst, at (561) 682-6779 or [tmanning@sfwmd.gov](mailto:tmanning@sfwmd.gov).

Sincerely,

A handwritten signature in black ink that reads "De Powell".

Dean Powell  
Water Supply Bureau Chief

DP/tm

Robin M. Bird, Director  
March 11, 2015  
Page 2

c: Maggie Barszewshi, Pompano Beach  
Barbara Blake Boy, BCPC  
Ray Eubanks, DEO  
Terry Manning, SFWMD  
Jim Murley, SFRPC  
Suzanne Ray, DEP  
Henry Sniezek, Broward County

ORDINANCE NO. 2015-\_\_\_\_\_

CITY OF POMPANO BEACH  
Broward County, Florida

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN, TEXT AMENDMENT TO AMEND THE POTABLE WATER SUB-ELEMENT, THE FUTURE LAND USE ELEMENT, AND THE CONSERVATION ELEMENT; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON OCTOBER 22, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on October 22, 2014 on the proposed amendment to the Future Land Use Element of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

**WHEREAS**, said amendment proposes to change the text of the Potable Water Sub-Element, the Future Land Use Element, and the Conservation Element of the Comprehensive Plan to address the Chapter 163, FS requirement to adopt the updated the Water Supply Facility Work Plan into the Comprehensive Plan by amending the affected Elements as shown in Exhibit A.

**WHEREAS**, pursuant to Ch. 163.3184(3), Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Element of the adopted City of Pompano Beach Comprehensive Plan; and

**WHEREAS**, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

**WHEREAS**, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

**WHEREAS**, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

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

**SECTION 1:** That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

**SECTION 2:** That duly noticed public hearing was held on October 22, 2014 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Element Text Amendment.

**SECTION 3:** That the City Commission hereby approves and adopts the proposed amendment to change the text of the Future Land Use Element of the Comprehensive Plan by amending the affected Elements as shown in Exhibit A.

**SECTION 4:** That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Community Affairs and required State Agencies for review under the Alternative Review process allowed by Ch. 163.

**SECTION 5:** The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Element for the Planning Council to recertify the City Future Land Use Element.

**SECTION 6:** That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

**SECTION 7:** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

**SECTION 8:** That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING THIS 27<sup>th</sup> DAY OF JANUARY, 2015.

PASSED SECOND READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

**Exhibit A**

1 of 16

**Proposed Amendments  
To the Pompano Beach Comprehensive Plan  
Potable Water Sub-Element  
Future Land Use Element & the  
Conservation Element**

Proposed text amendments to the Pompano Beach Comprehensive Plan's Potable Water Sub-Element, Future Land Use Element and the Conservation Element to comply with Section 163.3177, Florida Statutes, and to reflect the updates identified in the 2014 Water Supply Facilities Plan.

Note: underlined words are proposed additions, strikethroughs are proposed deletions.

**POTABLE WATER SUB-ELEMENT**  
**GOALS, OBJECTIVES AND POLICIES**

**Goal 1:** Provide safe, reliable, cost effective potable water to all residents and business within the City's water utility service areas and make capital improvements necessary to maintain or improve potable water services.

**Objective 1: Health & Safety**

The City shall ensure the provision of a safe and sanitary supply of potable water to customers in its service area through good operating practices.

- Policy 1: Deliver safe and reliable potable water to residents and businesses in the City of Pompano Beach service area.
- Policy 2: Maintain a conservation rate structure for potable water which provides a minimum level of usage at a cost effective rate
- Policy 3: Maintain agreements for the delivery of safe and reliable potable water to City of Pompano Beach residents and businesses which are served by outside providers
- Policy 4: Provide sufficient water to meet system designed fire flows while maintaining required system pressure.
- Policy 5: Comply with all potable water standards and reporting requirements which pertain to health and safety
- Policy 6: Potable water service providers should notify customers of supply interruptions, ~~when possible~~ as soon as possible and as clearly as possible.
- Policy 7: Minimize the interruption of potable water service to customers and ~~wasted~~ lost water by responding quickly to breaks in water mains.
- Policy 8: Follow industry standards in disinfecting water mains in order to maintain optimum chlorine residual levels.
- Policy 9: The City of Pompano Beach shall review all proposed land use plan map amendments within City limits for adequacy of water supplies and identify any adverse impacts on the water supply system.

Policy 10: The City hereby incorporates by reference the City of Pompano Beach Water Supply Facility Work Plan, March 24, 2015, as well as the Broward County Water Supply Facilities Work Plan, November 24, 2014.

### **Objective 2: Level of Services**

The City of Pompano Beach shall maintain the level of service standards at 191 or lower gallons per capita per day.

Policy 1: Capital improvement projects undertaken to maintain the established levels of service will be implemented in accordance with the schedule provided in the Capital Improvement Element of the Comprehensive Plan.

Policy 2: The projected levels of service shall be the minimum levels of service maintained during the ~~ten (10) five (5)~~ year review period of the Consumptive Use Permit and ten (10) year Water Supply Plan planning periods.

Policy 3: The City shall annually evaluate the level of services standards in order to ascertain continued applicability.

Policy 4: The design capacities and current (2007) demands for the Pompano Beach Water Facility and the Broward County Water Facilities 1A and 2A are as follows

Pompano Beach Water	
Lime Softening Plant	40.00 million gallons per day in Design Capacity
Membrane Plant	10.00 million gallons per day in Design Capacity
Total	50.00 million gallons per day in Design Capacity <u>12.42</u> <del>16.23</del> million gallons per day in Current Demand
Broward County	
2A Plant	30.00 million gallons per day in Design Capacity <u>12.32</u> <del>13.33</del> million gallons per day in Current Demand
Broward County	
1A Plant	10.67 million gallons per day in Design Capacity <u>7.148</u> <del>8.00</del> million gallons per day in Current Demand

Note: All demand figures are for 2013~~07~~

Policy 5: Evaluate the need to update the Water Master Plan every five years.

Water Supply Plan: Goals, objectives, policies

~~Adopted November 25, 2008, Ordinance 2009-11~~

G:\Zoning 2009\Comprehensive Plan Text Amendments\Draft Potable Water Sub-element Amendment for Water Supply Plan Update.doc

Policy 6: Review the decennial U.S. Census data and adjust accordingly population projections.

Policy 7: The City of Pompano Beach will consult with the water supplier, prior to issuing the building permit or its functional equivalent, to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent by the City.

### **Objective 3: Coordination with other entities**

The City shall through the use of Interlocal Agreements provide potable water service to customers outside the City limits, cooperate with Broward County Utilities which serves customers inside the City limits and maintain interconnections to the potable water systems.

Policy 1: Continue to provide safe and reliable potable water services to the City of Lighthouse Point service area according to Interlocal Agreement

Policy 2: Negotiate an Interlocal Agreement or memorandum of understanding with the Town of Lauderdale by the Sea for the continued provision of safe and reliable potable water services.

Policy 3: Maintain agreements for the delivery of safe and reliable potable water to City of Pompano Beach residents which are served by outside providers.

Policy 4: Monitor development near the Town of Hillsboro Beach wellfield, which is located within the City of Pompano Beach city limits, to assist them in protecting their water supply.

Policy 5: Maintain agreements or memoranda of understanding which provide for various interconnections with other potable water entities which operate their own potable water systems

Policy 6: Share information concerning ongoing water supply needs, especially through the 10 year Water Supply Plan process, with City of Lighthouse Point, Town of Lauderdale by the Sea, and Broward County.

Policy 7: Coordinate with City of Lighthouse Point, Town of Lauderdale by the Sea, and Broward County in the implementation of alternative water supply projects (primarily water reuse), establishment of level of service standards and resource allocations.

#### **Objective 4: Capital Improvements**

The City shall review and revise priorities for the replacement of facilities, correction of existing water supply and facility deficiencies and provisions for future water supply and facility needs, as developed in the Water Master Plan for inclusion in the City's 5 year Capital Improvement Plan and the Capital Improvement Element, taking into account recent technology advances and regulatory requirements.

- Policy 1: The construction of capital improvements will be prioritized based upon periodic review of the master plans, accounting for changes recent technology advances and regulatory requirements,
- Policy 2: Where Potable water service is required concurrent with private development, it shall be the responsibility of the developer to provide these systems (except in unique State or Federal grant situation).
- Policy 3: Whenever possible, the City shall attempt to supplement potable water improvements with funding from additional revenue sources including the issuance of City revenue bonds.
- Policy 4: Prepare Master Plans for system improvements and submit recommended improvements for the first five years in the City of Pompano Beach Capital Improvement Plan. Water system improvements shall include improvements to Water Treatment Plant, Water Reuse Plant, reuse distribution system, potable water distribution system or wellfields
- Policy 5: Utility Department will evaluate the need to update Master Plan every 5 years.
- Policy 6: Upgrade water mains and lines as suggested in the Water Master Plan at strategic locations to meet current and future demand as well as maximize water quality and maintain fire flows.
- Policy 7: To minimize the interruption of potable water service to customers due to breaks in water mains, the City's Capital Improvement Plan will follow recommendations in the Water Master Plan which addresses water line replacement at an economically feasible rate.
- Policy 8: To minimize rate increases for customers, the City's Capital Improvement Plan will follow the recommendations of the Water Master Plan, Water Supply Plan and staff considerations which address the replacement of capital equipment near the end of the equipment life expectancy.

Policy 9: Rates for potable water usage shall include adequate funding for capital improvements.

**Objective 5: Water Reuse**

The existing water reuse facility will reduce consumption of potable water supplies for non potable water purposes, thereby conserving limited supplies of potable water.

Policy 1: Water reuse practices in the aquifer recharge areas will assist in the replenishment of the aquifer and halt the westward flow of the saltwater intrusion line.

Policy 2: Continue to provide reuse water at a rate lower than potable water rate.

Policy 3: Continue to construct distribution lines for the Water Reuse plant, which will enable residents, businesses and city properties to utilize reuse water for outside irrigation functions at the minimum rate of \$300,000 per year-.

Policy 4: Evaluate the need to update Water Reuse Master Plan every five years.

Policy 5: Seek available grants (federal, state and local) for the expansion of the reuse water distribution system

Policy 6: Encourage hook-ups to water reuse distribution system, especially large users, to decrease potable water usage for irrigation.

Policy 7: Install reuse distribution lines at a rate to meet Lower East Coast Water Supply Plan requirements for 203025.

Policy 8: Upgrade Water Reuse Facility to include advanced treatment in order to meet future water quality regulatory requirements for projects such as wellfield recharge, ~~as specified in the Lower East Coast Plan.~~

**Objective 6: Other Alternative Water Supply Sources**

The City shall pursue alternative sources of raw water supply/treatment such as utilization of the Floridian Aquifer through reverse osmosis and to supplement the existing water reuse system.

Policy 1: The City shall pursue alternative water supply sources as recommended in the Water Master Plan based on need.

- Policy 2: Develop Alternative Water Supplies, such as Reuse or Floridan aquifer wells, to satisfy projected water demands, which cannot be met through increased allocations in the Consumptive Use Permit.
- Policy 3: Develop partnerships with other utilities, in order to minimize cost increases, investigating other alternative water supplies such as the use of the reuse water, stormwater reservoirs and stormwater recharge.
- Policy 4: Continue exploring the water storage capabilities of the C-51 storage facility

### **Objective 7: Conservation**

Conserve potable water resources through a proactive water conservation program

- Policy 1: Maintain existing water surcharge fee which is levied during times of water shortages.
- Policy 2: Current and future raw water withdrawals shall comply with the requirements of the SFWMD consumptive use permit
- Policy 3: For all new building permits, water conserving fixtures shall be required.
- Policy 4: Encourage the planting of "Florida Friendly" plants and support "Florida-Friendly Best Management Practices for Protection of Water Resources by Green Industries, 2008". ~~xeriscape practices in new landscape installations~~
- Policy 5: Continue the public education program to encourage water conservation
- Policy 6: Maintain leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.
- Policy 7: Continue to implement a formal water conservation program as required by the Consumptive Use Permit.
- Policy 8: Revise Code of Ordinances to include updated conservation program
- Policy 9: Participate in Broward County's water conservation programs, such as "Mobile irrigation", "Water Matters" and "Know the Flow".
- Policy 10: Adopt and enforce a year-round irrigation program as referenced in the City of Pompano Beach 10 year Water Supply Plan

### **Objective 8: Aquifer Resource and Protection**

Water Supply Plan: Goals, objectives, policies

~~Adopted November 25, 2008, Ordinance 2009-11~~

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Amendments\Draft Potable Water Sub-element Amendment for Water Supply Plan Update.doc

The city shall operate the potable water system and water reuse system in a manner that treats the Biscayne Aquifer as a renewable resource and protects it from depletion.

- Policy 1: The City shall adhere to the restrictions of the Wellfield Protection Ordinance.
- Policy 2: The City shall adhere to the restrictions of the Consumptive Use Permit.
- Policy 3: Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.
- Policy 4: Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.
- Policy 5: Continue to monitor saltwater intrusion near eastern wells so that wells remain usable and that timely action to save the wells can be taken
- Policy 6: Prevent saltwater intrusion into eastern wellfield site by adding reuse water to prevent western movement of the saltwater intrusion line wellfield.
- Policy 7: Follow recommended practices and make improvements to the wells in the eastern and western wellfields as recommended in the Water Master Plan as necessary to maintain capacity and water quality.
- Policy 8: Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no ~~noxiou~~harmful impacts to the Biscayne Aquifer.

### **Objective 9: Maintenance Procedures**

Follow recommended maintenance industry standards and construct required improvements to assure proper operating capabilities as recommended in the Water Master Plan

- Policy 1: Maintain Water Treatment Plant Facility and Equipment such that Facility meets all regulatory requirements and that said equipment and facility are maintained and improved as needed.
- Policy 2: A proper preventative maintenance program effectively requires 80-90% of maintenance time, while emergency maintenance occupies only 10-20% of all maintenance hours (AWWA Manual 5).

- Policy 3: Plant chemicals are handled such that all safety requirements are met in order to prevent accidents resulting in injury, loss of life, disruption of service or costs due to environmental remediation or liability.
- Policy 4: Preventative maintenance program for wells meets sanitary survey requirements.
- Policy 5: Maintain a leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.
- Policy 6: Maintain an active Emergency Response Plan to prevent loss of human life, damage to property and to provide for continuation of service in the event of natural or man-made disaster.
- Policy 7: Maintain current interconnects with other Utilities to provide water in an emergency, and upgrade interconnects to meet backflow prevention requirements.
- Policy 8: Maintain mutual aid agreements with organizations such as FLAWARN in order to mitigate disasters.
- Policy 9: The water treatment facility and water reuse facility and distribution system shall maintain 100% compliance with all regulations.

**Objective 10: Regulatory Matters**

Comply with all water quality, operations and reporting regulations.

- Policy 1: Average of plant inspections result in 90% rating or better.
- Policy 2: Protect wells such that water quality meets all regulatory requirements.
- Policy 3: Maintain an effective distribution system per American Water Works Association (AWWA) standards such that water quality within the distribution system meets regulatory requirements and water delivery meets demand.
- Policy 4: Meet regulatory requirements as well as AWWA standards for flushing, backflow prevention, valve exercising and cross connection control.
- Policy 5: The City's Building Inspections Division~~Department~~ will perform residential reuse inspections and the City's Utilities Department will perform annual signage inspections as required by the Florida Department of Environmental Protection permit, the Broward County permit, and the City's Reuse Manual

## **Intergovernmental Coordination**

### **New Policy:**

To ensure coordination of the Comprehensive Plan with the Lower East Coast Water Supply Plan Update, approved by the South Florida Water Management District on ~~February 15, 2007~~, September 12, 2013 and prepare updates to Water Supply Plan within 18 months of any future updates to the LEC as approved by the South Florida Water Management District.

## **Land Use**

### **New Policy:**

Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

## **Conservation**

### **New Policy:**

Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

Goal 2: Incorporate the best available data and science, into its policy and planning decisions for infrastructure, (recognizing the uncertainty associated with long range climate change predictions).

## Objective 1: Southeast Florida Regional Climate Change Compact Ratification

Policy 1: The City shall adopt the southeast Florida Regional Climate Change Compact Agreed Modified Guidance developed by the U.S. Army Corps as a starting point for climate change action.

## Objective 2: Ensure Resiliency

The City shall ensure resiliency of existing and future water resources, water and wastewater infrastructure to the predicted impacts of climate impacts for the protection of water quality, flood damage and water shortages.

Water Supply Plan: Goals, objectives, policies

~~Adopted November 25, 2008, Ordinance 2009-11~~

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Policy 1: Identify public water infrastructure at risk from sea level rise and other climate change related impacts and provide periodic updated assessments no later than every five years.

Policy 2: Provide for increase assessments needed for projected water and wastewater management as changing land use patterns occur under the potential impacts of climate change.

Policy 3: Protect existing well fields, surface storage facilities, control structures, water and wastewater treatment plants and transmission infrastructure from increased coastal flooding, sea level rise, saltwater intrusion, and other potential future climate change impacts, and plan for infrastructure replacement and relocation as needed.

Policy 4: Continue to enforce mandatory reuse zones for commercial and multifamily property irrigation when reuse water is available.

Policy 5: Continue to support a comprehensive saltwater intrusion monitoring program, together with the South Florida Water Management District and the United States Geological Survey that provides measurable movement of the saltwater intrusion line.

Policy 6: Improve resilience to coastal and inland flooding, salt water intrusion, and other related impacts of climate change and sea level rise through the Comprehensive Plan Amendments and related Elements, the Ten Year Water Supply Facility Work Plan, and the Water and Reuse Master Plans.

### Objective 3: Intergovernmental Coordination

The City shall create and maintain effective intergovernmental coordination and ongoing communication that supports sustainable water supplies and resource protection while maintaining climate change preparedness.

Policy 1: Collaborate with local, regional, state and federal partner agencies on developing the scientific, technical knowledge and integrated modeling efforts and continuous data collection needed to understand the potential impacts of climate change on the region's water resources.

## LAND USE ELEMENT

### GOALS, OBJECTIVES AND POLICIES

#### Goal

- 01.00.00 The attainment of a living environment which provides the maximum physical, economic and social wellbeing for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

#### Objective Levels of Service

- 01.01.00 Annually review and periodically update Level of Service requirements availability of facilities and services.

#### Policies

- 01.01.01 Adopt and maintain community services based on the Level of Service Standards contained in the various Elements of the City's Comprehensive Plan.
- 01.01.02 Review all proposals for development or redevelopment and base the approval of same on the continued maintenance of all adopted Level of Service Standards.
- 01.01.03 Phase development concurrent with the availability or phasing of infrastructure, potable water, traffic and drainage capacity.
- 01.01.04 Maintain public and private recreation and open space facilities at a level of five (5) acres for each 1,000 residents.
- 01.01.05 Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

- 01.01.06 All site plan applications shall provide pedestrian facilities, such as but not limited to sidewalks and street trees (where not in conflict with underground utilities and permitted by City Engineer)
- 01.01.07 All site plan applications shall identify existing facilities and provide, where deficient, transit improvements, such as but not limited to bus shelters, benches, hardened surface for loading and unloading, garbage cans, bicycle racks and appropriate pedestrian connections along bus route, subject to coordination with Broward County Mass Transit.
- 01.01.08 Those facilities which are subject to concurrency requirements include: traffic circulation/transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer facilities and public schools.
- 01.01.09 To ensure the adequate provision of public services and facilities, the City shall take into consideration the tourist population and the seasonal demands placed upon the City's infrastructure.
- 01.01.10 The City shall utilize the highway capacity methodology endorsed by the Broward County Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on the regional roadway network.
- 01.01.11 Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

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**Objective Natural Resources & Historic Preservation**

01.06.00 Protect natural resources and historic properties in all land use considerations.

\*\*

~~01.06.05 Create a new Conservation Land Use Plan map designation by 2010.~~

- | 01.06.056 Require permits for new development/redevelopment to protect native vegetation and require the removal of exotic vegetation species.
  
- | 01.06.067 Enforce the procedures for compliance with the County Wellfield Protection Ordinance in areas of the City that fall within Zone 3 as depicted on the natural resource map series, at all levels of development, including Land Use Plan Amendments and Site Plans.
  
- | 01.06.078 Review all proposals for development with consideration to the Natural Resource Map Series and discourage activities which would have a detrimental impact on significant natural resource areas which may or may not be designated by Broward County as Local Areas of Particular Concern.
  
- | 01.06.089 Require all development on the barrier island lying partially on or seaward of the Coastal Construction Control line to comply with the provisions as set forth in Chapter 161 Florida Statutes.
  
- | 01.06.099 Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.
  
- | 01.06.104 Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.
  
- | 01.06.112 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.

\*\*\*

### CONSERVATION ELEMENT

#### GOALS, OBJECTIVES AND POLICIES

**Goal**

09.00.00 To protect, enhance and effectively manage the natural resources of the City in order to achieve a high environmental quality including factors that affect energy conservation.

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**Objective**

09.03.00 The quality and quantity of the City's groundwater resources shall be maintained and, where possible, enhanced.

**Policies**

09.03.01 The City shall make certain that all development within a production "wellfield cone of influence" complies with the County Wellfield Ordinance.

09.03.02 The western wellfield production quantity and quality shall be monitored particularly because of the increasing reliance on that wellfield.

09.03.03 City policies shall promote water conservation and, wherever possible, the re-use of water where the quality requirements permit.

09.03.04 The City shall keep current the emergency water conservation plan.

09.03.05 The City shall make certain that all unused wells are capped (per County and SFWMD regulations) to avoid pollution.

09.03.06 The City shall explore the possibility of ~~providing~~ servicing alternative sources of water.

09.03.07 The City shall, within its jurisdiction, enforce the graduated detailed and specific water reductions set forth by the South Florida Water Management District during times of water shortage.

~~09.03.08 The City will adopt and enforce stormwater discharge water quality standards as established by Broward County, specifically Article V, Chapter 27 of the Broward County Code of Ordinances, and as specified in the National Pollution Discharge Elimination System (NPDES) permit.~~

~~09.03.09 The City shall implement the permit regulations contained within the National Pollution Discharge Elimination System (NPDES) permit when issued by the EPA and provide adequate funding,~~

09.03.810 The City shall continue its water reuse program to combat saltwater intrusion.

09.03.911 Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

\*\*\*



**City Attorney's Communication #2015-133**

October 28, 2014

**TO:** Maggie Barszewski, AICP, Planner

**FROM:** Gordon B. Linn, City Attorney

**RE:** Ordinance to Amend the Text of Three Comprehensive Plan Elements to Address State Requirements to Incorporate Compatibility with the Updated Water Facility Work Plan

As requested in your memorandum to me of October 24, 2014, Development Services Memorandum No. 14-483, I have reviewed the Ordinance adopting a Comprehensive Plan Text Amendment that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter, please feel free to contact me.



---

GORDON B. LINN

GBL/jrm  
l:cor/zoning/2015-133

CITY OF POMPANO BEACH  
Broward County, Florida

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN, TEXT AMENDMENT TO AMEND THE POTABLE WATER SUB-ELEMENT, THE FUTURE LAND USE ELEMENT, AND THE CONSERVATION ELEMENT; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON OCTOBER 22, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on October 22, 2014 on the proposed amendment to the Future Land Use Element of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

**WHEREAS**, said amendment proposes to change the text of the Potable Water Sub-Element, the Future Land Use Element, and the Conservation Element of the Comprehensive Plan to address the Chapter 163, FS requirement to adopt the updated the Water Supply Facility Work Plan into the Comprehensive Plan by amending the affected Elements as shown in Exhibit A.

**WHEREAS**, pursuant to Ch. 163.3184(3), Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Element of the adopted City of Pompano Beach Comprehensive Plan; and

**WHEREAS**, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

**WHEREAS**, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

**WHEREAS**, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

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

**SECTION 1**: That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

**SECTION 2**: That duly noticed public hearing was held on October 22, 2014 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Element Text Amendment.

**SECTION 3**: That the City Commission hereby approves and adopts the proposed amendment to change the text of the Future Land Use Element of the Comprehensive Plan by amending the affected Elements as shown in Exhibit A.

**SECTION 4**: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Community Affairs and required State Agencies for review under the Alternative Review process allowed by Ch. 163.

**SECTION 5**: The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Element for the Planning Council to recertify the City Future Land Use Element.

**SECTION 6:** That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

**SECTION 7:** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

**SECTION 8:** That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING THIS 27<sup>th</sup> DAY OF JANUARY, 2015.

PASSED SECOND READING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

\_\_\_\_\_  
ASCELETA HAMMOND  
CITY CLERK

**Exhibit A**

1 of 16

**Proposed Amendments  
To the Pompano Beach Comprehensive Plan  
Potable Water Sub-Element  
Future Land Use Element & the  
Conservation Element**

Proposed text amendments to the Pompano Beach Comprehensive Plan's Potable Water Sub-Element, Future Land Use Element and the Conservation Element to comply with Section 163.3177, Florida Statutes, and to reflect the updates identified in the 2014 Water Supply Facilities Plan.

**Note:** underlined words are proposed additions, strikethroughs are proposed deletions.

## **Exhibit A**

*1 of 16*

# **Proposed Amendments To the Pompano Beach Comprehensive Plan Potable Water Sub-Element Future Land Use Element & the Conservation Element**

Proposed text amendments to the Pompano Beach Comprehensive Plan's Potable Water Sub-Element, Future Land Use Element and the Conservation Element to comply with Section 163.3177, Florida Statutes, and to reflect the updates identified in the 2014 Water Supply Facilities Plan.

Note: underlined words are proposed additions, strikethroughs are proposed deletions.

**POTABLE WATER SUB-ELEMENT  
GOALS, OBJECTIVES AND POLICIES**

**Goal 1:** Provide safe, reliable, cost effective potable water to all residents and business within the City’s water utility service areas and make capital improvements necessary to maintain or improve potable water services.

**Objective 1: Health & Safety**

The City shall ensure the provision of a safe and sanitary supply of potable water to customers in its service area through good operating practices.

Policy 1: Deliver safe and reliable potable water to residents and businesses in the City of Pompano Beach service area.

Policy 2: Maintain a conservation rate structure for potable water which provides a minimum level of usage at a cost effective rate

Policy 3: Maintain agreements for the delivery of safe and reliable potable water to City of Pompano Beach residents and businesses which are served by outside providers

Policy 4: Provide sufficient water to meet system designed fire flows while maintaining required system pressure.

Policy 5: Comply with all potable water standards and reporting requirements which pertain to health and safety

Policy 6: Potable water service providers should notify customers of supply interruptions, ~~when possible~~ as soon as possible and as clearly as possible.

Policy 7: Minimize the interruption of potable water service to customers and ~~wasted~~ lost water by responding quickly to breaks in water mains.

Policy 8: Follow industry standards in disinfecting water mains in order to maintain optimum chlorine residual levels.

Policy 9: The City of Pompano Beach shall review all proposed land use plan map amendments within City limits for adequacy of water supplies and identify any adverse impacts on the water supply system.

Policy 10: The City hereby incorporates by reference the City of Pompano Beach Water Supply Facility Work Plan, March 24, 2015, as well as the Broward County Water Supply Facilities Work Plan, November 24, 2014.

### **Objective 2: Level of Services**

The City of Pompano Beach shall maintain the level of service standards at 191 or lower gallons per capita per day.

Policy 1: Capital improvement projects undertaken to maintain the established levels of service will be implemented in accordance with the schedule provided in the Capital Improvement Element of the Comprehensive Plan.

Policy 2: The projected levels of service shall be the minimum levels of service maintained during the ten (10)~~five (5)~~ year review period of the Consumptive Use Permit and ten (10) year Water Supply Plan planning periods.

Policy 3: The City shall annually evaluate the level of services standards in order to ascertain continued applicability.

Policy 4: The design capacities and current (2007) demands for the Pompano Beach Water Facility and the Broward County Water Facilities 1A and 2A are as follows

Pompano Beach Water	
Lime Softening Plant	40.00 million gallons per day in Design Capacity
Membrane Plant	10.00 million gallons per day in Design Capacity
Total	50.00 million gallons per day in Design Capacity <u>12.42</u> <del>16.23</del> million gallons per day in Current Demand
Broward County	
2A Plant	30.00 million gallons per day in Design Capacity <u>12.32</u> <del>13.33</del> million gallons per day in Current Demand
Broward County	
1A Plant	10.67 million gallons per day in Design Capacity <u>7.14</u> <del>8.00</del> million gallons per day in Current Demand

Note: All demand figures are for 2013~~07~~

Policy 5: Evaluate the need to update the Water Master Plan every five years.

Water Supply Plan: Goals, objectives, policies

~~Adopted November 25, 2008, Ordinance 2009-11~~

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Policy 6: Review the decennial U.S. Census data and adjust accordingly population projections.

Policy 7: The City of Pompano Beach will consult with the water supplier, prior to issuing the building permit or its functional equivalent, to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent by the City.

### **Objective 3: Coordination with other entities**

The City shall through the use of Interlocal Agreements provide potable water service to customers outside the City limits, cooperate with Broward County Utilities which serves customers inside the City limits and maintain interconnections to the potable water systems.

Policy 1: Continue to provide safe and reliable potable water services to the City of Lighthouse Point service area according to Interlocal Agreement

Policy 2: Negotiate an Interlocal Agreement or memorandum of understanding with the Town of Lauderdale by the Sea for the continued provision of safe and reliable potable water services.

Policy 3: Maintain agreements for the delivery of safe and reliable potable water to City of Pompano Beach residents which are served by outside providers.

Policy 4: Monitor development near the Town of Hillsboro Beach wellfield, which is located within the City of Pompano Beach city limits, to assist them in protecting their water supply.

Policy 5: Maintain agreements or memoranda of understanding which provide for various interconnections with other potable water entities which operate their own potable water systems

Policy 6: Share information concerning ongoing water supply needs, especially through the 10 year Water Supply Plan process, with City of Lighthouse Point, Town of Lauderdale by the Sea, and Broward County.

Policy 7: Coordinate with City of Lighthouse Point, Town of Lauderdale by the Sea, and Broward County in the implementation of alternative water supply projects (primarily water reuse), establishment of level of service standards and resource allocations.

**Objective 4: Capital Improvements**

The City shall review and revise priorities for the replacement of facilities, correction of existing water supply and facility deficiencies and provisions for future water supply and facility needs, as developed in the Water Master Plan for inclusion in the City's 5 year Capital Improvement Plan and the Capital Improvement Element, taking into account recent technology advances and regulatory requirements.

- Policy 1: The construction of capital improvements will be prioritized based upon periodic review of the master plans, accounting for changes recent technology advances and regulatory requirements,
- Policy 2: Where Potable water service is required concurrent with private development, it shall be the responsibility of the developer to provide these systems (except in unique State or Federal grant situation).
- Policy 3: Whenever possible, the City shall attempt to supplement potable water improvements with funding from additional revenue sources including the issuance of City revenue bonds.
- Policy 4: Prepare Master Plans for system improvements and submit recommended improvements for the first five years in the City of Pompano Beach Capital Improvement Plan. Water system improvements shall include improvements to Water Treatment Plant, Water Reuse Plant, reuse distribution system, potable water distribution system or wellfields
- Policy 5: Utility Department will evaluate the need to update Master Plan every 5 years.
- Policy 6: Upgrade water mains and lines as suggested in the Water Master Plan at strategic locations to meet current and future demand as well as maximize water quality and maintain fire flows.
- Policy 7: To minimize the interruption of potable water service to customers due to breaks in water mains, the City's Capital Improvement Plan will follow recommendations in the Water Master Plan which addresses water line replacement at an economically feasible rate.
- Policy 8: To minimize rate increases for customers, the City's Capital Improvement Plan will follow the recommendations of the Water Master Plan, Water Supply Plan and staff considerations which address the replacement of capital equipment near the end of the equipment life expectancy.

Policy 9: Rates for potable water usage shall include adequate funding for capital improvements.

**Objective 5: Water Reuse**

The existing water reuse facility will reduce consumption of potable water supplies for non potable water purposes, thereby conserving limited supplies of potable water.

Policy 1: Water reuse practices in the aquifer recharge areas will assist in the replenishment of the aquifer and halt the westward flow of the saltwater intrusion line.

Policy 2: Continue to provide reuse water at a rate lower than potable water rate.

Policy 3: Continue to construct distribution lines for the Water Reuse plant, which will enable residents, businesses and city properties to utilize reuse water for outside irrigation functions at the minimum rate of \$300,000 per year.

Policy 4: Evaluate the need to update Water Reuse Master Plan every five years.

Policy 5: Seek available grants (federal, state and local) for the expansion of the reuse water distribution system

Policy 6: Encourage hook-ups to water reuse distribution system, especially large users, to decrease potable water usage for irrigation.

Policy 7: Install reuse distribution lines at a rate to meet Lower East Coast Water Supply Plan requirements for 2030~~25~~.

Policy 8: Upgrade Water Reuse Facility to include advanced treatment in order to meet future water quality regulatory requirements for projects such as wellfield recharge, as specified in the ~~Lower East Coast Plan~~.

**Objective 6: Other Alternative Water Supply Sources**

The City shall pursue alternative sources of raw water supply/treatment such as utilization of the Floridian Aquifer through reverse osmosis and to supplement the existing water reuse system.

Policy 1: The City shall pursue alternative water supply sources as recommended in the Water Master Plan based on need.

- Policy 2: Develop Alternative Water Supplies, such as Reuse or Floridan aquifer wells, to satisfy projected water demands, which cannot be met through increased allocations in the Consumptive Use Permit.
- Policy 3: Develop partnerships with other utilities, in order to minimize cost increases, investigating other alternative water supplies such as the use of the reuse water, stormwater reservoirs and stormwater recharge.
- Policy 4: Continue exploring the water storage capabilities of the C-51 storage facility

### **Objective 7: Conservation**

Conserve potable water resources through a proactive water conservation program

- Policy 1: Maintain existing water surcharge fee which is levied during times of water shortages.
- Policy 2: Current and future raw water withdrawals shall comply with the requirements of the SFWMD consumptive use permit
- Policy 3: For all new building permits, water conserving fixtures shall be required.
- Policy 4: Encourage the planting of "Florida Friendly" plants and support "Florida-Friendly Best Management Practices for Protection of Water Resources by Green Industries, 2008". ~~xeriscape practices in new landscape installations~~
- Policy 5: Continue the public education program to encourage water conservation
- Policy 6: Maintain leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.
- Policy 7: Continue to implement a formal water conservation program as required by the Consumptive Use Permit.
- Policy 8: Revise Code of Ordinances to include updated conservation program
- Policy 9: Participate in Broward County's water conservation programs, such as "Mobile irrigation", "Water Matters" and "Know the Flow".
- Policy 10: Adopt and enforce a year-round irrigation program as referenced in the City of Pompano Beach 10 year Water Supply Plan

### **Objective 8: Aquifer Resource and Protection**

Water Supply Plan: Goals, objectives, policies

~~Adopted November 25, 2008, Ordinance 2009-11~~

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The city shall operate the potable water system and water reuse system in a manner that treats the Biscayne Aquifer as a renewable resource and protects it from depletion.

- Policy 1: The City shall adhere to the restrictions of the Wellfield Protection Ordinance.
- Policy 2: The City shall adhere to the restrictions of the Consumptive Use Permit.
- Policy 3: Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.
- Policy 4: Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.
- Policy 5: Continue to monitor saltwater intrusion near eastern wells so that wells remain usable and that timely action to save the wells can be taken
- Policy 6: Prevent saltwater intrusion into eastern wellfield site by adding reuse water to prevent western movement of the saltwater intrusion line wellfield.
- Policy 7: Follow recommended practices and make improvements to the wells in the eastern and western wellfields as recommended in the Water Master Plan as necessary to maintain capacity and water quality.
- Policy 8: Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no ~~noxious~~harmful impacts to the Biscayne Aquifer.

### **Objective 9: Maintenance Procedures**

Follow recommended maintenance industry standards and construct required improvements to assure proper operating capabilities as recommended in the Water Master Plan

- Policy 1: Maintain Water Treatment Plant Facility and Equipment such that Facility meets all regulatory requirements and that said equipment and facility are maintained and improved as needed.
- Policy 2: A proper preventative maintenance program effectively requires 80-90% of maintenance time, while emergency maintenance occupies only 10-20% of all maintenance hours (AWWA Manual 5).

Water Supply Plan: Goals, objectives, policies

~~Adopted November 25, 2008, Ordinance 2009-11~~

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- Policy 3: Plant chemicals are handled such that all safety requirements are met in order to prevent accidents resulting in injury, loss of life, disruption of service or costs due to environmental remediation or liability.
- Policy 4: Preventative maintenance program for wells meets sanitary survey requirements.
- Policy 5: Maintain a leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.
- Policy 6: Maintain an active Emergency Response Plan to prevent loss of human life, damage to property and to provide for continuation of service in the event of natural or man-made disaster.
- Policy 7: Maintain current interconnects with other Utilities to provide water in an emergency, and upgrade interconnects to meet backflow prevention requirements.
- Policy 8: Maintain mutual aid agreements with organizations such as FLAWARN in order to mitigate disasters.
- Policy 9: The water treatment facility and water reuse facility and distribution system shall maintain 100% compliance with all regulations.

### **Objective 10: Regulatory Matters**

Comply with all water quality, operations and reporting regulations.

- Policy 1: Average of plant inspections result in 90% rating or better.
- Policy 2: Protect wells such that water quality meets all regulatory requirements.
- Policy 3: Maintain an effective distribution system per American Water Works Association (AWWA) standards such that water quality within the distribution system meets regulatory requirements and water delivery meets demand.
- Policy 4: Meet regulatory requirements as well as AWWA standards for flushing, backflow prevention, valve exercising and cross connection control.
- Policy 5: The City's Building Inspections Division~~Department~~ will perform residential reuse inspections and the City's Utilities Department will perform annual signage inspections as required by the Florida Department of Environmental Protection permit, the Broward County permit, and the City's Reuse Manual

Water Supply Plan: Goals, objectives, policies

~~Adopted November 25, 2008, Ordinance 2009-11~~

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**Intergovernmental Coordination**

New Policy:

To ensure coordination of the Comprehensive Plan with the Lower East Coast Water Supply Plan Update, approved by the South Florida Water Management District on ~~February 15, 2007~~, September 12, 2013 and prepare updates to Water Supply Plan within 18 months of any future updates to the LEC as approved by the South Florida Water Management District.

**Land Use**

New Policy:

Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

**Conservation**

New Policy:

Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

**Goal 2: Incorporate the best available data and science, into its policy and planning decisions for infrastructure, (recognizing the uncertainty associated with long range climate change predictions).**

**Objective 1: Southeast Florida Regional Climate Change Compact Ratification**

Policy 1: The City shall adopt the southeast Florida Regional Climate Change Compact Agreed Modified Guidance developed by the U.S. Army Corps as a starting point for climate change action.

**Objective 2: Ensure Resiliency**

The City shall ensure resiliency of existing and future water resources, water and wastewater infrastructure to the predicted impacts of climate impacts for the protection of water quality, flood damage and water shortages.

Policy 1: Identify public water infrastructure at risk from sea level rise and other climate change related impacts and provide periodic updated assessments no later than every five years.

Policy 2: Provide for increase assessments needed for projected water and wastewater management as changing land use patterns occur under the potential impacts of climate change.

Policy 3: Protect existing well fields, surface storage facilities, control structures, water and wastewater treatment plants and transmission infrastructure from increased coastal flooding, sea level rise, saltwater intrusion, and other potential future climate change impacts, and plan for infrastructure replacement and relocation as needed.

Policy 4: Continue to enforce mandatory reuse zones for commercial and multifamily property irrigation when reuse water is available.

Policy 5: Continue to support a comprehensive saltwater intrusion monitoring program, together with the South Florida Water Management District and the United States Geological Survey that provides measurable movement of the saltwater intrusion line.

Policy 6: Improve resilience to coastal and inland flooding, salt water intrusion, and other related impacts of climate change and sea level rise through the Comprehensive Plan Amendments and related Elements, the Ten Year Water Supply Facility Work Plan, and the Water and Reuse Master Plans.

### **Objective 3: Intergovernmental Coordination**

The City shall create and maintain effective intergovernmental coordination and ongoing communication that supports sustainable water supplies and resource protection while maintaining climate change preparedness.

Policy 1: Collaborate with local, regional, state and federal partner agencies on developing the scientific, technical knowledge and integrated modeling efforts and continuous data collection needed to understand the potential impacts of climate change on the region's water resources.

## LAND USE ELEMENT

### GOALS, OBJECTIVES AND POLICIES

#### Goal

- 01.00.00 The attainment of a living environment which provides the maximum physical, economic and social wellbeing for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

#### Objective Levels of Service

- 01.01.00 Annually review and periodically update Level of Service requirements availability of facilities and services.

#### Policies

- 01.01.01 Adopt and maintain community services based on the Level of Service Standards contained in the various Elements of the City's Comprehensive Plan.
- 01.01.02 Review all proposals for development or redevelopment and base the approval of same on the continued maintenance of all adopted Level of Service Standards.
- 01.01.03 Phase development concurrent with the availability or phasing of infrastructure, potable water, traffic and drainage capacity.
- 01.01.04 Maintain public and private recreation and open space facilities at a level of five (5) acres for each 1,000 residents.
- 01.01.05 Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

01.01.06 All site plan applications shall provide pedestrian facilities, such as but not limited to sidewalks and street trees (where not in conflict with underground utilities and permitted by City Engineer)

01.01.07 All site plan applications shall identify existing facilities and provide, where deficient, transit improvements, such as but not limited to bus shelters, benches, hardened surface for loading and unloading, garbage cans, bicycle racks and appropriate pedestrian connections along bus route, subject to coordination with Broward County Mass Transit.

01.01.08 Those facilities which are subject to concurrency requirements include: traffic circulation/transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer facilities and public schools.

01.01.09 To ensure the adequate provision of public services and facilities, the City shall take into consideration the tourist population and the seasonal demands placed upon the City's infrastructure.

01.01.10 The City shall utilize the highway capacity methodology endorsed by the Broward County Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on the regional roadway network.

01.01.11 Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

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**Objective Natural Resources & Historic Preservation**

01.06.00 Protect natural resources and historic properties in all land use considerations.

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~~01.06.05 Create a new Conservation Land Use Plan map designation by 2010.~~

- 01.06.056 Require permits for new development/redevelopment to protect native vegetation and require the removal of exotic vegetation species.
- 01.06.067 Enforce the procedures for compliance with the County Wellfield Protection Ordinance in areas of the City that fall within Zone 3 as depicted on the natural resource map series, at all levels of development, including Land Use Plan Amendments and Site Plans.
- 01.06.078 Review all proposals for development with consideration to the Natural Resource Map Series and discourage activities which would have a detrimental impact on significant natural resource areas which may or may not be designated by Broward County as Local Areas of Particular Concern.
- 01.06.089 Require all development on the barrier island lying partially on or seaward of the Coastal Construction Control line to comply with the provisions as set forth in Chapter 161 Florida Statutes.
- 01.06.910 Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.
- 01.06.1011 Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.
- 01.06.1112 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.

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CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

Goal

09.00.00 To protect, enhance and effectively manage the natural resources of the City in order to achieve a high environmental quality including factors that affect energy conservation.

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Objective

09.03.00 The quality and quantity of the City's groundwater resources shall be maintained and, where possible, enhanced.

Policies

09.03.01 The City shall make certain that all development within a production "wellfield cone of influence" complies with the County Wellfield Ordinance.

09.03.02 The western wellfield production quantity and quality shall be monitored particularly because of the increasing reliance on that wellfield.

09.03.03 City policies shall promote water conservation and, wherever possible, the re-use of water where the quality requirements permit.

09.03.04 The City shall keep current the emergency water conservation plan.

09.03.05 The City shall make certain that all unused wells are capped (per County and SFWMD regulations) to avoid pollution.

09.03.06 The City shall explore the possibility of ~~providing~~<sup>servicing</sup> alternative sources of water.

09.03.07 The City shall, within its jurisdiction, enforce the graduated detailed and specific water reductions set forth by the South Florida Water Management District during times of water shortage.

~~09.03.08 The City will adopt and enforce stormwater discharge water quality standards as established by Broward County, specifically Article V, Chapter 27 of the Broward County Code of Ordinances, and as specified in the National Pollution Discharge Elimination System (NPDES) permit.~~

~~09.03.09 The City shall implement the permit regulations contained within the National Pollution Discharge Elimination System (NPDES) permit when issued by the EPA and provide adequate funding.~~

09.03.810 The City shall continue its water reuse program to combat saltwater intrusion.

09.03.911 Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

\*\*\*

REQUESTED COMMISSION ACTION:

Consent      X      Ordinance      Resolution      Consideration/  
 Discussion      Presentation

SHORT TITLE

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," BY AMENDING SECTION 155.3708, "DOWNTOWN POMPANO BEACH (DP) OVERLAY DISTRICT," TO INCREASE MINIMUM REQUIRED UNIT SIZE FOR MULTI-FAMILY DWELLINGS; TO REVISE RESIDENTIAL AND NONRESIDENTIAL USE AREAS FOR PROPERTIES ABUTTING FLAGLER AVENUE AND DR. MARTIN LUTHER KING, JR. BLVD.; AND TO REQUIRE OFF-STREET PARKING IN ENCLOSED STRUCTURES FOR CERTAIN RESIDENTIAL PROJECTS LOCATED EAST OF DIXIE HIGHWAY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**Summary of Purpose and Why:**

Staff is recommending text amendments to the Downtown Pompano Beach Overlay District as follows: §155.3708.G.4 is amended to require a slightly larger minimum unit size for multi-family dwelling units. This change is proposed to encourage properties with more amenities and increase a mix of dwelling unit sizes. Table 155.3708.H.1.A is revised to require pedestrian level activity (i.e. nonresidential uses) for properties abutting Flagler Avenue and Dr. Martin Luther King Jr Blvd. As with the next revision, this change reflects the intent of the overlay district to develop a walkable, pedestrian friendly streetscape. Finally, §155.3708.K.1 is revised to require multi-family residential projects (both stand alone and mixed use) located east of Dixie Highway to provide all parking in parking garages. The purpose of this revision is to reduce the amount of surface parking, and therefore increase active uses especially in the area adjacent to the proposed train station. At their December 17, 2014 meeting, the Planning and Zoning Board reviewed the proposed text amendments to DPOD.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman *KBF* Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	11/24/2014	Approval	Memo #14-545
City Attorney	01/13/2015	Approval	Memo #2015-449 <i>[Signature]</i>
X Planning and Zoning Board		Approval	Memo #14-083 (12/26/2014)
X City Manager	<i>[Signature]</i>	<i>[Signature]</i>	

Ordinance Workshop	Resolution	Consideration
1 <sup>st</sup> Reading <u>3/10/15</u>	1 <sup>st</sup> Reading _____	Results: _____
2 <sup>nd</sup> Reading <u>3/24/15</u>	_____	Results: _____
_____	_____	_____
_____	_____	_____



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

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.3708, "DOWNTOWN POMPANO BEACH (DP) OVERLAY DISTRICT," TO INCREASE MINIMUM REQUIRED UNIT SIZE FOR MULTI-FAMILY DWELLINGS; TO REVISE RESIDENTIAL AND NONRESIDENTIAL USE AREAS FOR PROPERTIES ABUTTING FLAGLER AVENUE AND DR. MARTIN LUTHER KING, JR. BLVD.; AND TO REQUIRE OFF-STREET PARKING IN ENCLOSED STRUCTURES FOR CERTAIN RESIDENTIAL PROJECTS LOCATED EAST OF DIXIE HIGHWAY; 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 155.3708, "Downtown Pompano Beach (DP) Overlay District," of Chapter 155, "Zoning Code," of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

**§ 155.3708. DOWNTOWN POMPANO BEACH OVERLAY DISTRICT**

...

**G. BUILDING PLACEMENT REGULATING DIAGRAMS AND MODIFIED DIMENSIONAL STANDARDS.**

**1. Building Typology**

...

**4. Minimum Unit Sizes for Residential Development**

Floor area per dwelling unit, minimum (sq ft)	SF	950		
	2F	750		
	MF	Efficiency units: 500 Other units: 650 + 100 per BR>1		
	MF	<u>Efficiency Units</u>	<u>600</u>	
		<u>1 Bedroom</u>	<u>800</u>	
		<u>2 Bedroom</u>	<u>1,000</u>	
		<u>3 Bedroom</u>	<u>1,200</u>	
	<u>Additional Bedroom</u>	<u>100</u>		

**H. USE REGULATING PLAN AND MODIFIED USE STANDARDS.**

**1. Use Regulating Plan**

- a. All new and existing development shall comply with the standards found within the Use Regulating Plan and the Principal Uses Regulating Table. The Use Regulating Plan separates the DPOD into use areas. Table 155.3708.H.1.a lists the Use Areas with the requirements of Residential and Nonresidential Uses.

TABLE 155.3708.H.1.A: USE AREAS WITH REQUIREMENTS ON RESIDENTIAL AND NONRESIDENTIAL USES		
USE AREA	RESIDENTIAL	NONRESIDENTIAL
MM-1: Mixed Use Main Street 1	For properties abutting Dr. Martin Luther King, (MLK) Jr. Blvd., Not Permitted on the portion of the 1st Floor fronting MLK	For properties abutting <u>Dr. Martin Luther King, (MLK) Jr. Blvd.</u> Required on <u>the portion of the 1st Floor fronting MLK</u>
	For all properties, Optional on 2nd Floor	For all properties, Optional on 2nd Floor
	For all properties, Required on 3rd Floor and above	For all properties, Not Permitted on 3rd Floor and above

...	...	...
MUR: Mixed Use Residential	<u>For properties abutting Flagler Avenue, Not Permitted on 1st Floor</u>	<u>For properties abutting Flagler Avenue, Required on 1st Floor</u>
	<u>For properties not abutting Flagler Avenue, Optional on 1st Floor</u>	<u>For properties not abutting Flagler Avenue, Optional on 1st Floor</u>
	<u>For all properties, Optional on 1st and 2nd Floor</u>	<u>For all properties, Optional on 1st and 2nd Floor</u>
	<u>For all properties, Required on 3rd Floor and above</u>	<u>For all properties, Not Permitted on 3rd Floor and above</u>
MO: Mixed Use Optional	<u>For properties abutting Flagler Avenue, Not Permitted on 1st Floor</u>	<u>For properties abutting Flagler Avenue, Required on 1st Floor</u>
	<u>For properties not abutting Flagler Avenue, Optional on 1st Floor</u>	<u>For properties not abutting Flagler Avenue, Optional on 1st Floor</u>
	<u>For all properties, Optional on all other Floors</u>	<u>For all properties, Optional on all other Floors</u>
...	...	...

- b. The Use Regulating Plan also depicts the location of the Historic Core and Historic Transition ~~Area-s~~ Areas, which have modified use standards listed in Table 155.3708.H.2.

...

**K. ADDITIONAL DPOD STANDARDS**

In addition to the Regulating Plans, the following standards apply to properties within the DPOD.

**1. Reduced and Modified Off-street Parking Standards**

- a.** Properties developed in full compliance with the Use Regulating Plan and the Density Regulating Plan are eligible for reduced parking. However in no case shall a property be permitted to utilize one of the following parking reductions and a parking reduction per Section 155.5102.K (Reduced Parking Requirements for Parking Demand Reduction Strategies) or per Table 155.5803.A: Sustainability Bonuses.

- a i. All developments, except single family detached dwellings and eating and drinking establishments, shall provide at least 80 percent of the minimum number of off-street parking spaces required per Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces.

b ii. Eating and drinking establishments shall provide a minimum of six spaces per 1,000 sq ft of customer service area.

e iii. Off-street parking is not required for non-residential uses with a maximum 10,000 sf gfa and whose primary pedestrian entrance is located within 800 feet of the BCT North East Transit Center.

d iv. When directly abutting MLK Boulevard, or located within the Historic Core and Historic Transition Areas Areas, locally designated historic buildings and existing commercial buildings located, shall not be required to provide parking in addition to that which exists.

e v. Senior Housing

i (A) Developments where all of the dwelling units are Senior Housing approved and/or funded by US HUD, the required off-street parking may be reduced to a minimum of one parking space per every dwelling unit.

ii (B) Developments where a portion of the dwelling units are Senior Housing approved and/or funded by US HUD, the required off-street parking may be reduced to a minimum of one parking space per every "Senior Housing" dwelling unit. The dwelling units that are not designated "Senior Housing" shall provide parking at the standard parking rate.

iii (C) The applicant shall submit plans which demonstrate how the remaining parking will be accommodated in the event that the Senior Housing dwelling units are converted to non-Senior Housing.

b. Excluding townhouse and zero lot lines building typologies, all multi-family developments which are located east of Dixie Highway and all mixed use developments which include a residential component which are located east of Dixie Highway shall provide all off-street parking spaces in enclosed parking garage structures. No surface level parking lots are permitted for these properties.

...

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

**SECTION 3.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
1/14/15  
L:ord/ch155/2015-163



**City Attorney's Communication #2015-449**

January 13, 2015

**TO:** Karen Friedman, AICP, Planner

**FROM:** Gordon B. Linn, City Attorney

**RE:** Ordinance Amending Section 155.3708, "Downtown Pompano (DP) Overlay District"

As requested in your memorandum of December 22, 2014, Department of Development Services Memorandum No. 14-584, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

**AN ORDINANCE AMENDING CHAPTER 155, "ZONING CODE," OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 155.3708, "DOWNTOWN POMPANO BEACH (DP) OVERLAY DISTRICT," TO INCREASE MINIMUM REQUIRED UNIT SIZE FOR MULTI-FAMILY DWELLINGS; TO REVISE RESIDENTIAL AND NONRESIDENTIAL USE AREAS FOR PROPERTIES ABUTTING FLAGLER AVENUE AND DR. MARTIN LUTHER KING, JR. BLVD.; AND TO REQUIRE OFF-STREET PARKING IN ENCLOSED STRUCTURES FOR CERTAIN RESIDENTIAL PROJECTS LOCATED EAST OF DIXIE HIGHWAY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the ordinance to ensure that it meets with your request.



---

GORDON B. LINN

/jrm  
l:cor/dev-srv/2014-112

Attachment

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY  
MEMORANDUM #14-083**

**DATE:** December 26, 2014  
**TO:** City Commission  
**FROM:** Planning and Zoning Board/ Local Planning Agency  
**SUBJECT:** Proposed Text Amendments to Zoning Code, Downtown Pompano Beach Overlay District

---

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on December 17, 2014, the Board considered proposed text amendments to the Zoning Code regarding revisions to standards in the Downtown Pompano Beach Overlay District as set forth in the Department of Development Services Administrative Report 14-545.

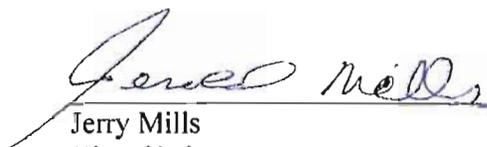
Specifically, staff prepared text amendments to the following subsections of §155.3708, Downtown Pompano Beach Overlay District:

§155.3708.G.4 - Minimum Unit Sizes for Residential Development

Table 155.3708.H.1.A: Use Areas with Requirements on Residential and Nonresidential Uses

§155.3708.K.1 - Reduced and Modified Off-street Parking Standards

With a four to one vote for the approval of the amendment, Richard Klosiewicz casting the dissenting vote, it is the recommendation of the Board that the text amendments be approved.

  
\_\_\_\_\_  
Jerry Mills  
Vice-Chairman  
Planning and Zoning Board/ Local Planning Agency

**ADMINISTRATIVE MEMORANDUM NO. 14-545**

**DATE:** November 24, 2014  
**TO:** Planning and Zoning Board  
**VIA:** Robin M. Bird, Director of Development Services *RB*  
**FROM:** Karen Friedman, AICP, Planner *KBF*  
**RE:** Text Amendments to Downtown Pompano Beach Overlay District

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Staff prepared text amendments to the following subsections of §155.3708, Downtown Pompano Beach Overlay District:

**§155.3708.G.4 - Minimum Unit Sizes for Residential Development.**

In an effort to encourage properties with more amenities and better quality dwelling units, the revision includes a slight increase for the minimum unit size for multi-family dwelling units. Further, in order to clarify the minimum unit size required, the revision also specifies the minimum size for each bedroom type.

**Table 155.3708.H.1.A: Use Areas with Requirements on Residential and Nonresidential Uses**

This table has been revised to require pedestrian level activity (i.e. nonresidential uses) for properties abutting Flagler Avenue and Dr. Martin Luther King Jr Blvd. A copy of the Use Regulating Plan with the impacted properties outlined in red is attached for your reference.

**§155.3708.K.1 - Reduced and Modified Off-street Parking Standards**

Due to the adjacency to the proposed train station and the intent to develop a transit oriented district, this revision would prohibit multi-family residential projects (both stand alone and mixed use) that are east of Dixie Highway from developing surface level parking. Rather all parking would need to be provided for in parking garages.

Staff is requesting the Board approve these recommended changes to the City Commission for adoption.



# LEGEND

## USE REGULATING PLAN

MM1 	MIXED-USE MAIN STREET-1.
MM2 	MIXED-USE MAIN STREET-2.
MUR 	MIXED-USE RESIDENTIAL.
MO 	MIXED-USE OPTIONAL.
RM	MULTI FAMILY RESIDENTIAL .
RS 	SINGLE FAMILY RESIDENTIAL .
MUCP 	MIXED-USE COMMERCE PARK.
CC1 	CIVIC CAMPUS-1 .
CC2 	CIVIC CAMPUS-2.
RO 	RECREATION / OPEN SPACE
CF 	COMMUNITY FACILITIES
PU 	PUBLIC UTILITIES
TR 	TRANSIT FACILITIES.
	HISTORIC CORE
	HISTORIC TRANSITION

# Article 3: Zoning Districts

\*\*\*

## Part 7: Overlay Zoning Districts

\*\*\*

### 155.3708. DOWNTOWN POMPANO BEACH (DP) OVERLAY DISTRICT

\*\*\*

#### G. Building Placement Regulating Diagrams and Modified Dimensional Standards.

\*\*\*

#### 4. Minimum Unit Sizes for Residential Development

Floor area per dwelling unit, minimum (sq ft)	SF	950	
	2F	750	
	MF	Efficiency units: 500- Other units: 650 + 100 per BR>1	
	MF	<u>Efficiency Units</u>	<u>600</u>
		<u>1 Bedroom</u>	<u>800</u>
		<u>2 Bedroom</u>	<u>1,000</u>
		<u>3 Bedroom</u>	<u>1,200</u>
		<u>Additional Bedroom</u>	<u>100</u>

\*\*\*

**H. Use Regulating Plan and Modified Use Standards.**

**1. Use Regulating Plan**

- a. All new and existing development shall comply with the standards found within the Use Regulating Plan and the Principal Uses Regulating Table. The Use Regulating Plan separates the DPOD into use areas. Table 155.3708.H.1.a lists the Use Areas with the requirements of Residential and Nonresidential Uses.

TABLE 155.3708.H.1.A: Use Areas with Requirements on Residential and Nonresidential Uses		
Use Area	Residential	Nonresidential
MM-1: Mixed Use Main Street 1	<p>For properties abutting Martin Luther King Jr Blvd, Not Permitted on the portion of the 1st Floor fronting Martin Luther King Jr Blvd</p> <p>For all properties, Optional on 2nd Floor</p> <p>For all properties, Required on 3rd Floor and above</p>	<p>For properties abutting Martin Luther King Jr Blvd, Required on the portion of the 1st Floor fronting Martin Luther King Jr Blvd</p> <p>For all properties, Optional on 2nd Floor</p> <p>For all properties, Not Permitted on 3rd Floor and above</p>
***	***	***
MUR: Mixed Use Residential	<p>For properties abutting Flagler Avenue, Not Permitted on 1st Floor</p> <p>For properties not abutting Flagler Avenue, Optional on 1st Floor</p> <p>For all properties, Optional on 1st and 2nd Floor</p> <p>For all properties, Required on 3rd Floor and above</p>	<p>For properties abutting Flagler Avenue, Required on 1st Floor</p> <p>For properties not abutting Flagler Avenue, Optional on 1st Floor</p> <p>For all properties, Optional on 1st and 2nd Floor</p> <p>For all properties, Not Permitted on 3rd Floor and above</p>
MO: Mixed Use Optional	<p>For properties abutting Flagler Avenue, Not Permitted on 1st Floor</p> <p>For properties not abutting Flagler Avenue, Optional on 1st Floor</p> <p>For all properties, Optional on all other Floors</p>	<p>For properties abutting Flagler Avenue, Required on 1st Floor</p> <p>For properties not abutting Flagler Avenue, Optional on 1st Floor</p> <p>For all properties, Optional on all other Floors</p>
***	***	***

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**K. Additional DPOD Standards**

In addition to the Regulating Plans, the following standards apply to properties within the DPOD.

**1. Reduced and Modified Off-street Parking Standards**

- a. Properties developed in full compliance with the Use Regulating Plan and the Density Regulating Plan are eligible for reduced parking. However in no case shall a property be permitted to utilize one of the following parking reductions and a parking reduction per Section 155.5102.K (Reduced Parking Requirements for Parking Demand Reduction Strategies) or per Table 155.5803.A: Sustainability Bonuses.
- a j. All developments, except single family detached dwellings and eating and

drinking establishments, shall provide at least 80 percent of the minimum number of off-street parking spaces required per Table 155.5102.D.1, Minimum Number of Off-Street Parking Spaces.

- b ii. Eating and drinking establishments shall provide a minimum of six spaces per 1,000 sq ft of customer service area.
- e iii. Off-street parking is not required for non-residential uses with a maximum 10,000 sf gfa and whose primary pedestrian entrance is located within 800 feet of the BCT North East Transit Center.
- d iv. When directly abutting MLK Boulevard, or located within the Historic Core and Historic Transition Areas, locally designated historic buildings and existing commercial buildings located, shall not be required to provide parking in addition to that which exists.
- e v. **Senior Housing**
  - i A. Developments where all of the dwelling units are Senior Housing approved and/or funded by US HUD, the required off-street parking may be reduced to a minimum of one parking space per every dwelling unit .
  - ii B. Developments where a portion of the dwelling units are Senior Housing approved and/or funded by US HUD, the required off-street parking may be reduced to a minimum of one parking space per every "Senior Housing" dwelling unit . The dwelling units that are not designated "Senior Housing" shall provide parking at the standard parking rate.
  - iii C. The applicant shall submit plans which demonstrate how the remaining parking will be accommodated in the event that the Senior Housing dwelling units are converted to non-Senior Housing.

b. Excluding townhouse and zero lot lines building typologies, all multi-family developments which are located east of Dixie Highway and all mixed use developments which include a residential component which are located east of Dixie Highway shall provide all off-street parking spaces in enclosed parking garage structures. No surface level parking lots are permitted for these properties.



Meeting Date: March 24, 2015

Agenda Item 39

REQUESTED COMMISSION ACTION:

Consent     Ordinance     Resolution     Consideration     Workshop

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 A CONTRACT FOR CONSULTING/ PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CHEN MOORE AND ASSOCIATES, INC. FOR AVONDALE STORMWATER IMPROVEMENT PROJECT PROVIDING AN EFFECTIVE DATE (\$178,655)

**Summary of Purpose and Why:** Chen Moore & Associates was selected to design this project after the evaluation of responses to RLI T-02-14. They have completed part one of the design which was to provide a detailed survey, more detailed modeling, permit verification and the creation of a report identifying the alternative improvements and the associated anticipated costs identified in the Stormwater Master Plan. This contract is for the preparation and permitting of final construction documents based on the preliminary design report. (\$178,655)



Accomplishing this item supports achieving initiative 1.6 Improve Stormwater disposal and treatment process identified in the City's Great Places Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff, Stormwater Master Plan
- (2) Primary staff contact: Robert McCaughan/ Alessandra Delfico PE Ext 4507/ 4144
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: CIP project 14-248 Account No 425-7526-538.65-03, \$178,655

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Engineering	<u>3-6-15</u>	APPROVE	<u>[Signature]</u>
Public Works	<u>3/9/15</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>3/11/15</u>	—	<u>[Signature]</u>
Finance	<u>3/11/15</u>	APPROVE	<u>[Signature]</u>
Budget	<u>3-12-15</u>	APPROVE	<u>[Signature]</u>

Advisory Board  
 Development Services Director  
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



**City Attorney's Communication #2015-633**

February 23, 2015

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

**FROM:** Gordon B. Linn, City Attorney

**RE:** Ordinance – Chen Moore and Associates, Inc.

Pursuant to your email dated February 19, 2015, I have prepared and attached the following captioned Ordinance.

**AN ORDINANCE OF THE CITY COMMISSION OF  
THE CITY OF POMPANO BEACH, FLORIDA,  
APPROVING AND AUTHORIZING THE PROPER  
CITY OFFICIALS TO EXECUTE A CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES  
BETWEEN THE CITY OF POMPANO BEACH AND  
CHEN MOORE AND ASSOCIATES, INC. FOR  
ENGINEERING SERVICES FOR AVONDALE  
STORMWATER IMPROVEMENT PROJECT;  
PROVIDING AN EFFECTIVE DATE.**

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

---

GORDON B. LINN

/jrm  
l:cor/engr/2015-633

Attachment

**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.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

GBL/jrm  
2/23/15  
l:reso/2015-219

*CITY OF POMPANO BEACH,  
FLORIDA*

**CONSULTANT AGREEMENT**

**with**

**Chen Moore and Associates, Inc.**



***CONTRACT FOR ENGINEERING SERVICES  
for***

**Avondale Stormwater Improvement Project**

**RFI T-02-14**

eight thousand six hundred fifty five Dollars (\$ 178,655 ). The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of ~~City's obligation to pay Consultant~~, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed five hundred Dollars (\$ 500 ) and as provided for in Paragraph C of this Article. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of-pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

#### **ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

#### **ARTICLE 5 – TERMINATION**

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance

## **ARTICLE 7 – SUBCONTRACTING**

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

## **ARTICLE 8 – FEDERAL AND STATE TAX**

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

## **ARTICLE 9 – AVAILABILITY OF FUNDS**

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

## **ARTICLE 10 - INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in

subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 – DEBT**

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

#### **ARTICLE 18 – CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

## **ARTICLE 25 – MODIFICATION OF SCOPE OF WORK**

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of \$25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

## **ARTICLE 26 – NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

### **FOR CITY:**

City Manager  
City of Pompano Beach  
Post Office Drawer 1300  
Pompano Beach, Florida 33061

### **FOR CONSULTANT:**

Peter Moore  
Chen Moore and Associates, Inc.  
500 West Cypress Creek  
Fort Lauderdale, Florida  
33309

## **ARTICLE 27 – OWNERSHIP OF DOCUMENTS**

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

**"CONSULTANT"**

Chen Moore and Associates, Inc.

Witnesses:

[Signature]  
Signature

Jason McClair  
Name Typed, Printed or Stamped

By: [Signature]  
Signature

PETER MOORE  
Name Typed, Printed or Stamped

Title: PRESIDENT

Address: 500 W. CYPRESS CREEK RD H630  
FOOT LAUDERDALE, FL 33307

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of February, 2015 by Peter Moore, on behalf of Chen Moore & Associates. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

Kathryn J. Horrigan  
NOTARY PUBLIC, STATE OF FLORIDA

Kathryn J. Horrigan  
(Name of Acknowledger Typed, Printed or Stamped)

FF 088981  
Commission Number



EGR  
8/9/11  
I:agr/engr/Master Contracts/Master Contract - Single Project



**Florida's Warmest Welcome**

**CITY OF POMPANO BEACH  
REQUEST FOR LETTERS OF INTEREST  
T-02-14**

**AVONDALE NEIGHBORHOOD STORMWATER  
IMPROVEMENTS**

**RLI OPENING: NOVEMBER 19, 2013, 2:00 P.M.  
PURCHASING OFFICE  
1190 N.E. 3RD AVENUE, BUILDING C (Front)  
POMPANO BEACH, FLORIDA 33060**

- Prepare all required bidding and construction documents for the projects. This will include preparing surveys, design plans; supplementary contract requirements, technical specifications and cost estimates.
- Attendance at City Commission, pre-design, design, bidding and bid award meetings may be required.
- Coordinate processing the projects through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- Prepare and process all required permit applications and submittal packages as required for permit issuance of all agency permits (i.e. State, County and City).
- Attend pre-bid meeting, respond to bidder questions and prepare possible bid addendums for project revisions.
- Assist the City in making bid award recommendations for contracting/construction services.
- Provide construction engineering/management services for the projects. Services during construction may include periodic or routine inspections, threshold inspections, shop drawing/contractor submittal reviews and approvals, responding to contractor requests for information, and reviewing contractor payment applications.
- Provide project closeout services. This may include preliminary and final acceptance of projects, preparation and approval of punch list items and project certification as required to all permitting agencies.

Firms must have previous demonstrable experience with municipal or governmental agencies for projects of varying sizes and types. Firms must be licensed to practice engineering in the State of Florida, according to Florida State Statute 481, by the Board of Professional Regulation.

**2. Tasks/Deliverables**

- a. Survey Area
- b. Verify recommended alternative from the Stormwater Master Plan
- c. Produce a schematic design based on the recommended alternative
- d. Design and permit the recommended alternative
- e. Perform bidding and construction related services
- f. Update the stormwater model based on the as built information

**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

5. **Required Proposal Submittal**

**Submission/Format Requirements**

Submit one (1) original unbound proposal and five (5) bound photocopies of the proposal. Use 8 ½" x 11" plain white paper; proposal to be 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). Duplicate copies must contain all information included in the original submittal. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

**Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Interest:**

A Letter of Interest, signed by an authorized representative of your firm, expressing your understanding of the project and expressing a positive commitment to provide the services described herein. In the letter, include:

- complete corporate name of the primary firm responding
- applicable Federal Tax Identification Number
- address
- telephone and fax numbers
- name, title, and email of the person to contact regarding your submission

Please limit this section to two pages.

**Technical Approach:**

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

**Schedule:**

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

**Project Team Form:**

Submit a completed "Project Team" form. The purpose of this form is to identify the key members of your team, including any specialty subconsultants.

**Organizational Chart:**

**Local Businesses:**

Completed Local Business program forms, Exhibits E-H, if applicable.

**Litigation:**

Disclose any litigation within the past five (5) years arising out your firm's performance, including status/outcome.

**Acknowledgement of all Addenda issued.**

**City Forms:**

Responses should include all pages of this solicitation, initialed where indicated, in addition to completed SBE and Local Business forms.

**6. Insurance**

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
  - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
  - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

**7. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

The Committee will rank responses based upon the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Prior experience of the firm with projects of similar size and complexity:	0-30
a. Number of similar projects	
b. Complexity of similar projects	
c. References from past projects performed by the firm	
d. Previous projects performed for the City	
e. Litigation within the past 5 years arising out of firm's performance	
2. Qualifications of personnel including sub consultants:	0-20
a. Organizational chart for project	
b. Number of technical staff	
c. Qualifications of technical staff:	
(1) Number of licensed staff	
(2) Education of staff	
(3) Experience of staff on similar projects	
3. Proximity of the nearest office to the project location:	0-10
a. Location	
b. Number of staff at the nearest office	
4. Technical approach to perform the tasks described in the Scope of Services:	0-30
a. Level of effort	
b. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	
5. Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)	0-10
<b>Total</b>	<b>0-100</b>

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the firm with the lowest value of work as a prime contractor on City of Pompano Beach projects

the contract and retain them until the expiration of three years after final payment under the contract.

**10. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

**11. No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

**12. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**13. Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**14. Contract Terms**

The contract resulting from this RLI shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RLI document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**15. Waiver**

**20. RLI Conditions and Provisions**

The proposal must be submitted to the 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 RLI as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Exceptions or deviations to this solicitation may not be added after the submittal date.

All Proposers are required to provide all information requested in this RLI. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RLI, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

**21. Standard Provisions**

a. Governing Law

Any agreement resulting from this RLI shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity,

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

**22. Questions and Communication**

All questions regarding the RLI 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](mailto:purchasing@copbfl.com). All questions must include the inquiring firm's name, address, telephone number and RLI name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

**23. Addenda**

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

EXHIBIT "A"  
CITY OF POMPANO BEACH, FLORIDA  
SMALL BUSINESS ENTERPRISE  
PARTICIPATION FORM

RLI 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



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8. Other comments: \_\_\_\_\_

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Note: Please attach the unavailability letters with this report.

EXHIBIT F  
LOCAL BUSINESS  
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

\_\_\_\_\_ an individual

\_\_\_\_\_ a corporation

\_\_\_\_\_ a partnership

\_\_\_\_\_ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Local Business Contractor)

BY: \_\_\_\_\_

EXHIBIT H  
GOOD FAITH EFFORT REPORT  
LOCAL BUSINESS PARTICIPATION

RLI # \_\_\_\_\_

1. What portions of the contract have you identified as Local Business opportunities?

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2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

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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?

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

November 12, 2013

ADDENDUM #1, RLI T-02-14

AVONDALE NEIGHBORHOOD STORMWATER IMPROVEMENTS

To Whom It May Concern,

**No further technical specification questions will be accepted for this project.**

Please review the following questions submitted by potential bidders, and answers from the City.

**Q1:** In Section 5 – Required proposal Submittal – Submission/Format Requirements – Organization Chart: The document requests description of (as a minimum) the basic approach. Does this text need to be on the actual Organizational Chart Graphic, or can this text follow on a separate sheet?

**Response:** A separate sheet may be used if required.

**Q2:** Further how is this approach different from the Tech approach requested prior in these same requirements?

**Response:**

**Technical Approach:**

Firms or teams shall submit their technical approach to the tasks described in the **scope**, including details of how each phase of the project would be completed, and how their firm proposes to maintain time schedules and cost controls.

**Organizational Chart:**

Specifically identify the management plan (if needed) and provide an organizational chart for the team. The proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of **separate components** of the scope of services.

**Q3:** In Section 11 and Section 14 – each require completed SBE forms – is this information needed to be presented in both sections?

**Response:**

The City has set a 5% 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

REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Consideration/ Discussion	<input type="checkbox"/>	Presentation
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SHORT TITLE      AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE FIRST BAPTIST CHURCH OF POMPANO BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Staff is seeking City Commission approval of an Ordinance to execute a lease agreement with the First Baptist Church of Florida ("FBC"). The City wishes to enter into a lease agreement to be able to provide additional parking capacity in support of redevelopment efforts in Old Town (see Location Map). The agreement with FBC will result in an additional 126 parking spaces (see Exhibit "A") to accommodate merchants and local residents. Staff recommends approval.



- (1) Origin of request for this action: City Commission
- (2) Primary staff contact: Dennis W. Beach/Horacio Danovich      Ext. 786-4601
- (3) Expiration of contract, if applicable: \_\_\_\_\_
- (4) Fiscal impact and source of funding: \$15,120.00 per year (account 472-4710-545-4410 – rentals and leases), plus landscape maintenance costs.

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
<u>City Attorney</u>	_____	_____	_____
<u>Budget</u>	_____	<u>Approval</u>	_____
<u>X Finance Director</u>	_____	_____	_____
<u>X City Manager</u>	_____	_____	_____

**ACTION TAKEN BY COMMISSION:**

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

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**MEMORANDUM**

March 18, 2015

TO: City Commission

THRU: Kim Briesemeister, CRA Executive Director  
Chris Brown, CRA Executive Director  
Dennis Beach, City Manager

FROM: Horacio Danovich, CIP Engineer



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**Issue**

Staff is seeking City Commission approval of an Ordinance to execute a lease agreement with the First Baptist Church of Florida (“Owner”) related to property located at 117 NE 1 Street (See Location Map).

**Recommendation**

Staff recommends Approval of the Ordinance.

**Background**

Staff is seeking City Commission authorization to execute an Ordinance to enter into a lease agreement with the property Owner for land located at 117 NE 1 Street. The area being leased is shown on Exhibit “A” (survey) encompassing a total of 126 parking spaces, 44 near the SE corner of NE 1 Avenue and NE 2 Street, and 82 closer to the intersection of NE 2 Avenue and NE 2 Street.

This Ordinance will allow the City to secure additional parking in support of the City’s plans in Old Town. The plan will help improve the overflow parking capacity in the area. The parking lot is expected to provide parking accommodations in support of existing retail stores as well as new businesses. These businesses will benefit from parking facilities in proximity to their stores. The parking lot housing 44 spaces is expected to be used to provide accommodations for store owners, employees and the public at large during regular business hours. After business hours, both lots will be used as overflow parking in support of existing retail establishments as well as future restaurants and new businesses. In the future, it is the City’s plan to engage a valet parking operator to manage and operate the facility. This activity is expected to occur upon observing reasonable demand for such services.

As a function of this five-year agreement, the City will pay the Owner \$15,120.00 per year. This equates to \$10.00 per parking space. This unit cost will remain in effect for the first two (2) years. Each year thereafter, the unit cost will increase at a rate of \$0.50 per space (for Year 3 the fee will



**City Attorney's Communication #2015-741**

March 18, 2015

**TO:** Horacio Danovich, Pompano Beach CRA Engineer

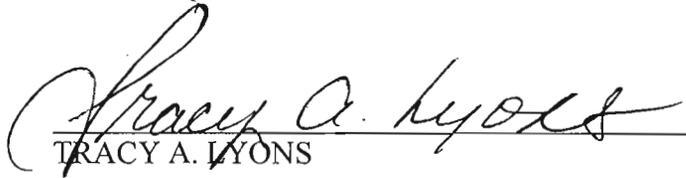
**FROM:** Tracy A. Lyons, Assistant City Attorney

**RE:** Ordinance – Ground Lease Agreement Between the City of Pompano Beach and The First Baptist Church of Pompano Beach, Florida

As requested, attached please find the following captioned Ordinance:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE FIRST BAPTIST CHURCH OF POMPANO BEACH, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

  
TRACY A. LYONS

/jrm  
l:cor/cra/2015-741

Attachment

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.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**

/jrm  
3/4/15  
L:ord/2015-240

**GROUND LEASE AGREEMENT**

*between*

**THE CITY OF POMPANO BEACH**

*and*

**THE FIRST BAPTIST CHURCH OF  
POMPANO BEACH, FLORIDA**

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**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
by and between:

**THE FIRST BAPTIST CHURCH OF POMPANO BEACH,  
FLORIDA**, a Florida non profit corporation, having its principal  
address at 138 NE 1<sup>st</sup> Street, Pompano Beach, Florida, 33060  
(hereinafter referred to as "Lessor"),

**and**

**CITY OF POMPANO BEACH**, a municipal corporation,  
organized and existing under the laws of the State of Florida,  
having its principal office at 100 West Atlantic Boulevard,  
Pompano Beach, Florida (hereinafter referred to as the "Lessee").

**W I T N E S S E T H:**

**1. DEMISE; DESCRIPTION OF PREMISES.**

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of providing additional public parking for patrons of surrounding commercial establishments, and for no other purpose, one hundred twenty-six (126) parking spaces from the Lessor's Church parking lot, the portion of which is located and bounded by N.E. 1<sup>st</sup> street, N.E. First Avenue, N.E. 2<sup>nd</sup> Street and N.E. 2<sup>nd</sup> Avenue, which are more specifically described premises in Exhibit "A" which is attached hereto and made a part hereof, and which are situated in the City of Pompano Beach, County of Broward, State of Florida. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

for valet and self-parking. Lessor shall have use of all 269 parking spaces in the mornings, 227 spaces during the lunch times and 163 spaces at nighttime, except as otherwise reference above.

B. The parking plan as described in Exhibit "A" attached hereto and incorporated herein, depicts the existing parking lot and provides for approximately 269 parking spaces which represent the total number of existing spaces. The lessee's leased area does not include the parking area that is permanently available to the Church at all times as depicted in Exhibit "A".

C. **Exceptions.** The following holidays will be exempt from Lessee's use of the designated rented parking spaces and the same may be used by Lessor solely for its purposed with no further deduction in the rental pricing:

- Christmas Eve Services – 5:00 p.m. – 10:00 p.m.
- Christmas Day Services (only in calendar year 2016)
- Sunday Services, and any other days and times listed in the Lease including, Monday and Wednesday evenings from 5:00 p.m. to 10:00 p.m.

Parties further agree that Lessor shall annually host one or more special events but no more than six (6) per year. Lessor agrees to give Lessee at least thirty (30) days' advance notice of the date and scheduling of such special events. Additionally, if Lessor requires said property to be used for weddings, Lessor shall provide a thirty (30) day advanced notice. Lessor retains the right to use said premises for purposes of funeral parking on an As-Needed basis without notice to the Lessee.

Lessor shall provide Lessee with a schedule of said special events no later than December 1 of each calendar year.

Lessee may use the Premises only for the permitted uses outlined herein. The Premises shall be used to provide for parking to patrons visiting surrounding area commercial establishments.

D. **Permits, Approvals and Fees.** It is understood and agreed that any construction or other improvements on the Premises shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the City, County, State and Federal governments, and that Lessee shall be responsible for obtaining all necessary zoning and building permits and any other approvals or permits which may be required and shall pay all charges therefore. The Lessor shall cooperate with, support and join in, to the extent required, all necessary applications, site plan approval, building permits, variances, special exceptions and other approvals, permits, and licenses for the construction and use of Lessee's intended improvements, but shall bear no cost for the same.

posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises.

**11. SUBLETTING AND ASSIGNMENT.**

Lessee shall not assign or transfer this lease, or any interest in it, without Lessor's prior written consent, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this Lease. Should the Lessee desire to sublease any portion of the premises as described in the Lease, the Lessee must obtain the Lessor's approval in advance and in writing, and the Lessor's approval shall not be unreasonably withheld.

**12. NOTICES.**

A. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, with postage prepaid, and registered and addressed as follows:

**TO LESSOR:** The First Baptist Church of Pompano Beach, Florida  
138 N.E. 1<sup>st</sup> street  
Pompano Beach, Florida 33060  
Attention: Don Worden, Manager  
[don@fbcpompano.org](mailto:don@fbcpompano.org)

**TO LESSEE:** City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
Attention: Dennis Beach, City Manager  
[Dennis.beach@copbfl.com](mailto:Dennis.beach@copbfl.com)

**Copy to:** City of Pompano Beach  
100 West Atlantic Boulevard  
Pompano Beach, Florida 33060  
Attention: Gordon B. Linn, City Attorney  
[Gordon.linn@copbfl.com](mailto:Gordon.linn@copbfl.com)

**Copy to:** City of Pompano Beach Community Redevelopment Agency  
100 W. Atlantic Blvd., Suite 276  
Pompano Beach, Florida 33062  
Christopher Brown, Co-Executive Director  
[chris@rma.us.com](mailto:chris@rma.us.com)

aforementioned Lease shall be in effect and for a minimum of four (4) years after the termination of the Lease. This clause shall survive the termination of the Lease.

B. Notwithstanding the above, Lessor shall cooperate in the defense of any legal actions by providing information to Lessee and by providing the compilation of data and documentation to the extent necessary and pertinent to the defense or prosecution of any legal action.

**16. INSURANCE.**

Lessee shall maintain General Liability Insurance naming the Lessor as an additionally insured. Lessee's general liability insurance shall be in a minimum amount of \$1 million per claim, \$3 million aggregate for claims arising out of a single occurrence. In addition, all subcontractors of the Lessee including construction contractors, valet parking operators and maintenance personnel shall provide General Liability, Worker's Compensation and other insurance in like amounts as Lessee, as required by law, also naming Lessee and Lessor as additionally insured. The Lessee shall provide a public liability insurance policy, in favor of both the Lessee and the Lessor and the Lessor shall be named as an additional insured, and the Lessee as "primary and noncontributory." The Lessee's insurance and Lessee's indemnification shall be in effect and applicable for the identified leased areas and for the days, times and all Lessee invitees and guest invitees' usage at all other non-scheduled times and includes those dates and times that are exempt under section 4 above. The purpose of said clause is to cover any claims that may arise by the use of the Lessee's invitees and guest invitees at times that are not scheduled by Paragraph 4.

**17. ATTORNEY'S FEES.**

If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of this Lease, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Leased premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

**18. REDELIVERY OF PREMISES.**

Upon the expiration or sooner termination of this Lease, Lessee shall surrender the premises to Lessor in good order and condition subject to the provision provided for herein. Any improvements and alterations made to the Premises by Lessee during the Term of the Lease shall remain on and be surrendered with the Premises at such time.

**19. REMEDIES CUMULATIVE.**

All remedies conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

ii. No reentry or taking possession of the Leased premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of Lessor's intention to terminate this Lease is given to Lessee or unless the termination of the Lease is decreed by a court of competent jurisdiction.

iii. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

### **23. DEFAULT BY LESSOR.**

If Lessor fails to perform any obligation of Lessor hereunder on or before the later of (a) thirty (30) days after Lessee gives written notice that such performance is due, or (b) if thirty (30) days is not a reasonable time to complete such performance, but Lessor commences such performance in such thirty day period and thereafter diligently pursues it, ninety (90) days after Lessee gives such notice, Lessor shall be deemed in default. Until such time, Lessor shall not be deemed to be in default and Lessee shall have no remedy against Lessor for such failure. Upon default, Lessee may (a) institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; or (b) Lessee may, after thirty (30) days written notice of such intent to the Lessor, comply with the agreement or correct any such breach and the costs of such compliance shall be payable on demand by Lessor.

### **24. EFFECT OF EMINENT DOMAIN.**

A. **Effect of Total Condemnation.** In the event the entire Leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and Lessee shall then be released from any liability accruing under this Lease after that date.

#### **B. Effect of Partial Condemnation.**

i. In the event a portion of the Leased premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of the termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been appropriated or taken.

ii. In the event of partial taking and Lessee does not terminate this Lease, this Lease shall continue in full force and effect as to the part not taken, and the rent to be paid by

**29. COORDINATOR.**

The parties agree that each will designate an individual as the contact person who shall be responsible to coordinate events at the subject property. The Lessor designates Don Worden and the Lessee designates City Manager Dennis W. Beach, or their successors.

**30. CONTRACT CHANGES.**

The Parties agree, upon consent and approval of the City of Pompano Beach City Commission, that the City Manager will be authorized to have the limited authority to sign any renewals of this same lease for a maximum of five (5) renewals. The City Manager shall also have the limited authority to approve a maximum five percent (5%) increase of rental fees, for any approved renewals of the original lease.

**31. FLORIDA LAW**

This Lease will be governed by the laws of the State of Florida, as to both interpretations and performance, with venue lying in Broward County, Florida.

**32. TIME OF THE ESSENCE.**

Time is of the essence of this Lease and of every covenant, term, condition, and provision of this Lease.

**33. SECTION CAPTIONS.**

The headings and captions contained in this Lease Agreement are inserted for convenience only and are not to be deemed part of or to be used in construing this Lease Agreement.

**34. ENTIRE AGREEMENT.**

This Lease Agreement, including the exhibits referred to herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease Agreement may be modified only by a written agreement signed by the parties hereto.

**“LESSEE”:**

Witnesses:

**CITY OF POMPAÑO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

**“LESSOR”**

Witnesses:

**THE FIRST BAPTIST CHURCH OF  
POMPANO BEACH**, a Florida non profit  
corporation

\_\_\_\_\_  
Signature

By:\_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name:\_\_\_\_\_

\_\_\_\_\_  
Signature

Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015, by \_\_\_\_\_, as  
\_\_\_\_\_ of The First Baptist Church of Pompano Beach, Florida.  
He/she is personally known to me or who has produced  
\_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

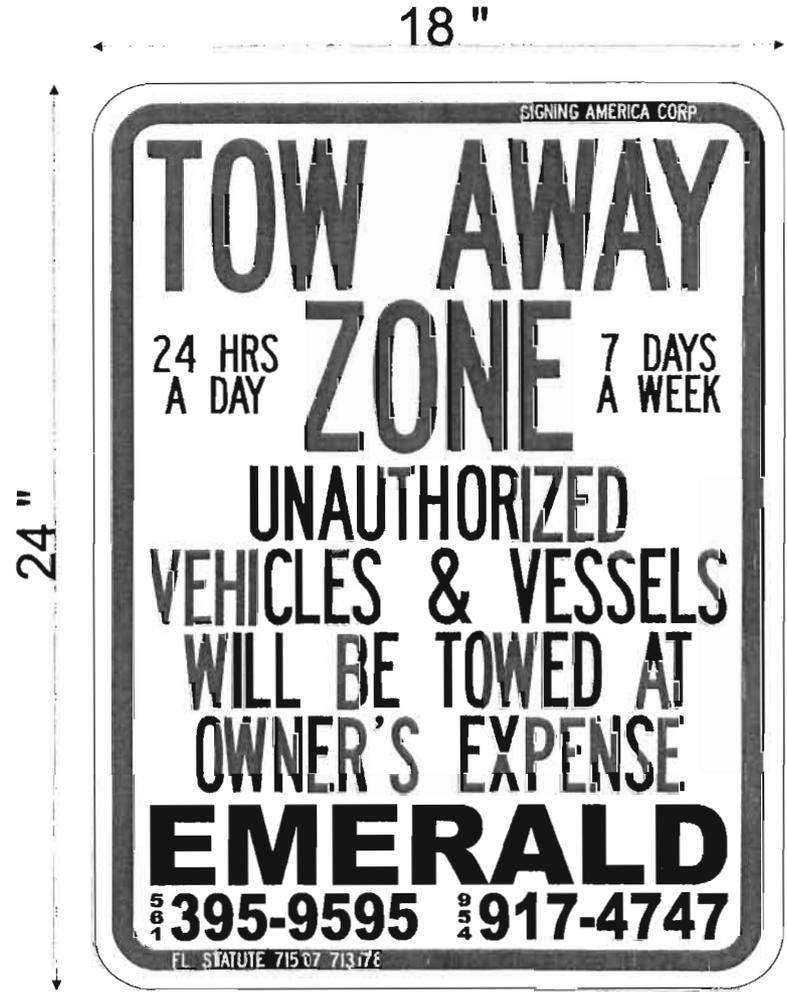
\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

TAL:jrm  
3/10/15  
L:agr/cra/2015-691

Sign Id:  
 Width:  
 Height:  
 Legend & Border:  
 Background:  
 Border Width:  
 Shield Type, Size:  
 Arrow Type, Size:  
 Radius:  
 Holes:  
 Substrate:  
 Legend:  
 Quantity:  
 Drawn By:  
 Date Drawn:  
 Job Number:

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**Info**  
 Customer:  
 Name:  
 Ph:  
 Fax:  
 E-mail:

**Details**  
 Special Instructions:

**Approval**  
 Approved By:  
 Signature:  
 Date:

REQUESTED COMMISSION ACTION:

Consent       Ordinance      Resolution      Consideration/ Discussion      Presentation

SHORT TITLE      AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DIVITO ENTERPRISES LIMITED PARTNERSHIP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.  
(Fiscal impact: \$3600.00 per year)

**Summary of Purpose and Why:**

Staff is seeking City Commission approval of an Ordinance to execute a First Amendment to a lease agreement with DiVito Enterprises LP. ("DiVito"). Back in February 2014 (Ordinance 2014-14), the City entered into an agreement with DiVito to lease a vacant parcel behind Harbor Village (see Location Map). The City wishes to convert this parcel into a parking facility (project is under final design and permitting). The initial agreement stipulated monthly lease payments beginning on the lease's first anniversary. Staff believes it would be practical to make one annual payment rather than monthly payments (monthly payment is only \$300.00). Staff recommends approval of this request. No other changes are being sought through this amendment.



(1) Origin of request for this action:	City Commission
(2) Primary staff contact:	Dennis W. Beach/Horacio Danovich Ext. 786-4601
(3) Expiration of contract, if applicable:	
(4) Fiscal impact and source of funding:	\$3,600.00 per year (account 472-4710-545-4410 – rentals and leases).

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	03/04/2015	2015-659	
Budget	3/17/15	Approval	
<input checked="" type="checkbox"/> Finance Director			
<input checked="" type="checkbox"/> City Manager			

**ACTION TAKEN BY COMMISSION:**

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



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**MEMORANDUM**

March 9, 2015

TO: City Commission

THRU: Kim Briesemeister, CRA Executive Director  
Chris Brown, CRA Executive Director  
Dennis Beach, City Manager

FROM: Horacio Danovich, CIP Engineer

A handwritten signature in blue ink, consisting of several overlapping loops, is written over the "THRU" and "FROM" lines of the memorandum.

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**Issue**

Staff is seeking City Commission approval of an Ordinance to execute an amendment to a lease agreement with DiVito Enterprises Limited Partnership (please see Location Map and Ordinance 2014-14).

**Recommendation**

Staff recommends Approval of the Ordinance.

**Background**

Staff is seeking City Commission approval of an Ordinance to execute a First Amendment to a lease agreement with DiVito Enterprises Limited Partnership. This agreement was previously approved by City Commission via Ordinance 2014-14. Approval of this First Amendment is necessary to allow lease payments to occur once per calendar year as opposed to making monthly payments. Staff believes this change is justified and practical as it eliminates nominal monthly installments. No other changes are being sought through this amendment.

Staff recommends Approval of the Ordinance.

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DIVITO ENTERPRISES LIMITED PARTNERSHIP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

**SECTION 1.** That a First Amendment between the City of Pompano Beach and DiVito Enterprises Limited Partnership, a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

## ***FIRST AMENDMENT***

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**THIS IS A FIRST AMENDMENT TO THE AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between:

**DIVITO ENTERPRISES LIMITED PARTNERSHIP**, a limited partnership company organized and existing under the laws of the State of Illinois, with a mailing address of 360 South Green Bay Road, Lake Forest, IL 60045, referred to herein as "Lessor,"

**and**

**CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "Lessee."

**WHEREAS**, the parties entered into an Ground Lease Agreement for the purpose of providing public parking on the Leased Premises, ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Ordinance No. 2014-14; and

**WHEREAS**, the parties now desire to amend the monthly rental payment to a yearly payment; and

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.
3. Paragraph 3 to the Original Agreement is hereby amended as follows:



This document prepared by:  
**BLAKE M. HARMON, ESQUIRE**  
Patterson & Harmon, P.A.  
4701 North Federal Highway  
Suite 480, Box A-6  
Pompano Beach, Florida 33064

## CORRECTIVE POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That I, **EUGENE C. DIVITO**, individually and as President of **RELIANCE ENTERPRISES OF SOUTH FLORIDA, INC.**, a Florida corporation, the General Partner of **DIVITO ENTERPRISES LIMITED PARTNERSHIP**, an Illinois limited partnership (the "Partnership"), of 360 South Green Bay Road, Lake Forest, IL 60045, have made, constituted and appointed, and by these presents do make, constitute and appoint my attorney, **BLAKE M. HARMON**, of Patterson & Harmon, P.A., 4701 N. Federal Highway, Suite 480, Pompano Beach, FL 33064, my true and lawful attorney for me and in my name, place and stead and as my lawful representative to do all things as necessary and to take all necessary actions acting on my behalf in order to apply for any building, sign, land use or any other governmental permits or approvals with respect to the any real property owned by the Partnership including, without limitation, those certain properties listed on Exhibit "A" attached hereto (collectively, the "Property"), or any portion of any such Property. The aforesaid authority shall include, without limitation, the authority to sign on my behalf and deliver any application for permit to be submitted to any municipal, county or state governmental entity, or any quasi-governmental entity, in connection with any permit, license or other governmental approval relating to any such Property.

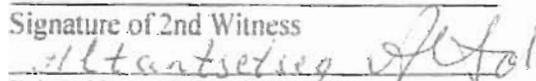
This Corrective Power of Attorney is corrective of that certain Power of Attorney previously dated August 29, 2014 (the "Original POA") by correctly identifying the aforesaid Partnership as an Illinois limited partnership rather than a Florida limited partnership as it was inadvertently and erroneously referred to in the Original POA. This Corrective Power of Attorney shall further serve to ratify and approve any action previously taken by the aforesaid agent by virtue of said Original POA.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_ day of February, 2015.

Signed, sealed and delivered  
in the presence of:

  
Signature of 1st Witness  
FRANK J. PELLICARINO JR  
Printed Name of 1st Witness

  
**EUGENE C. DIVITO**  
360 South Green Bay Road  
Lake Forest, IL 60045

Signature of 2nd Witness  
  
Printed Name of 2nd Witness

**DIVITO ENTERPRISES LIMITED PARTNERSHIP**  
**LIST OF PROPERTIES**

<b><u>Property Address</u></b>	<b><u>Folio No.</u></b>
<b>784-800 South Federal Highway Deerfield Beach, Florida</b>	<b>4843 06 17 0190</b>
<b>718-778 South Federal Highway Deerfield Beach, Florida</b>	<b>4843 06 17 0170</b>
<b>2752 N.E. 1<sup>st</sup> Street Pompano Beach, Florida</b>	<b>4843 31 15 0140</b>
<b>2741-2749 East Atlantic Boulevard Pompano Beach, Florida</b>	<b>4843 31 15 0050</b>
<b>814 South Federal Highway Deerfield Beach, Florida</b>	<b>4843 06 00 1080</b>

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A GROUND LEASE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DIVITO ENTERPRISES LIMITED PARTNERSHIP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

**SECTION 1.** That a Ground Lease Agreement between the City of Pompano Beach and DiVito Enterprises Limited Partnership, 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

**GROUND LEASE AGREEMENT**  
*between*  
**DIVITO ENTERPRISES LIMITED PARTNERSHIP**  
*and*  
**CITY OF POMPANO BEACH**

---

THIS AGREEMENT made and entered into this 14<sup>th</sup> day of February, 2014  
by and between:

**DIVITO ENTERPRISES LIMITED PARTNERSHIP**, a limited partnership company organized and existing under the laws of the State of Illinois, having its principal office at 360 South Green Bay Road, Lake Forest, IL 60045, referred to herein as "Lessor"

and

**CITY OF POMPANO BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida, 33060, referred to here as "Lessee,"

Whereas Lessor and Lessee desire to enter into a lease agreement pursuant to which Lessee shall lease from Lessor the Premises (as identified hereinbelow) for the purpose improving said Premises as a parking lot containing approximately 17 parking spaces and utilizing such parking lot to provide public parking; now therefore,

**WITNESSETH:**

**1. DEMISE; DESCRIPTION OF PREMISES.**

Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of providing public parking and for no other purpose, the following described Premises situated in the City of Pompano Beach, County of Broward, State of Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof. As used in this Lease, the term "Premises" or "Leased Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

**2. TERM.**

a. The initial term of this Lease shall be for five (5) years, commencing on the date of execution of this Lease. As used in this Lease, the expression "term of this Lease" refers to such initial term and to any extension of the initial term as provided in Paragraph 2.b below.

c. Lessee shall have the right to close the parking facility either partially or entirely to public use for no more than four (4) days during each year, commencing upon the completion of the improvements, at Lessee's option. Said closure may be undertaken for any reason, including repairs to the Premises and use of the Premises by Lessee for the installation of ticket sales booths or other booths administered by the Lessee in connection with festivals or other beach related activities. Lessee shall, except in the case of an emergency closure, provide Lessor with not less than five (5) days written notice of its intent to so close the parking facility which said notice shall provide the reason for the closure, the date(s) of the closure, and such other information as is necessary to reasonably inform Lessor as to such intended closure.

d. Lessor shall be entitled to the exclusive use of up to three (3) dedicated parking spaces to be used by his tenants. All of said spaces shall be contiguous, shall be clearly marked for the exclusive use of Lessor's tenants, and shall be made available to Lessor during normal business hours.

#### **5. PENALTY FOR EARLY TERMINATION BY LESSOR.**

In the event that Lessor exercises its right to terminate the Lease before the initial five-year term has expired, as provided for in Section 2.c above, Lessor shall be required to compensate Lessee for the cost of the improvements made to the Premises by Lessee at the time of the termination amortized on a monthly basis according to the total cost of the improvements divided by 60 months. [For example: \$30,000.00 (total maximum cost of improvements)/60 (number of months in the lease) = \$500.00 = the (monthly) amortized penalty rate. Therefore, if Lessor exercised its right to terminate the Lease after the end of the 3<sup>rd</sup> year, thereby leaving 24 unexpired months in the initial term, Lessor would be required to pay to Lessee an early termination penalty of \$12,000.00.] If Lessor exercises said right to terminate the Lease any time after the initial term (assuming Lessee exercises one or more options to extend the lease term), Lessor shall not be required to pay any penalty.

#### **6. WARRANTIES OF TITLE AND QUIET POSSESSION.**

Lessor covenants that Lessor is seized of the Leased Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased Premises during the term of this Lease.

#### **7. DELIVERY OF POSSESSION.**

If, for any reason whatsoever, Lessor cannot deliver possession of the Leased Premises to Lessee at the commencement of the Lease term, as specified above, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from the inability to deliver possession; in that event, there shall be a proportionate reduction of rent covering the period between the commencement of the Lease term and the time when Lessor can deliver possession. However, in the event that Lessor cannot deliver possession within three (3) months of the execution of this Lease, this Lease shall be voidable by either party.

#### **8. USES PROHIBITED.**

transfer, or sale by operation of law in any manner whatsoever, and any attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease in which event the Lessor shall be exempt from any penalty provided for in Section 5 hereinabove.

**13. NOTICES.**

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, with postage prepaid, and registered and addressed as follows:

TO LESSOR: DiVito Enterprises Limited Partnership  
Attn: Eugene C. DiVito  
360 South Green Bay Road  
Lake Forest, IL 60045

COPY TO: Blake M. Harmon, Esq.  
Patterson & Harmon, P.A.  
4701 N. Federal Highway, Suite 480  
Pompano Beach, FL 33064  
and  
Christopher Brown, CRA Co-Executive Director  
Suzette Sibble, Finance Director  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, FL 33062

TO LESSEE: Dennis Beach, City Manager  
Pompano Beach CRA  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, FL 33062

COPY TO: Gordon Linn, City Attorney  
Brian Donovan, Budget Director  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor  
Pompano Beach, FL 33062

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

**14. TAXES AND ASSESSMENTS.**

a. Lessor agrees to pay any and all real estate taxes or charges or special assessments by ad valorem which at any time may be levied by any federal, state, county, city or any real estate tax assessment levying body upon the Premises, or any possessory right which Lessor may have in or to the Premises. However, Lessee shall be solely obligated to pay any tangible personal property taxes assessed against any fixtures, equipment, or other personal property installed in or brought onto the Leased Premises by Lessee.

d. Election not to terminate. If, in the event of destruction or damage during the last six (6) months of the term of this Lease, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering the damage or destruction shall be made available to Lessee for repair or replacement, and Lessee shall be obligated to repair the Premises as provided above.

**16. UTILITIES.**

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and all other public utilities furnished to the Premises throughout the term of this Lease, and all other costs and expenses in connection with the use, operation and maintenance of the Premises and all activities conducted on the Premises. Lessor shall have no responsibility of any kind for any of those costs and expenses.

**17. LIENS.**

a. Lessee's duty to keep Premises free of liens. Lessee shall keep all of the Premises and every part of the improvements at any time located on the Premises free and clear of any mechanics', materialmen's, construction, and other liens arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction, by or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee. Lessee shall at all times promptly and fully pay and discharge all claims on which any lien may or could be based, and Lessee shall indemnify Lessor and all of the Premises and all improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens. Lessee shall give Lessor written notice no less than ten (10) days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of \$1,000 in order that Lessor may post appropriate notices of Lessor's non-responsibility.

b. Contesting liens. If Lessee desires to contest any lien, Lessee shall notify Lessor of its intention to do so within ten (10) days after the filing of the lien. In such a case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease until thirty (30) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered on it, and any delay shall be a default of Lessee under this Lease. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting from the contest.

**18. INDEMNIFICATION OF LESSOR.**

Lessor shall not be liable for any claim, loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Leased Premises or be in, on, or about the Premises, whether the claim, loss, injury, death or damage shall be caused by or in

**22. INSURANCE.**

Lessee shall provide insurance for all improvements made to the Premises. Lessee further agrees to maintain a qualified insurance program in the limits specified in Florida Statute 768.28 with Lessor as a named insured. The insurance program shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. Lessee shall provide Lessor with a Certificate of Insurance evidencing Lessee's insurance program. In the event that Lessee's insurance program is modified during the term of this Lease, Lessee shall provide Lessor with at least thirty (30) days prior written notice.

**23. PROHIBITION OF INVOLUNTARY ASSIGNMENT.**

Neither this Lease nor the Leasehold estate of Lessee nor any interest of Lessee under the Lease in the Premises or in the improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise, or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

**24. NOTICE OF DEFAULT.**

Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee fifteen (15) days written notice of the default and Lessee fails to cure the default within fifteen (15) days except where the actions necessary to cure the default take in excess of fifteen (15) days to complete in which case Lessee shall commence curing of default within the initial fifteen (15) day period and shall continue without interruption. In the event Lessee is unable to cure the default within thirty (30) days, Lessee shall be in default of the Lease and the Lessor may terminate the rights of Lessee hereunder.

**25. DEFAULT.**

a. In the event of any breach of this Lease by Lessee, Lessor, in addition to the other rights or remedies Lessor may have, shall have the immediate right of reentry and may remove all persons and property from the Premises. Any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to reenter, as provided in this agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may terminate this Lease.

b. No reentry or taking possession of the Leased Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of Lessor's intention to terminate this Lease is given to Lessee or unless the termination of the Lease is decreed by a court of competent jurisdiction.

c. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth

subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

**29. WAIVER.**

The waiver by Lessor of, or the failure of Lessor to take action with respect to any breach of, any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of that term, covenant, condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of rent.

**30. EFFECT OF LESSEE'S HOLDING OVER.**

Any holding over after the expiration of the term of this Lease, without the express written consent of Lessor, shall be deemed to be a tenant from month-to-month only, at fifty (50%) percent increase of the monthly installment in effect during the last month of the expired Term. Except as aforesaid, such tenancy shall be upon and subject to the terms of this Lease. Either party may terminate such tenancy by giving to the other at least fifteen (15) days prior written notice of its intent to terminate.

**31. PARTIES BOUND.**

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease. All of the parties to this Lease shall be jointly and severally liable under the Lease.

**32. TIME OF THE ESSENCE.**

Time is of the essence of this Lease and of every covenant, term, condition, and provision of this Lease.

**33. SECTION CAPTIONS.**

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

LESSEE SIGNATURE PAGE

Executed on \_\_\_\_\_.

**"LESSEE":**

Witnesses:

**CITY OF POMPANO BEACH**

Betty J. Manes

By: [Signature]  
LAMAR FISHER, MAYOR

Shelley R. Bartholomew

By: [Signature]  
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 14<sup>th</sup> day of February, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE674865  
Expires 2/14/2017

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

\_\_\_\_\_  
Commission Number

REQUESTED COMMISSION ACTION:

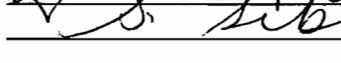
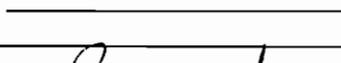
Consent     
  Ordinance     
  Resolution     
  Consideration/ Discussion     
  Presentation

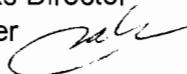
**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 34, "CITY POLICY," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.024, "ACCRUED BENEFITS;" TO COMPLY WITH RECENT CHANGES IN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FEDERATION OF PUBLIC EMPLOYEES AND THE CITY OF POMPANO BEACH FOR THE CONTRACT PERIOD BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

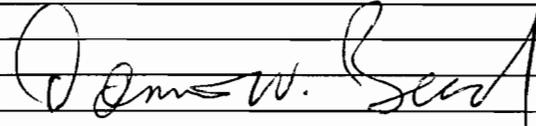
**Summary of Purpose and Why:**

This ordinance revises the vesting period for the General Employees Retirement System from ten (10) years to seven (7) years to implement changes required by the recently ratified contract with the Federation of Public Employees. There is an actuarial impact for these changes of .05% of payroll or \$12,453.

- (1) Origin of request for this action: Human Resources
- (2) Primary staff contact: Michael Smith 954-786-5549
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$12,453, funding is available within the current budget.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENT HEAD SIGNATURE
Budget	03.12.2015	Approve	
Human Resources	03.11.2015	Approve	
City Attorney	03.12.2015	Reviewed for Form	
Finance	03.12.2015	Approve	

Advisory Board  
 Planning Director  
 Public Works Director  
 City Manager 



ACTION TAKEN BY COMMISSION:

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

ORDINANCE NO. \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 34, "CITY POLICY," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.024, "ACCRUED BENEFITS;" TO COMPLY WITH RECENT CHANGES IN THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FEDERATION OF PUBLIC EMPLOYEES AND THE CITY OF POMPANO BEACH FOR THE CONTRACT PERIOD BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Pompano Beach has established a retirement plan for its general employees, which is codified in Sections 34.010 through 34.040 of the City Code of Ordinances; and

**WHEREAS**, the Federation of Public Employees and the City of Pompano Beach, Florida have entered into a Collective Bargaining Agreement for the period of October 1, 2014 to September 30, 2017; and

**WHEREAS**, that Collective Bargaining Agreement includes changes in the benefit provisions of the City of Pompano Beach General Employees' Retirement System; and

**WHEREAS**, the City Commission wishes to change the terms of the City of Pompano Beach General Employees' Retirement System to effectuate the changes called for in the Collective Bargaining Agreement; and

**WHEREAS**, the City Commission has received and reviewed an actuarial impact statement from the Retirement Board's Actuary relating to the amendments set forth herein; 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.** Section 34.024(A) of the City Code is amended to read as follows:

(A) If a member terminates his employment, either voluntarily or by lawful discharge, and is not at that time eligible for either a normal, early, or disability retirement benefit under this system, he shall be entitled to a percentage of his accrued benefit according to the following schedule.

**Vesting Schedule**

Completed Years of Continuous Service	Cumulative Vested Interest
Less than <del>10</del> <u>7</u> Years	None
<del>10</del> <u>7</u> Years <u>or more</u>	100%

\* \* \*

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

**SECTION 5.** This Ordinance shall become effective on January 13,2015.

**PASSED FIRST READING** this \_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_ day of \_\_\_\_\_, 2015.

---

**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**



# Cavanaugh Macdonald

CONSULTING, LLC

*The experience and dedication you deserve*

February 24, 2015

Ms. Madelene L. Klein  
Executive Director  
City of Pompano Beach  
General Employees' Retirement System  
555 South Andrews Avenue, Suite 106  
Pompano Beach, FL 33069

## **Impact of Proposed Ordinance**

Dear Ms. Klein:

As requested, we have reviewed the proposed Ordinance attached to your email dated February 11, 2015 with respect to the City of Pompano Beach General Employees' Retirement System.

We understand the proposed ordinance reduces the vesting period from 100% at 10 years of service to 100% at 7 years of service. The methods and assumptions are the same as those used in the October 1, 2014 valuation.

The proposed ordinance increases the unfunded liability by \$47,337 and increased the employer's annual required contribution by \$12,453 and \$12,336 payable on a quarterly and a lump sum basis respectively. The detailed results are in the following tables.

Please let us know if you have any questions.

Sincerely,

Jose I. Fernandez, ASA, EA, FCA, MAAA  
Principal and Consulting Actuary

Todd B. Green, ASA, FCA, MAAA  
Principal and Consulting Actuary

S:\Pompano Beach FL GERS\2015 Correspondence\Proposed Ordinance Impact Statement 02.23.15.docx

3550 Busbee Pkwy, Suite 250, Kennesaw, GA 30144  
Phone (678) 388-1700 • Fax (678) 388-1730  
www.CavMacConsulting.com  
Offices in Englewood, CO • Kennesaw, GA • Bellevue, NE



City of Pompano Beach General Employees' Retirement System

Table I

	As of	
	October 1, 2014	
	Current Plan	7 Year Vesting
<b>1. Number of Participants</b>		
a. Active Participants		
i. City and BSO Employees	443	443
ii. Elected and Appointed Officials	8	8
iii. Senior Management	17	17
iv. Sub-total	<u>468</u>	<u>468</u>
b. Deferred Vested Participants	<u>25</u>	<u>25</u>
c. Retired Participants:		
i. Participants in DROP	47	47
ii. Non-disabled	271	271
iii. Disabled	21	21
iv. Beneficiaries	45	45
v. Sub-total	<u>384</u>	<u>384</u>
d. Total Participants	<u>877</u>	<u>877</u>
<b>2. Total Annual Payroll</b>		
a. Elected Officers	\$629,296	\$629,296
b. Non-elected members (Plan 1)	\$21,266,258	\$21,266,258
c. Non-elected members (Plan 2)	\$4,152,857	\$4,152,857
d. Total	<u>\$26,048,411</u>	<u>\$26,048,411</u>
<b>3. Total Projected Payroll</b>	<u>\$26,673,573</u>	<u>\$26,673,573</u>
<b>4. Total Retired Member Benefits</b>	<u>\$10,752,240</u>	<u>\$10,752,240</u>
<b>5. Derivation of Unfunded Accrued Liability (UAL)</b>		
a. Present Value of Future Benefits	\$230,316,134	\$230,402,781
b. Present Value of Future Normal Cost	(\$29,569,334)	(\$29,608,644)
<i>City Portion</i>	(\$10,916,609)	(\$10,955,919)
<i>Member Portion</i>	(\$18,652,725)	(\$18,652,725)
c. Actuarial Accrued Liability (AAL)	\$200,746,800	\$200,794,137
d. Actuarial Value of Assets	(\$144,640,159)	(\$144,640,159)
e. Unfunded Accrued Liability (c. + d.)	<u>\$56,106,641</u>	<u>\$56,153,978</u>



## City of Pompano Beach General Employees' Retirement System

Table II

	Fiscal Year 2016	
	Current Plan	7 Year Vesting
<b>1. Annual Cost (Payable Quarterly 1<sup>st</sup> Payment 10/1)</b>		
a. Normal Cost	\$3,971,996	\$3,980,123
b. Payment to Amortize Unfunded Liability	\$3,774,713	\$3,777,791
c. Administrative Expenses	\$485,888	\$485,888
d. Interest Adjustment	\$916,833	\$918,081
e. Total (a. + b.+ c.+ d.)	<b>\$9,149,430</b>	<b>\$9,161,883</b>
f. Expected Member Contributions	\$2,539,324	\$2,539,324
g. Expected City/County Contribution	\$6,610,106	\$6,622,559
h. Total (f + g.)	<b>\$9,149,430</b>	<b>\$9,161,883</b>
<b>2. Annual Cost (Payable as a Single Lump Sum on 12/31)</b>		
a. Normal Cost	\$3,971,996	\$3,980,123
b. Payment to Amortize Unfunded Liability	\$3,774,713	\$3,777,791
c. Administrative Expenses	\$485,888	\$485,888
d. Interest Adjustment	\$831,333	\$832,465
e. Total (a. + b.+ c.+ d.)	<b>\$9,063,930</b>	<b>\$9,076,266</b>
f. Expected Member Contributions	\$2,539,324	\$2,539,324
g. Expected City/County Contribution	\$6,524,606	\$6,536,942
h. Total (f + g.)	<b>\$9,063,930</b>	<b>\$9,076,266</b>
<b>3. Annual Cost (as a % of projected payroll)</b>		
<b>a. Quarterly Basis</b>		
i. Total Required Contribution	34.30%	34.35%
ii. Expected Member Contributions	9.52%	9.52%
iii. Expected City/County Contribution	24.78%	24.83%
<b>b. Single Lump Sum Basis</b>		
i. Total Required Contribution	33.98%	34.03%
ii. Expected Member Contributions	9.52%	9.52%
iii. Expected City/County Contribution	24.46%	24.51%

REQUESTED COMMISSION ACTION:

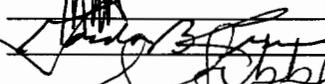
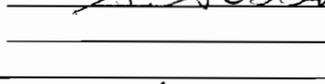
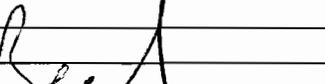
Consent     
  Ordinance     
  Resolution     
  Consideration/ Discussion     
  Presentation

**AN ORDINANCE AMENDING CHAPTER 34, "CITY POLICY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.0571, "INTERNAL REVENUE CODE COMPLIANCE," TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.**

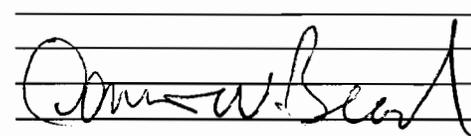
**Summary of Purpose and Why:**

This ordinance revises the Police and Firefighters Retirement System to implement changes required by the IRS Code. There is no actuarial impact for these changes.

- (1) Origin of request for this action: Police and Fire Retirement System
- (2) Primary staff contact: Glenda Rowley 954-782-4161
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENT HEAD SIGNATURE
Budget	03.12.2015	Approve	
Human Resources	03.11.2015	Approve	
City Attorney	03.12.2015	Reviewed for Form	
Finance	03.12.2015	Approve	

Advisory Board  
 Planning Director  
 Public Works Director  
 City Manager 



**ACTION TAKEN BY COMMISSION:**

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

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

**AN ORDINANCE AMENDING CHAPTER 34, "CITY POLICY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.0571, "INTERNAL REVENUE CODE COMPLIANCE," TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 30, 2014, an application was filed with the Internal Revenue Service for a Favorable Determination Letter regarding the qualified status of the Plan under Section 401(a) of the Internal Revenue Code; and

**WHEREAS**, on December 1, 2014, the Internal Revenue Service issued a Favorable Determination Letter, finding that the Plan complies with all qualification requirements; and

**WHEREAS**, the Favorable Determination Letter is subject to the timely adoption of the amendments provided herein, and

**WHEREAS**, the trustees of the City of Pompano Beach Police & Firefighters' Retirement System have requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan,

**WHEREAS**, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein;

**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 notices 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.** Section 34.0571, "Internal Revenue Code Compliance," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

**§ 34.0571 INTERNAL REVENUE CODE COMPLIANCE.**

(A) Maximum pension.

...

(14) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the participant and which is not includible in the gross income of the participant by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this subsection (A), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the participant by reason of Section 132(f)(4) of the Internal Revenue Code. For limitation years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) two and one-half months after severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance. With respect to plan years beginning on or after December 31, 2008, Compensation shall also include differential wage payments within the meaning of Section 3401(h)(2) of the Internal Revenue Code.

...

**SECTION 2.** If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

**SECTION 4.** This Ordinance shall become effective upon adoption.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

**LAMAR FISHER, MAYOR**

**ATTEST:**

---

**ASCELETA HAMMOND, CITY CLERK**

GBL:jrm  
2/19/15  
L:ord/2015-215

**POMPANO BEACH POLICE & FIREFIGHTERS'  
RETIREMENT SYSTEM**

---

2335 East Atlantic Boulevard • Suite 400 • Pompano Beach, FL 33062 • PHONE (954) 782-4161 • FAX (954) 782-5784

February 18, 2015

Mr. Dennis Beach  
City of Pompano Beach  
100 W. Atlantic Blvd., 4<sup>th</sup> Floor East  
Pompano Beach, Florida 33060

Re: Proposed Ordinance

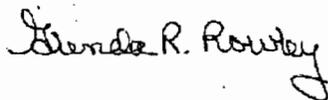
Dear Mr. Beach:

On December 1, 2014 the Internal Revenue Service issued a Determination Letter extending the Plan's qualification under the Internal Revenue Code, which letter is contingent on passage of mandated compliance amendments. The attached proposed ordinance incorporates those amendments.

The Board of Trustees for the Pompano Beach Police & Firefighters' Retirement System has reviewed the proposed ordinance and is referring it to you with a recommendation for adoption by the City Commission. The attached Actuarial Impact Statement indicates that there is no measurable or foreseeable cost to the Plan.

Your assistance in advancing this through the appropriate channels will be greatly appreciated.

Regards,



Glenda R. Rowley, CEBS  
Executive Director

Attachments

c: Phyllis Korab, Assistant City Manager  
Gordon Linn, City Attorney  
Tracy Lyons, Assistant City Attorney  
Michael Smith, Human Resources Director

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 01 2014

CITY OF POMPANO BEACH FL  
C/O SUGARMAN & SUSSKIND PA  
DAVID E ROBINSON  
100 MIRACLE MILE STE 300  
CORAL GABLES, FL 33134

Employer Identification Number:  
59-6000411  
DLN:  
17007034080014  
Person to Contact:  
DWAYNE T MASON ID# 31037  
Contact Telephone Number:  
(513) 263-4750  
Plan Name:  
POMPANO BEACH POLICE & FIREFIGHTERS  
RETIREMENT SYSTEM  
Plan Number: 001

Dear Applicant:

We have made a favorable determination on the plan identified above based on the information you have supplied. Please keep this letter, the application forms submitted to request this letter and all correspondence with the Internal Revenue Service regarding your application for a determination letter in your permanent records. You must retain this information to preserve your reliance on this letter.

Continued qualification of the plan under its present form will depend on its effect in operation. See section 1.401-1(b)(3) of the Income Tax Regulations. We will review the status of the plan in operation periodically.

The enclosed Publication 794 explains the significance and the scope of this favorable determination letter based on the determination requests selected on your application forms. Publication 794 describes the information that must be retained to have reliance on this favorable determination letter. The publication also provides examples of the effect of a plan's operation on its qualified status and discusses the reporting requirements for qualified plans. Please read Publication 794.

This letter relates only to the status of your plan under the Internal Revenue Code. It is not a determination regarding the effect of other federal or local statutes.

This determination letter gives no reliance for any qualification change that becomes effective, any guidance published, or any statutes enacted, after the issuance of the Cumulative List (unless the item has been identified in the Cumulative List) for the cycle under which this application was submitted.

This determination is subject to your adoption of the proposed amendments submitted in your letter dated 10/29/14. The proposed amendments should be adopted on or before the date prescribed by the regulations under Code section 401(b).

This determination letter is based solely on your assertion that the plan is entitled to be treated as a Governmental plan under section 414(d) of the

Letter 2002

CITY OF POMPANO BEACH FL

Internal Revenue Code.

This determination letter is applicable to the plan and related documents submitted in conjunction with your application filed during the remedial amendment cycle ending 1/31/14.

This letter may not be relied on after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after the application was received. This letter expires on January 31, 2019. This letter considered the 2012 Cumulative List of Changes in Plan Qualification Requirements.

We have sent a copy of this letter to your representative as indicated in the Form 2848 Power of Attorney or appointee as indicated by the Form 8821 Tax Information Authorization.

If you have questions concerning this matter, please contact the person whose name and telephone number are shown above.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andrew E. Zuckerman". The signature is written in a cursive style with a large, prominent "Z" and "A".

Andrew E. Zuckerman  
Director, EP Rulings & Agreements

Enclosures:  
Publication 794

January 10, 2015

Pompano Beach Police & Firefighters' Retirement System  
Board of Trustees  
c/o Glenda R. Rowley, CEBS, Executive Director  
2335 E. Atlantic Blvd., Suite 400  
Pompano Beach, FL 33062

Actuarial Impact Statement  
Components of Compensation

Dear Glenda:

Section 112.63(3) of the Florida Statutes specifies that an actuarial impact statement is to be issued before a change to retirement benefits is adopted and that a copy of such statement is to be forwarded to the Division of Retirement.

Our understanding is that the amendment would provide for compliance with the Internal Revenue Code regard the inclusion, within the Plan's definition of Compensation, of differential wage payments within the meaning of Section 3401(h)(2) of the Internal Revenue Code with respect to plan years beginning on or after December 31, 2008.

Since the System is currently being valued as if the System is already in compliance with the Internal Revenue Code regulations regarding compensation, this change will not result in any measurable or foreseeable actuarial impact on the City of Pompano Beach Police and Firefighters' Retirement System.

In our opinion these changes are in compliance with Section 14, Article X of the State Constitution and with Section 112.64 Florida Statutes.

Please let us know if you have any questions or comments.

Sincerely,



David D. Harris, ASA, FCA, MAAA, EA

DDH/di  
503501740

cc: Pedro Herrera

Q:\DB Dept\DB Clients\050 Atlanta\5035-01 Pompano Beach Police & Fire\Actuarial Impact Statements\2015\Actuarial Impact Statement (IRS Compliance) (2015-01-10).docx

**(a) Wages**

For purposes of this chapter, the term "wages" means all remuneration (other than fees paid to a public official) for services performed by an employee for his employer, including the cash value of all remuneration (including benefits) paid in any medium other than cash; except that such term shall not include remuneration paid—

(1) for active service performed in a month for which such employee is entitled to the benefits of section 112 (</uscode/text/26/112>) (relating to certain combat zone compensation of members of the Armed Forces of the United States) to the extent remuneration for such service is excludable from gross income under such section; or

(2) for agricultural labor (as defined in section 3121 (</uscode/text/26/3121>)) (g) ([/uscode/text/26/usc\\_sec\\_26\\_00003121----000-#g](/uscode/text/26/usc_sec_26_00003121----000-#g))) unless the remuneration paid for such labor is wages (as defined in section 3121 (</uscode/text/26/3121>)) (a) ([/uscode/text/26/usc\\_sec\\_26\\_00003121----000-#a](/uscode/text/26/usc_sec_26_00003121----000-#a))); or

(3) for domestic service in a private home, local college club, or local chapter of a college fraternity or sorority; or

(4) for service not in the course of the employer's trade or business performed in any calendar quarter by an employee, unless the cash remuneration paid for such service is \$50 or more and such service is performed by an individual who is regularly employed by such employer to perform such service. For purposes of this paragraph, an individual shall be deemed to be regularly employed by an employer during a calendar quarter only if—

(A) on each of some 24 days during such quarter such individual performs for such employer for some portion of the day service not in the course of the employer's trade or business; or

(B) such individual was regularly employed (as determined under subparagraph (A)) by such employer in the performance of such service during the preceding calendar quarter; or

(5) for services by a citizen or resident of the United States for a foreign government or an international organization; or

(6) for such services, performed by a nonresident alien individual, as may be designated by regulations prescribed by the Secretary; or

[(7) Repealed. Pub. L. 89-809 ([/usc-cgi/get\\_external.cgi?type=pubL&target=89-809](/usc-cgi/get_external.cgi?type=pubL&target=89-809)), title I, § 103(k), Nov. 13, 1966, 80 Stat. 1554 ([/usc-cgi/get\\_external.cgi?type=statRef&target=date:Nov.13,1966ch:nonestatnum:80\\_1554](/usc-cgi/get_external.cgi?type=statRef&target=date:Nov.13,1966ch:nonestatnum:80_1554))]

(8)

(A) for services for an employer (other than the United States or any agency thereof)—

(i) performed by a citizen of the United States if, at the time of the payment of such remuneration, it is reasonable to believe that such remuneration will be excluded from gross income under section 911 (</uscode/text/26/911>); or

(ii) performed in a foreign country or in a possession of the United States by such a citizen if, at the time of the payment of such

remuneration, the employer is required by the law of any foreign country or possession of the United States to withhold income tax upon such remuneration; or

**(B)** for services for an employer (other than the United States or any agency thereof) performed by a citizen of the United States within a possession of the United States (other than Puerto Rico), if it is reasonable to believe that at least 80 percent of the remuneration to be paid to the employee by such employer during the calendar year will be for such services; or

**(C)** for services for an employer (other than the United States or any agency thereof) performed by a citizen of the United States within Puerto Rico, if it is reasonable to believe that during the entire calendar year the employee will be a bona fide resident of Puerto Rico; or

**(D)** for services for the United States (or any agency thereof) performed by a citizen of the United States within a possession of the United States to the extent the United States (or such agency) withholds taxes on such remuneration pursuant to an agreement with such possession; or

**(9)** for services performed by a duly ordained, commissioned, or licensed minister of a church in the exercise of his ministry or by a member of a religious order in the exercise of duties required by such order; or

**(10)**

**(A)** for services performed by an individual under the age of 18 in the delivery or distribution of newspapers or shopping news, not including delivery or distribution to any point for subsequent delivery or distribution; or

**(B)** for services performed by an individual in, and at the time of, the sale of newspapers or magazines to ultimate consumers, under an arrangement under which the newspapers or magazines are to be sold by him at a fixed price, his compensation being based on the retention of the excess of such price over the amount at which the newspapers or magazines are charged to him, whether or not he is guaranteed a minimum amount of compensation for such services, or is entitled to be credited with the unsold newspapers or magazines turned back; or

**(11)** for services not in the course of the employer's trade or business, to the extent paid in any medium other than cash; or

**(12)** to, or on behalf of, an employee or his beneficiary—

**(A)** from or to a trust described in section 401 ([/uscode/text/26/401](#))

**(a)** ([/uscode/text/26/usc\\_sec\\_26\\_00000401----000-#a](#)) which is exempt from tax under section 501 ([/uscode/text/26/501](#)) **(a)**

([/uscode/text/26/usc\\_sec\\_26\\_00000501----000-#a](#)) at the time of such payment unless such payment is made to an employee of the trust as remuneration for services rendered as such employee and not as a beneficiary of the trust; or

**(B)** under or to an annuity plan which, at the time of such payment, is a plan described in section 403 (/uscode/text/26/403) (a) (/uscode/text/26/usc\_sec\_26\_00000403----000-#a); or

**(C)** for a payment described in section 402 (/uscode/text/26/402) (h) (1) (/uscode/text/26/usc\_sec\_26\_00000402----000-#h\_1) and (2) if, at the time of such payment, it is reasonable to believe that the employee will be entitled to an exclusion under such section for payment; or

**(D)** under an arrangement to which section 408 (/uscode/text/26/408) (p) (/uscode/text/26/usc\_sec\_26\_00000408----000-#p) applies; or

**(E)** under or to an eligible deferred compensation plan which, at the time of such payment, is a plan described in section 457 (/uscode/text/26/457) (b) (/uscode/text/26/usc\_sec\_26\_00000457----000-#b) which is maintained by an eligible employer described in section 457 (/uscode/text/26/457) (e)(1)(A) (/uscode/text/26/usc\_sec\_26\_00000457----000-#e\_1\_A), <sup>[1]</sup> or

**(13)** pursuant to any provision of law other than section 5(c) or 6(1) of the Peace Corps Act, for service performed as a volunteer or volunteer leader within the meaning of such Act; or

**(14)** in the form of group-term life insurance on the life of an employee; or

**(15)** to or on behalf of an employee if (and to the extent that) at the time of the payment of such remuneration it is reasonable to believe that a corresponding deduction is allowable under section 217 (/uscode/text/26/217) (determined without regard to section 274 (/uscode/text/26/274) (n) (/uscode/text/26/usc\_sec\_26\_00000274----000-#n)); or

**(16)**

**(A)** as tips in any medium other than cash;

**(B)** as cash tips to an employee in any calendar month in the course of his employment by an employer unless the amount of such cash tips is \$20 or more; <sup>[2]</sup>

**(17)** for service described in section 3121 (/uscode/text/26/3121) (b) (20) (/uscode/text/26/usc\_sec\_26\_00003121----000-#b\_20); <sup>[2]</sup>

**(18)** for any payment made, or benefit furnished, to or for the benefit of an employee if at the time of such payment or such furnishing it is reasonable to believe that the employee will be able to exclude such payment or benefit from income under section 127 (/uscode/text/26/127), 129 (/uscode/text/26/129), 134 (/uscode/text/26/134) (b)(4) (/uscode/text/26/usc\_sec\_26\_00000134----000-#b\_4), or 134 (/uscode/text/26/134) (b)(5) (/uscode/text/26/usc\_sec\_26\_00000134----000-#b\_5); <sup>[2]</sup>

**(19)** for any benefit provided to or on behalf of an employee if at the time such benefit is provided it is reasonable to believe that the employee will be able to exclude such benefit from income under section 74 (/uscode/text/26/74) (c) (/uscode/text/26/usc\_sec\_26\_00000074----000-#c), 108

(/uscode/text/26/108) (f)(4) (/uscode/text/26/usc\_sec\_26\_00000108----000-#f\_4), 117 (/uscode/text/26/117), or 132 (/uscode/text/26/132); <sup>[2]</sup>

(20) for any medical care reimbursement made to or for the benefit of an employee under a self-insured medical reimbursement plan (within the meaning of section 105 (/uscode/text/26/105) (h)(6) (/uscode/text/26/usc\_sec\_26\_00000105----000-#h\_6)); <sup>[2]</sup>

(21) for any payment made to or for the benefit of an employee if at the time of such payment it is reasonable to believe that the employee will be able to exclude such payment from income under section 106 (/uscode/text/26/106) (b) (/uscode/text/26/usc\_sec\_26\_00000106----000-#b); <sup>[2]</sup>

(22) any payment made to or for the benefit of an employee if at the time of such payment it is reasonable to believe that the employee will be able to exclude such payment from income under section 106 (/uscode/text/26/106) (d) (/uscode/text/26/usc\_sec\_26\_00000106----000-#d); or

(23) for any benefit or payment which is excludable from the gross income of the employee under section 139B (/uscode/text/26/139B) (b) (/uscode/text/26/usc\_sec\_26\_00000139---B000-#b).

The term "wages" includes any amount includible in gross income of an employee under section 409A (/uscode/text/26/409A) and payment of such amount shall be treated as having been made in the taxable year in which the amount is so includible.

#### **(b) Payroll period**

For purposes of this chapter, the term "payroll period" means a period for which a payment of wages is ordinarily made to the employee by his employer, and the term "miscellaneous payroll period" means a payroll period other than a daily, weekly, biweekly, semimonthly, monthly, quarterly, semiannual or annual payroll period.

#### **(c) Employee**

For purposes of this chapter, the term "employee" includes an officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing. The term "employee" also includes an officer of a corporation.

#### **(d) Employer**

For purposes of this chapter, the term "employer" means the person for whom an individual performs or performed any service, of whatever nature, as the employee of such person, except that—

(1) if the person for whom the individual performs or performed the services does not have control of the payment of the wages for such services, the term "employer" (except for purposes of subsection (a)) means the person having control of the payment of such wages, and

(2) in the case of a person paying wages on behalf of a nonresident alien individual, foreign partnership, or foreign corporation, not engaged in trade or business within the United States, the term "employer" (except for purposes of subsection (a)) means such person.

**(e) Number of withholding exemptions claimed**

For purposes of this chapter, the term "number of withholding exemptions claimed" means the number of withholding exemptions claimed in a withholding exemption certificate in effect under section 3402 (/uscode/text/26/3402) (f) (/uscode/text/26/usc\_sec\_26\_00003402----000-#f), or in effect under the corresponding section of prior law, except that if no such certificate is in effect, the number of withholding exemptions claimed shall be considered to be zero.

**(f) Tips**

For purposes of subsection (a), the term "wages" includes tips received by an employee in the course of his employment. Such wages shall be deemed to be paid at the time a written statement including such tips is furnished to the employer pursuant to section 6053 (/uscode/text/26/6053) (a) (/uscode/text/26/usc\_sec\_26\_00006053----000-#a) or (if no statement including such tips is so furnished) at the time received.

**(g) Crew leader rules to apply**

Rules similar to the rules of section 3121 (/uscode/text/26/3121) (o) (/uscode/text/26/usc\_sec\_26\_00003121----000-#o) shall apply for purposes of this chapter.

**(h) Differential wage payments to active duty members of the uniformed services****(1) In general**

For purposes of subsection (a), any differential wage payment shall be treated as a payment of wages by the employer to the employee.

**(2) Differential wage payment**

For purposes of paragraph (1), the term "differential wage payment" means any payment which—

**(A)** is made by an employer to an individual with respect to any period during which the individual is performing service in the uniformed services (as defined in chapter 43 (/uscode/text/38/part-III/chapter-43) of title 38 (/uscode/text/38), United States Code) while on active duty for a period of more than 30 days, and

**(B)** represents all or a portion of the wages the individual would have received from the employer if the individual were performing service for the employer.

Meeting Date: March 24, 2015

Agenda Item 44

REQUESTED COMMISSION ACTION:

       Consent

       Ordinance

  X   Resolution

       Consideration/  
Discussion

       Presentation

SHORT TITLE APPOINTMENT TO THE CULTURAL ARTS COMMITTEE

**Summary of Purpose and Why:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH AS THE CITY COMMISSION APPOINTEE FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON MARCH 24, 2018; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS:
- Julia Black Andrews – District 1
  - Carol Romano – District 1
  - Donna Russo – District 1
  - Latoya T. Almonord – District 4
  - Sharonda Chery – District 4
  - Marcus A. McDougle – District 4
  - Larry Ferber – District 5
  - Karen Jean Leventhal – District 5
  - Kelly Ann Maguire – District 5
  - Ellen Scheffler – District 5
  - Richard Sasso – Lighthouse Point

**City Commission Appointment.**



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

- (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

City Clerk's Office

3/12/15

Approve

*Ascelea Hammond*  
*Mark W. Beach*

X City Manager

*Cal*

**ACTION TAKEN BY COMMISSION:**

Ordinance

Resolution

Consideration

Workshop

1<sup>st</sup> Reading

1<sup>st</sup> Reading

Results:

Results:

2<sup>nd</sup> Reading

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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 CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH AS THE CITY COMMISSION APPOINTEE FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON MARCH 24, 2018; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Cultural Arts Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

**SECTION 1:** That \_\_\_\_\_ is hereby appointed to the Cultural Arts Committee of the City of Pompano Beach, as the City Commission appointee for a term of three (3) years; said term to expire on March 24, 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  
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: JULIA BLACK ANDREWS  
(Optional)

**Residence Information:**

Home Address: 2527 SE 11 ST.  
City/State/Zip: POMPANO BEACH, FL 33062  
Home Phone: 954.943.0908 Cell Phone: 954.439.5746  
Email: jblackandrews@yahoo.com Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: ARTSERVE  
Current Position / Occupation: PROGRAMS MANAGER / CURATOR  
Business Address: 1350 E. SUNRISE BLVD  
City/State/Zip: FT. LAUDERDALE, FL 33304  
Business Phone: 954.462.8190 Fax: \_\_\_\_\_ Email: juliaa@artserve.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: \_\_\_\_\_

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

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

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

In addition a Resume may be attached

Education: See Attached resume

Experience: \_\_\_\_\_

Past Positions: \_\_\_\_\_

Hobbies: \_\_\_\_\_

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

Signature: 

Date: 10-26-12

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.

# Julia Black Andrews

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2527 SE 11 Street, Pompano Beach, FL 33062  
954.943.0908 954.439.5746  
jblackandrews@yahoo.com

## Work History

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Curator & Programs Manager

**ArtServe, Ft. Lauderdale, FL 2008 - present**

Responsible for curating art exhibitions, program development and administration, membership relations and facility management.

\*Key accomplishment - awarded Broward County School's Outstanding Partnership of the Year for ArtServe's Eco Art Therapy Program with Sunset School 2012.

Owner /Operator /Designer

Cottage Cay, Boca Raton 1994 - 2002

Responsible for corporate reporting and accounting functions, purchasing and inventory control as well as business development and client relations.

\*Key accomplishment - established well regarded, professional organization with services exclusive to the interior design trade.

Freelance, Ft. Lauderdale/Miami

Film Production Coordinator

European Graphics and Design

Business Manager

Boca Raton Hotel and Club

Marketing Associate

## Professional Strengths and Experience

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Administration, management, problem identification/resolution

Community and client relations and partnership development

Traditional sales and marketing

Internet marketing: Patronmail, website management and social media

Computer experience in Microsoft Office: Word, Excel, PowerPoint, Publisher, Outlook and Adobe

Photoshop

Interpersonal, organizational, and verbal/written communication skills

Self-motivated, detail-orientated, resourceful, and professional

Event/Program/Function development and management

## Education

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Broward Community College, Course Study

Coconut Creek High School, Diploma

## Personal

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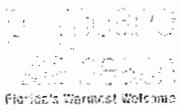
Artist - [www.jblackandrews.com](http://www.jblackandrews.com)

Alumni - Artists as an Entrepreneur, Broward Cultural Division

Board Chair - Broward Art Guild 2005-07

Published - SunSentinel 2007 Lifestyle

Charities - Boys and Girls Club, Broward County Humane Society, Gilda's Club, Legal Aid



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

CITY OF POMPANO BEACH  
 OFFICE OF THE CITY CLERK  
 2012 NOV -7 PM 4:33

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: Carol Romero  
 (Optional)

**Residence Information:**

Home Address: 1340 S. Ocean Blvd # 509  
 City/State/Zip: Pompano Beach, FL 33062  
 Home Phone: 954-784-5489 Cell Phone: 954-600-14507  
 Email: Signora35@bellsouth.net Fax: \_\_\_\_\_

**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: \_\_\_\_\_

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

<input type="checkbox"/> Affordable Housing	<input checked="" 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 checked="" 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: I attended Maria Adelaide School in Palermo, Italy and had 2 years at the School of General Studies at Columbia University - I trained for the opera with

Experience: Madam Eva Gaiter in New York City

I have traveled to almost every European country and visited cultural institutions in all of them

Past Positions: I owned a restaurant in Ft. Lauderdale for twenty two years, retiring in 2001.

I have been employed since then by various show service companies to deal with guests

Hobbies: music, art, language studies

For many years I served as Pres of the Board of Directors at the Claridge Court - I am still on the Board

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

Signature: Carol F. Romano

Date: 11/7/2012

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.



**ADVISORY BOARD / COMMITTEE APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4697  
 Post Office Drawer 1300, Pompano Beach, FL 33061  
 www.mypompanobeach.org

CITY OF POMPANO BEACH  
 OFFICE OF THE CITY CLERK  
 2012 NOV 27 PM 2:10

Mr. \_\_\_ Mrs. X Ms. \_\_\_ Miss \_\_\_ Name: Donna Russo  
 (Optional)

**Residence information:**

Home Address: 11 North Pompano Beach Blvd  
 City/State/Zip: Pompano Beach, Florida 33062  
 Home Phone: 954 366-4884 Cell Phone: 203 545-1551  
 Email: redding12@aol.com Fax: 954 366-4884

**Business Information:**

Employer/Business Name: recently retired from public school education  
 Current Position / Occupation: in Connecticut.  
 Business Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a U.S. Citizen? Yes X No \_\_\_  
 Are you a resident of Pompano Beach? Yes X No \_\_\_ Reside in District: 1 X 2 3 4 5  
 Do you own real property in Pompano Beach? Yes X No \_\_\_  
 Are you a registered voter? Yes \_\_\_ No X  
 Have you ever been convicted of a felony? Yes \_\_\_ No X  
 Current or prior service on governmental boards and/or committees: See resume

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

Affordable Housing	<input checked="" type="checkbox"/> Cultural Arts	Parks and Recreation
Air Park	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Public Art Committee
Community Appearance	*General Employee's Retirement System	Recycling & Solid Waste
*Community Development	Golf	Sand & Spurs Riding Stables
CRA East	Historic Preservation	Marine
CRA West	*Housing Authority of Pompano Beach	*Unsafe Structures
		*Zoning Board of Appeals

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

In addition a Resume may be attached

Education: ABD - Doctoral Studies - Nova Southeastern University, Florida  
CAS/sixth year degree - Fairfield University, Connecticut  
MS - Educational Administration - Rutgers University, New Jersey

Experience: B.S - Art Education - Hofstra University, New York  
Over thirty five years experience in public education as an administrator  
(see Resume)

Past Positions: (see Resume)  
- High School Administrator  
- Art Coordinator and Chairperson for school district  
- Art Teacher - Director

Hobbies: Travel, visiting art museums, drawing, painting, boating

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

Signature: *Diana D. Russo*

Date: 11/15/2012

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.

**Donna D. Russo**  
**12 Mountain Laurel Lane**  
**West Redding, CT 06896**  
**203 431-6513 (Home)**  
**203 545-1551 (Cell)**

#### **EDUCATION:**

Nova Southeastern University Doctoral candidate (4.0 GPA) Educational Leadership Miami, Florida	2006-present
Fairfield University, Fairfield Connecticut Sixth Year Professional Diploma (4.0 GPA) Administration and Supervision	1995
Rutgers University, New Brunswick, New Jersey Master of Education (3.8 GPA) Administration and Supervision	1982
Hofstra University, Hempstead, New York Bachelor of Science, Art Education (Dean's List)	1971
Additional graduate course work: University of Bridgeport, Bridgeport, Connecticut State University of New York, Brockport, New York Yale University, New Haven, Connecticut Cooperative studies, Florence, Italy	

#### **CERTIFICATION:**

State of Connecticut  
Professional Certificate #042 Art Grades K-12  
Professional Certificate #092 Intermediate Supervisor

State of New York  
Permanent Certificate Art  
Permanent Certificate School District Administrator

#### **EMPLOYMENT:**

Fairfield, Connecticut Public Schools  
**Interim Housemaster, Webster House, Fairfield Ludlowe High School** 8/11-8/12  
Supervised the implementation of the instructional program within the House for five hundred students and evaluated the effectiveness of staff within the House; Planned and implemented a program of operation and administration of the House; Conducted House meetings and in-service programs for staff; Promoted and maintained positive student climate within the House in consultation with the Dean of Students; Coordinated student teaching and intern programs within the House; Conducted building Planning and Placement Team meetings; Assisted in the planning and implementation of school-wide programs and policies.

Darien, Connecticut Public Schools**Assistant Principal, Darien High School**

8/96-6/11

Responsibilities include the monitoring of curriculum in cooperation with departments and coordinators; Evaluation of staff members; Supervision of all student activities; Monitor academics and discipline for four hundred students; Serves as the District Facilitator for the statewide TEAM program; School representative to the Advisory Board for the town's teen center, The Depot; Administrative liaison to the Darien Parents Association; Administrative Representative to the town's Youth Options Program.

Bethel, Connecticut Public Schools**Assistant Principal, Bethel High School**

9/87-7/96

Responsible for curriculum development, implementation and staff evaluation in the areas of English, science, social studies, art music and life studies; Student activities and discipline for two grade levels; In-house grading and reports using the **School System** software package design; The coordination of daily school publications; The planning and designing of the annual student handbook and program of studies; The interviewing of prospective teachers and non-certified personnel; Served on the statewide WesConn bid review committee as the art consultant.

**Art Coordinator for the Bethel School District grades K-12**

9/84-6/87

Responsible for the direction, supervision and the implementation of the art curriculum. In addition, served as **Acting Assistant Principal** from 11/86 to 6/87.

**Art Teacher for grades 9-12**

9/83-6/84

Responsible for curriculum implementation for the art department. Courses taught included Art I, Art II, Ceramics, Drawing, Painting, Printmaking and Sculpture.

Basking Ridge, New Jersey Public Schools**Art Teacher, Ridge High School**

9/79-6/83

**grades 9-12**

Responsible for curriculum implementation for the Art department.

**Administrative Assistant to the Principal**

9/82-6/83

Responsible for the coordination of committees to include orientation of new teachers and students, custodial problems, student motivation and public relations.

Rochester, New York, City School District**Art Teacher, Interim Junior High School**

9/75-4/78

**grades 7, 8 alternative magnet school**East Hartford, Connecticut Public Schools**Art Teacher, Hockanum School**

9/72-2/75

**grades 5-8**Levittown, New York Public Schools**Art Teacher, Division Avenue High School**

1/71-6/72

**grades 7-12****ACHIEVEMENTS:**

- The 2007 Connecticut High School Assistant Principal of the Year
- 2008 Connecticut State Board of Education Recognition for Contributions to the Educational Profession
- International Delegation to China for 2007-2008 Exchange Program

- **Guest Speaker at International Forum in Shanghai**
- **NEASC Steering Committee** and administrative liaison for the 2012 visitation to Darien High School. Served on Steering Committee for previous **NEASC** evaluation in 2002. in charge of all accommodations, scheduling and preparation for the evaluation.
- Served on four **NEASC** and **MAASC** visiting committees in New Jersey, Massachusetts and Connecticut.
- District Facilitator for the new state mandated **TEAM** program for beginning teachers. Served in this capacity for both the **BEST** and **TEAM** programs for fourteen years. Serve as a trained mentor and reviewer for beginning teachers.
- Created liaisons between the town, community and the high school. Organized programs to include veterans and community members. Planned two **Wreaths Across America** national visitations to the high school.
- Supervised all clubs and activities at the high school level. Expanded the student opportunities from twelve to over forty five clubs.
- Committee member of the **Looking to the Future Study Committee** for the building of the new Darien High School. Chaired the **Co-curricular Activities Committee**, compiled information and wrote report for the committee and Board of Education. Continued to work closely with the architects in the planning and design of the new facility.
- Organized a total clean-up campaign for the former Darien High School facility using students, staff and community resources. The interior walls, lockers and exterior portions of the present building were repainted and enhanced with student artwork in order to promote respect of self, others and community. The theme continued throughout the transition period from the present facility to ultimately be an established expectation in the new Darien High School building.
- Assisted in the computer development and implementation of an in-house grading, report and attendance system for high school level students.
- Developed a successful parent-teacher student organization for the high school level. Coordinated successful fund-raisers that raised over one hundred thousand dollars for student scholarships and cultural activities.
- **WESCONN Bid Review Committee** as a consultant and in the compilation of all art supplies and materials for 139 school districts in Connecticut.
- Coordinated with a national publishing company an Alumni Directory for Darien High School to include all graduates of Darien High School from 1935-2011.
- Created a transition and orientation program for eighth graders coming to the high school. The program begins in the spring of grade eight and continues throughout the freshman year.
- Created in cooperation with the current senior class and the Community Council, a Big-Brother-Big-Sister program for the incoming freshmen.
- Created an annual volunteer program and fair to encourage high school students in becoming involved with local community non-profit agencies. Programs included nationally noted guest speakers to tell of their own volunteering experiences. Over seventy percent of the student body was involved with community service.
- Organized the first annual juried art show for high school art students, developed a state-wide traveling art exhibit and implemented a continuous display of student art work at suburban Board of Education offices. All programs are still in existence today.
- Planned and re-wrote the art curriculum of grades K-12 for two school districts.
- Organized and developed a visual aids presentation, which was influential in the passing of a six million-dollar bond issue for a high school facilities renovation.
- Chaired task force groups, which included teacher orientation for new staff members, summer school programs, scheduling and public relations.
- Coordinated and supervised twelve European art/humanities oriented trips for over two-hundred fifty students. Developed fund raising projects for students in order to help defray the cost of the trip.
- A recipient of **Who's Who Among America's Teachers** award.
- A recipient of the **Connecticut Association of Boards of Education, Inc.** Award of Excellence for Educational Communications. This included the planning and design of all information and graphics for an annual high school student handbook, program of studies and school profile publication.
- A recipient of various state and local art awards in printmaking, graphic design and drawing.

## PROFESSIONAL ORGANIZATIONS

- Connecticut Association of Secondary School Principals, Assistant Principals, Arts and Legislative Committees
- National Association of Secondary School Principals (NASSP)
- Association for Supervision and Curriculum Development (ASCD)

- Delta Kappa Gamma Professional Educators Society for Women
- The College Board
- New England Association of Schools and Colleges (NEASC)
- Connecticut Principals Academy
- National Art Education Association (NAEA)
- Connecticut Art Education Association (CAEA)
- American Association of University Women (AAUW)
- Council of Churches and Synagogues of Fairfield County representing Darien High School
- DEPOT Advisory Board as the Representative from Darien High School

**COMMUNITY INVOLVEMENT**

American Cancer Society  
Leukemia Society  
Danbury Hospital Development Fund  
Local charities  
Newcomers Club: vice-president  
Women's Club: publicity and public relations officer

**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. X Miss \_\_\_ Name: LATOYA T. ALMONORD  
(Optional)

**Residence Information:**

Home Address: 501 NW 17TH AVENUE  
City/State/Zip: POMPANO BEACH, FL 33069  
Home Phone: ~~954-394-6344~~ 954-394-3473 Cell Phone: SAME  
Email: LALMONORD28@GMAIL.COM Fax: N/A

**Business Information:**

Employer/Business Name: EMBRACING TEAM, INC.  
Current Position / Occupation: FOUNDER / CEO  
Business Address: P.O. BOX 668402  
City/State/Zip: POMPANO BEACH, FL 33066  
Business Phone: 954-394-6344 Fax: N/A Email: EMBRACINGTEAMINC@GMAIL.COM

Are you a U.S. Citizen? Yes X No \_\_\_  
Are you a resident of Pompano Beach? Yes X No \_\_\_ Reside in District: 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4 X 5 \_\_\_  
Do you own real property in Pompano Beach? Yes \_\_\_ No X  
Are you a registered voter? Yes X No \_\_\_  
Have you ever been convicted of a felony? Yes \_\_\_ No X  
Current or prior service on governmental boards and/or committees: CHAIR, POLICY COUNCIL COMMITTEE, HEADSTART & EARLY HEADSTART BROWARD CTY SCHOOLS

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

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

MASTERS: NOVA SOUTHEASTERN UNIVERSITY, DAVIE, FL

GOLDCOAST: REALESTATE SALES LICENSE

Experience: CUSTOMER RELATIONS MANAGEMENT, TEACHING & MENTORING, PROJECT

DEVELOPMENT & IMPLEMENTATION, TEAM BUILDING, WORKSHOP AND SEMINAR

PRESENTATION, PRENTAL & COMMUNITY INVOLVMENT, LEADERSHIP

Past Positions: PRINCIPAL- TOUCHDOWNS 4 LIFE CHARTER SCHOOL, ASST. SCHOOL

ADMINISTRATOR-MAVERICKS HIGH SCHOOL, ASST PRINCIPAL INTERN-BROWARD CTY

SCHOOLS, TEAM LEAD/ASSOCIATE DIRECTOR OF ADMISSIONS-KAPLAN UNIVERSITY,

REALTOR, CENTURY 21 HANSEN REALTY

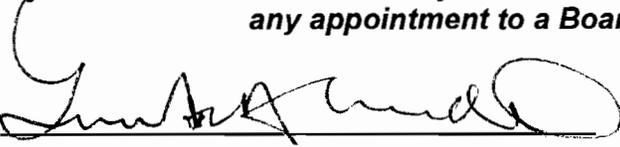
Hobbies: MOTIVATIONAL SPEAKING, PRESENTATIONS, PREFORMING ARTS, HAIRSTYLIST

HELPING OTHERS, GETTING INVOLVED IN ANY ACTIVITY THAT FIGHTS FOR A WORTHY

CAUSE!

\*\*\*\* PLEASE SEE ATTACHED DOCUMENT: RESUME

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

Signature: 

Date: MARCH 20, 2013

Initials of Clerk or Deputy: \_\_\_\_\_

Date received or confirmed: \_\_\_\_\_

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.



# Latoya T. Almonord

501 NW 17th Avenue • Pompano Beach, FL 33069 • 954-394-6344 • [lalmonord28@gmail.com](mailto:lalmonord28@gmail.com)

## PROFESSIONAL SUMMARY

Dedicated and compassionate education professional, who is committed to providing a well-balanced, supportive, and engaging learning environment for *all* students. Possession of in-depth knowledge of policies and procedures that govern schools and districts. Proven track record of exemplary student instruction, staff evaluations knowledge, and current student disciplinary actions. Adept in critical thinking, problem solving, communication skills, listening and articulation of ideas and group interaction. Strives to collaborate with all members of the school community to meet the needs of students and promote the philosophy of the school.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent working knowledge using PC, IBM and Mac systems; MS Word, Excel, PowerPoint, Access, Pinnacle, Backpack, Virtual Counselor, FileMaker Pro Windows, E-Learning

## CORE COMPETENCIES

Grant Writing & Proposals  
Customer Relationship Management  
Teaching Mentoring & Development  
Project Development and Implementation  
Instructional Best-Practices  
Team Building  
Workshops and Seminar Presentations  
Career Training & Counseling

Individualized Education Plans  
Parental and Community Involvement  
School Administration  
Leadership and Team Building  
Program Management and Coordination  
Professional Development/Training  
Enrollment & Recruitment  
School & Community Fundraisings

## EDUCATION & CREDENTIALS

**Masters:** Major: Educational Leadership - Nova Southeastern University, Davie, FL, 2011

**State Certification:** Florida Educational Leadership (All levels)

**Professional Development**

Ethical School Leadership ~ Problem Solving and Visionary Leadership ~ Organizational Management of Schools ~ HR- Process and Staff Development

**Bachelors:** Major: Theater - Florida Atlantic University, Boca Raton, FL, 2005

## PROFESSIONAL EXPERIENCE

**Touchdowns 4 Life Charter Middle School, Tamarac, FL**

**Principal, 8/12**

### **Key Contributions:**

Responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

**Mavericks High School, Sunrise, FL**

**Lead Teacher/Assistant School Administrator**

**Career Counselor**

**English Teacher, 07/11 to 06/12**

### **Key Contributions:**

Chaired collaborative meetings concerning best practices, professional development, and available resources. Assist with standardized testing in close collaboration with Curriculum Coordinator. Maintain knowledge of enrollment process, student policies, and instructional policies. Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs and work collaboratively with Administration on assessment, test data, and response to intervention. Other duties as assigned

- **Increase Student Enrollment by 10%** by restoring student-faculty relationships.
- **Decreased student discipline rate 6%** by implementing student discipline program
- **Appointed by Principal as "Lead Teacher"** to assist new teachers

**Lauderdale Lakes Academy, Oakland Park, FL**

**10th Grade Team Lead/Language Arts Teacher (9-12), 08/10 to 6/11**

### **Key Contributions:**

Developed innovative approaches that were held as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity. Taught language arts students and individuals with learning challenges within a mainstreamed, inclusive classroom. Consistently commended for ability to redirect students exhibiting behavior problems by replacing disruptive, unproductive patterns with positive behaviors. Led district-wide in-service on classroom management. Served on school committees and taskforces focused on curriculum development, textbook review, fundraising and anti-bullying efforts.

**Blanche Ely High School, Pompano Beach, FL**

**Assistant Principal (Intern)**, 11/09 to 06/10

***Key Contributions:***

Responsible for assisting with supervision and evaluation of teaching and other school staff, and other duties as assigned. Assist all school administrators in the supervision all school functions, including support services, special activities and programs, student discipline, and curricula development. Supports the principal and administrative team in fostering a positive school climate and maintaining appropriate school and community relationships.

**Kaplan University, Boca Raton, FL**

**Team Lead/Associate Director of Admissions** 03/06 to 11/09

**Sr. Admission Advisor**,

***Key Contributions:***

Responsible for a team of fifteen+ sales advisors, tasks included corrective actions, student files, particular requests, plan scheduling, and recruiting. Managed all daily admissions operations, managed prospective student communications and application processing Delegate team tasks as needed (e.g. recording, gathering information, etc) Facilitate ongoing self-evaluation of individual and team effectiveness, prepared meeting agendas Coached and mentored new advisors and current advisors. Facilitate team meetings using appropriate brainstorming, problem solving, decision making, and project planning techniques. Conducted department meetings to coordinate and monitor planned implementation

**CERTIFICATIONS AND TRAINING**

Certification in Florida Educational Leadership (FELE)

Certification in Drama (6-12)

Certification in Professional Education (PED)

General Knowledge Test (GKT)

Real Estate Sales Associate

**Training and Workshops**

Child Abuse Training

First Aid & CPR

**AFFILIATIONS**

***Chair***, Policy Council Committee- Head Start of Broward County Public School District, Fort Lauderdale, FL

***Founder/President***, Embracing TEAM Incorporation (*Teens Entering Active Motherhood*), Pompano Beach, FL

***Tutor***, Education Advantage, Fort Lauderdale, FL

***Member***, Alumni Association, Nova Southeastern University, Davie, FL

***Member***, PTA/SAC, Markham Elementary, Pompano Beach, FL

***Scholarship Ambassador***, Gates Millennium Scholars (GMS)/UNCF

**SCHOOL AND COMMITTEE MEMBERSHIPS**

Teacher Peer Mentor

Positive Behavior Support Team

Senior Graduation Committee

Reading Across Curriculum

**REFERENCE**

Immediately Upon Request



**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 MAY 22 AM 8:15  
CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

Mr. \_\_\_ Mrs. \_\_\_ Ms. \_\_\_ Miss  Name: Sharonda Chery  
(Optional)

**Residence Information:**  
Home Address: 1865 NW 6th Ave  
City/State/Zip: Pompano Beach, FL 33060  
Home Phone: (954) 278-0153 Cell Phone: (954) 278-0153  
Email: eccentrichdisplays@gmail Fax: \_\_\_\_\_

**Business Information:**  
Employer/Business Name: Eccentrich Displays Inc  
Current Position / Occupation: CEO / Founder  
Business Address: 1865 NW 6th Ave  
City/State/Zip: Pompano Beach FL 33060  
Business Phone: (954) 278-0153 Fax: \_\_\_\_\_ Email: Eccentrichdisplays@gmail.com

Are you a U.S. Citizen? Yes  No \_\_\_  
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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 checked="" type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
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<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
*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.		<input type="checkbox"/> *Zoning Board of Appeals



SHARONDA CHERY (RPHT & CPT) 141 NE 24<sup>TH</sup> ST POMPANO BEACH, FL 33060  
(954)278-0153

### Skills

40-45wpm - Expert in customer Service e - Expert in Microsoft Office

### Education

Everest University- Pompano Beach FL (Deans list 3.2gpa and perfect attendance award)  
Pharmacy Technician Diploma (March 2011-December 2011)

### Employment Experience

**Kare Pharmacy – Deerfield Beach, FL (October 2013-Current)**

#### **Pharmacy Technician**

- Data Entry
- **Guardian System knowledge**
- Customer service
- **Insurance verifications adjudication (Medicaid/Medicare/Commercial)**
- Filling/labeling/typing prescriptions
- Familiar with mail order/retail procedures
- Heavy Volume and prescription typing, shipping, etc of diabetic supplies

**Direct Pharmacy Source – Sunrise, FL (June 2011-March 2013)**

#### **Pharmacy Technician**

- Data Entry
- **QS1/Abacus/Mckesson Software Knowledge**
- Customer service
- **Insurance verifications adjudication (Medicaid/Medicare/Commercial)**
- Filling/labeling/typing prescriptions
- Familiar with mail order/retail procedures
- Heavy Volume and prescription typing, shipping, etc of diabetic supplies

**Walgreens Pompano Beach, FL (November 15 2011-January 2012)Externship**

- Receive and verify prescriptions
- Prepare medication for patients thru mixing, counting pill, and labeling bottles
- Price and fill prescriptions
- Patient paperwork/customer service
- Insurance claims
- Inventory and stock medication
- Data entry

**TMS Pharmaceuticals Boca Raton, FL [June, 2008- January, 2011]**

#### **Medical Customer Service Specialist**

- Answer via telephone customer inquiries pertaining to medication and medical devices
- Effectively communicate with physicians/pharmacist
- Educate pharmacists/physicians when a new formulary status put into action
- Clerical duties(faxing, copying, etc.)
- Ensure Accurate and fast patient data entry

**Publix Supermarket & Full time Gainesville, FL [June, 2004- January, 2008]**

#### **Deil Assoiate & Social Services Major**

### License and Certifications

- PTCB certification 5801-0701-0258-693
- Registered Pharmacy Technician RPT41194
- HIPPA LAW Certified

---

**Sharonda "Eccentric" Chery**

1865 NW 6th ave, Pompano Beach, fl 33060

954-278-0153

eccentricdisplays@gmail.com

Website: [www.eccentricdisplaysinc.weebly.com](http://www.eccentricdisplaysinc.weebly.com)

facebook: Eccentric Chery Instagram: Eccentric

**Career Focus** Poet/Author/Playwright/CEO & Founder of Eccentric Displays Inc/host**Achievements**

- House Poet @ Rip the Stage Miami
- Tate Publishing Book Contract

**Education**

- A.S. from University Of Florida 2006
- Pharmacy Technician Diploma Everest University 2011

**Experience Summary** I was first introduced to spoken word in 2004 via University of Florida Black Culture Society. I have performed at over 25 venues and have graced over 75 stages throughout the state of Florida and California, including churches, schools, and weddings. I am a playwright, soon to be author and the proud owner of an up and coming performing arts company, based out of my home town of Pompano Beach, Fl. I host and assemble 2 open mic shows Smooth Bounce Wednesdays in Hollywood, FL, and Cuisines & Poetry in Fort Lauderdale ,Fl**Stage****Experience****Host & Founder of Cuisines & Poetry Nov 2013-Current**

- Host
- Plan
- Perform
- Supervise and schedule all activities and performances

**Feature @ the wordplay Café – Michael Paragon, Sarasota, Fl 2012**

- Performed as the main poet of the evening
- Hour- long Set
- Took Photos/signed CDS
- Audience of 25-30

**Feature @ Indigo – Kyle Holder, West Palm Beach, Fl 2012-2013**

- Performed as main headliner in a all women showcase
- Audience of 20-25
- Took Photos
- 30 min set

**Feature @ Rip the Stage-Will Serius & Germaine Coleman, Miami, Fl 2013**

- 10 min set (2 pieces and some dialogue)
- 1 of 8 Poets performing named as a house poet
- Audience of 65-75

**Feature @ Sophisticated Soul Sundays-Brian Peterson, Margate Fl 2011**

- Performed as the main poet of the evening
- Hour- long Set
- Took Photos/signed CDS
- Audience of 30-35

**WSUI Radio-Groove Theory – Hollywood Fl 2011 & 2012**

- Guest Host
  - Performed to an internet audience of 20k
  - Guest on talk panel
-

References

- Michael Paragon (941) 315-0379
- Sheryl Dickey (954) 444-3691
- Germaine Coleman (786)203-5017
- Kyle Holder (561) 901-0603
- Brian Peterson (954) 857-8485
- Jazman Mason (954) 708-5200

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

CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

Florida's Warmest Welcome

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095  
Post Office Drawer 1300, Pompano Beach, FL 33061  
www.mypompanobeach.org

2013 JAN 28 PM 4:22

Mr.  Mrs. \_\_\_ Ms. \_\_\_ Miss \_\_\_ Name: Marcus A. NEDJIGLE  
(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 BEACH, 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:**

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<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input checked="" type="checkbox"/> *Planning & Zoning/Local Planning Agency
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<input checked="" type="checkbox"/> Charter Amendment	Employee's Health Insurance	Public Art Committee
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<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

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In addition a Resume may be attached

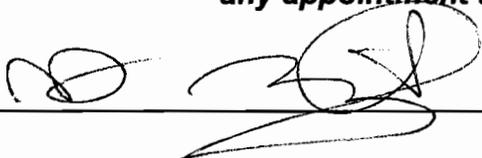
Education: B. A. in Sociology From Bethune Cookman  
Studying for Masters in Health Service adm.

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  
OFFICE OF THE CITY CLERK  
2014 MAY -6 AM 9:07

**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: Cultural Arts

NAME OF APPLICANT: Larry Ferber

RESIDENCY ADDRESS: 350 3520 Oaks Way #406

ZIP CODE: 33069 HOME PHONE NO.: 954 933-3640

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

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: work from home part time, semi-retired

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? Yes

IF YES, PLEASE LIST NAME(S):  
open to suggestions

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: 30 year career in TV, 3 Emmy nominations former Director Palm Beach Jewish Film Fest, Current: Host, Movie Club, The Living Room Theatre  
EDUCATION: Northeastern University, Boston, MA BA, Drama

EXPERIENCE: Executive Producer, Joan Rivers, Dennis Miller, Lifetime and Silly Jerry Raphael and various others

CURRENT POSITION: mentioned above, Host, The Movie Club, Living Room Theatre, Role

PAST POSITIONS: \_\_\_\_\_

HOBBIES: Movies, TV, gym, volunteer work

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

[Signature]  
SIGNATURE OF APPLICANT

MBY 6, 2014  
DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

5/6/14  
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  
ADVISORY BOARD / COMMITTEE  
APPLICATION**

CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK  
2014 MAY - 2 PM 6: 23

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: Karen Jean Leventhal  
(Optional)

**Residence Information:**

Home Address: 3499 Oaks Way Suite 410  
City/State/Zip: Pompano Beach, Florida 33069  
Home Phone: 954-826-7463 Cell Phone: 954-826-7463  
Email: duchessofdoodle@aol.com Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: Self-employed  
Current Position / Occupation: Free lance writer/illustrator picture books and stories for children  
Business Address: 3499 Oaks Way Suite 410  
City/State/Zip: Pompano Beach, Florida 33069  
Business Phone: 954-826-7463 Fax: \_\_\_\_\_ Email: duchessofdoodle@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: Career in U.S. Government on the national level in Washington, D.C.

**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 type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input 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 checked="" 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: See attached Professional Summary:

In addition to Degrees in Journalism/Graphic Arts and Advertising I also completed 2 1/2 years on the university level, as a teacher of art for elementary school students.

Experience: \_\_\_\_\_

Career in the U.S. Government on the supervisory level as a journalist, writer/editor. Currently as a writer and illustrator specializing in juvenile and gift books for national publication and licensing.

Past Positions: \_\_\_\_\_

I also happily present imaginative and inspirational 'funshops' (workshops) for both children and adults on how to embrace the magic of their inner child.

Hobbies: \_\_\_\_\_

Art, Travel, Reading, Shell Collecting coupled with a strong desire to see the educational system embrace a more imaginative and creative way for students to find joy in learning.

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

Signature: \_\_\_\_\_

*Karen Jean Lewenthal*

Date: \_\_\_\_\_

*May 1, 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.

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3499 Oaks Way  
Studio 410  
Pompano Beach, Florida 33069  
Tel. 954-826-7463  
email: duchessofdoodle@aol.com

## **Professional Summary**

- Writer, designer and illustrator specializing in juvenile and gift books for national publication and licensing.
- President, Karen Kreations, Inc. Duties required conceptualizing, designing, manufacturing and distributing various lines of greeting cards and related products to national and international markets
- Writer/Editor with the Office of Energy Information Services in the U.S. Department of Energy. Developed and reviewed proposed publications for graphics, layout, illustration, and photo requirements.
- Supervisory Freedom of Information Specialist with the Office of Public Affairs of the U.S. Department of Energy. Responsibilities included continuous and effective communication with the news media, major oil companies, Members of Congress, public interest groups, and the general public.
- Assistant Editor of the Department of State, Agency for International Development Newspaper. Wrote feature, news, and interview articles concerning international development activities of the U.S. Government.
- Research Assistant with the Public Health Service of the U.S. Department of Health, Education and Welfare. Compiled research material for publication of various books by Presidential Advisor Jean Mayer.

## **Education and Honors**

Journalism Degree, University of Maryland, College Park, Maryland

Advertising & Graphic Design Degree, Art Institute of Fort Lauderdale

U. S. Department of Energy Special Achievement Award - Development of the Office of Freedom of Information.

U.S. Federal Woman's Award Nominee - Pioneer in the advancement of the flow of information between the Government and the public.



CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK  
ADVISORY BOARD / COMMITTEE  
APPLICATION

2012 NOV -2 AM 7:18

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: Kellyann Maguire  
(Optional)

**Residence Information:**  
Home Address: 3549 W. Atlantic Blvd. 601#  
City/State/Zip: Pompano Beach, Florida 33069  
Home Phone: \_\_\_\_\_ Cell Phone: 954 531 9118  
Email: Kellyann Maguire@aol.com Fax: \_\_\_\_\_

**Business Information:**  
Employer/Business Name: Self  
Current Position / Occupation: Art Agent / Public Relations Historians  
Business Address: 2900 Banyan St 102#  
City/State/Zip: Ft Lauderdale FL 33316  
Business Phone: 954 531 9118 Fax: 954 351 7017 Email: Kellybaberuth@aol.com  
Att. Art 4 Advoce

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 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 checked="" 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: A.C.C College  
Weist Barrow Acting School/Atlantic City NJ  
Art Workshops/Los Angeles

Experience: Dorothy Porter Wesley Research Center, Inc  
Florida NonProfit Corporation Board of Directors  
Since 7/27/1999 PR Trump Organization 10 years ERTE Leroy Neiman

Past Positions: Agent Michael Buffer Ring Announcer  
Lets get ready to rumble. Press Agent  
Melissa Salamone Boxer IWB F World Title  
Marketing Director THE LOOK MODEL AGENCY/Fair Poses Thoughtbreds

Hobbies: Organized Charity Events/Equine + Sporting Art  
Worldwide Museum Travel, Celebrity Photography-Feng Shui Study  
Antique Shopping Spending time with friends Pilates, Pompano  
Dog Park + Beaches

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

Signature: Kelly Maguire

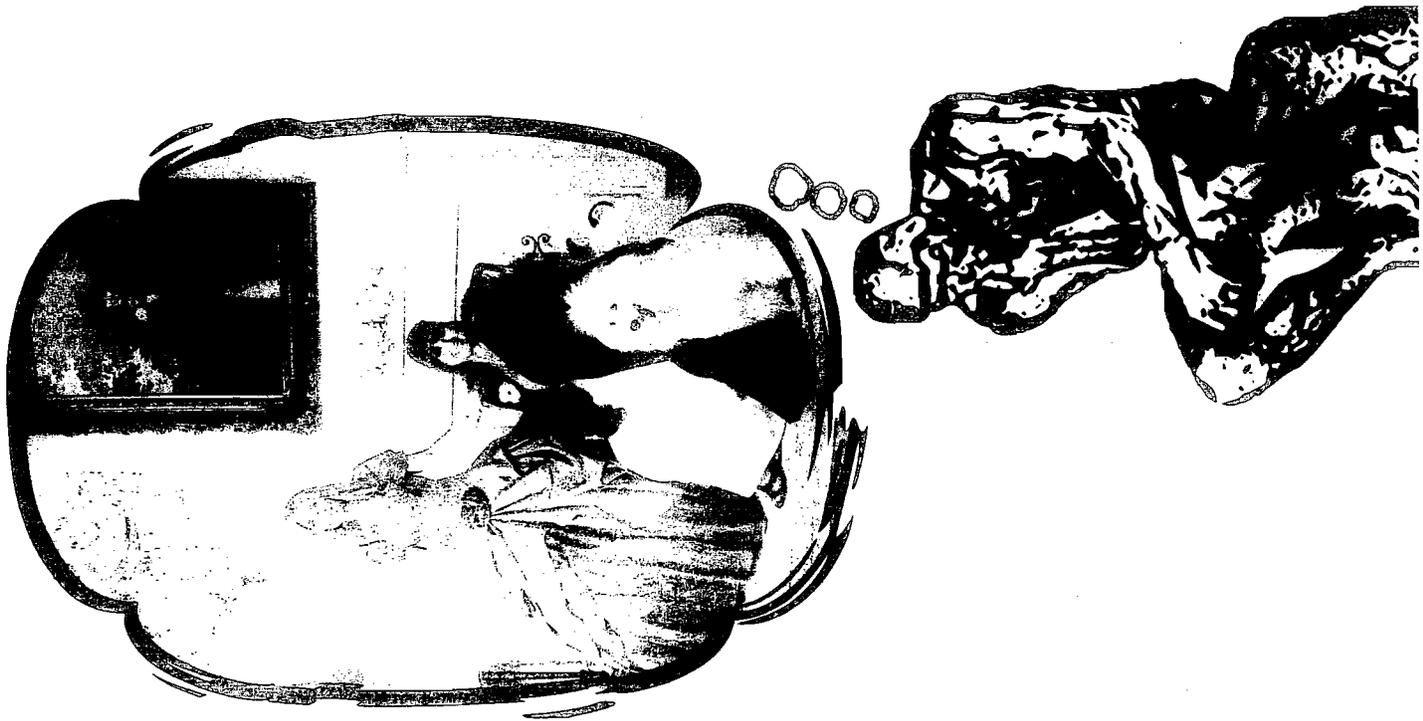
Date: NOV 1 2012

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.



Broward County > Library > AARLCC Special Collections > Dorothy Porter Wesley Collection

## Dorothy Porter Wesley Collection



Rarely does a library have the opportunity to build an exceptional special collections section from one source of materials and especially from one of our countries most preeminent bibliophiles of Black History, as did the African-American Research Library and Culture Center (AARLCC) in the year 2001.

The normal source of this eclectic assortment of material would be years in assembly. Perhaps using eBay® one could replicate this collection, if one had the time, money, energy and expertise of an archivist, scholar, and bibliographer.

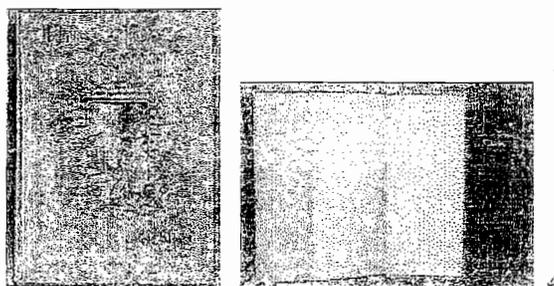
Fortunately, the library's stated vision and goals piqued the interest of a Broward County resident, Ms. Constance Porter Uzelac, the daughter of Dorothy Porter Wesley to share the material that her mother had personally acquired during the years that she was curator of the Moorland-Spingarn Collection at Howard University Library. The mission that so interested Ms. Uzelac was that the African-American Research Library and Culture Center,

...will serve as a bridge across cultures by establishing wide-reaching collaborations with governments and organizations throughout Florida, the Caribbean, South America and Africa. Securing archival documents, Artifacts and books that focus on people of African descent will balance and enhance our understanding for generations to come. 1

This was a personal vision also shared by Dorothy Porter Wesley as she built a formidable library at Howard University, book by book. "Her zeal for uncovering materials relating to Afro-American history earned her the name of 'Shopping Bag Lady'. She would personally search in attics, basements, closets and boxes for materials that to the untrained eye, were often thought of as trash." 2 Mrs. Wesley because of her love and expertise of the history and culture of people of African descent, "was almost single handedly responsible for building the library (Moorland-Spingarn Collection at Howard University) into a world-class research facility..." 3 Mrs. Wesley applied the same amount of energy and dedication in acquiring her vast personal collection, of which Constance Uzelac, Executive Director, Dorothy Porter Wesley Research Center, Inc., has judiciously apportioned by sale to the African-American Research Library and Culture Center.

The African-American Research Library and Culture Center has obtained approximately 5, 200 items, books, pamphlets, pictures, and photographs, from Ms. Uzelac, with a value in excess of \$500,000 and an invaluable source of pride for the community. The collection is a foundation and strong representative of 19th and 20th century Black authors. Further, the collection is a repository for books, pamphlets, post cards, ephemera and memorabilia of the history and culture of people of African descent in the Americas. And, Mrs. Porter view of the visionary bridge included the broader picture of a 19th century white abolitionist, Harriet Beecher Stowe, as well as the life experiences of a runaway slave Frederick Douglass.

The 1897 "*Uncle Tom's Cabin: a tale of life among the lowly*", authored by Ms. Stowe is a "rare Publisher's dummy that includes alternative bindings, ...superbly printed on superior highly calendared paper,...; 4 pages of advertising material, title page, preface, and long extracts from the text and many plates."



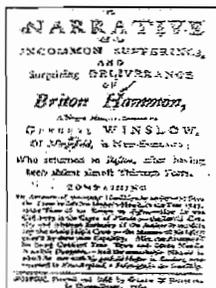
While Mr. Douglass offers to the library's collection, "*Escape from Slavery, The Boyhood of Fredrick Douglass In His Own Words*", *My Bondage and My Freedom...with and Introduction By Dr. James M'Cune Smith*, and "*Race Problem, Mame Church, Washington, October 21, 1890.*" Mrs. Porter as described in her biography was a patriot and innovator and a unique individual in a period of history where women were not educated beyond high school.

(Dorothy (Louise Burnett) Porter Wesley was) ... born on May 25, 1905, in Warrenton Virginia, the first of four children of Dr. And Mrs. Hayes J. Burnett, Dorothy Burnett received her early education in Montclair, New Jersey. After she graduated from high school, she enrolled in Minor Normal School in Washington, D.C., in 1923. In 1926, she transferred to Howard University and began work as a student assistant in the Founders Library. She graduated from Howard in 1928 with an A.B. and a resolve to continue her education to become a librarian. After working at the Howard University Library as a cataloger, Burnett enrolled in the Columbia University School of Library Science and in 1931 received a B.L.S. She received a scholarship to attend graduate school at Columbia from the Julius Rosenwald Fund and was awarded an M.L.S. in 1932, becoming the first African-American woman to do so.

Dorothy Porter Wesley, librarian, bibliographer, scholar, historian and archivist, was for 43 years (1930-1973) the curator of the Moorland-Spingarn Collection at Howard University in Washington, D.C. Under her guidance a small special collection

grew into a world-renowned research library. Today the Moorland-Spingarn Research Center is considered by many to be one of the world's most comprehensive repositories of information on the history and culture of people of African descent. 5

Mrs. Wesley's ambition during her life time was to collect, codify Afro-American material and avail the collection to the public. Her motivation was partially due to her statement, "I recall that not many years ago the African was said to lack all sense of history because African history was not available in the form of written language." 6 In America before the 18th century there was little written history of people of African descent. Mrs. Wesley points out that, "Probably the first of these men (African American) was Briton Hammon, whose narrative was published in 1760 in Boston...I believe it to be the first book written by a Negro and published in the United States. 7



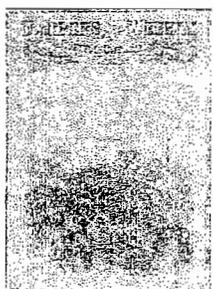
8 Most of the traditions, culture and history were transferred through oral tradition. "Most slave owners forbade their slaves from speaking their own language, and forced them to speak English. They were also forbidden from learning to read or write. In this manner slaveholders believed that they were keeping their slaves in ignorance so that they could not rebel or escape." 9 The oppression and cruelty during this period of American History repressed the written word and history was proliferated through oral tradition. "In exploring the various modes of linguistic expression in songs, sermons, stories (folktales), and speeches we find the primacy of oral traditions as the foundation of African American cultural expression." 10 Authors note: *Briton Hammon has been accepted as the first writer of "prose text" to be published, however the first literature as poetry was written by Jupiter Hammon (no relation to Briton), in 1760 and published as a broadside in 1761.*

The revolution of African American authors had begun to main-stream their writing, to record oral tradition, and before the end of the 18th century, several African Americans were published including:

"John Marrant, James Albert Ukasaw (Gronniosaw), Gustavus Vassa, Venture Smith, Paul Cuffee, Phillis Wheatly,...and Richard Allen." 11 It wasn't a systematic movement of obscure white Americans suppressing these writers or their books, but more so a growing sense of "consciousness of self" sic, (African Americans) that believed in their place and contribution to American History that had begun writing and collecting material for future generations that started the revolution.

...Thrust into the center of a dynamic Western civilization and buffeted by powerful social economic and culture forces, the African American early on developed a *consciousness of self* that corresponds to that of a rationally controlled society. He mastered the language of the dominant group and produced in that language a literature marked by experience and hope... African American leaders, along with their white Abolitionists friends, very early recognized the importance of the African American position in America... In the face of slavery...reconstruction and disfranchisement, they persisted in gathering data and in the production and the preservation of records of their race. 12

The Dorothy Porter Wesley special collection at the African-American Research Library and Culture Center offers the public the opportunity to review over 5,200 titles from rare books to more recent authors, books that have been autographed by their authors or notable historical individuals, magazines, and newspapers like *Harper's Weekly Journal of Civilization* an example of which is shown here.



13



14

Both of these renderings from Harper's Weekly (#13 & #14) are in excellent condition. A sister journal, *The Illustrated London News*, (ILN) of the United Kingdom published in October 20, 1866. "AN INCIDENT OF GENERAL SHERMAN'S MARCH THROUGH GEORGIA", as shown here (#15).



15

The interesting aspect of the referenced picture #15..."Sherman's March..." was the fact that this was contemporaneously published in *Harper's Weekly Journal of Civilization*.

The rendering in the magazine was originally from a painting by the celebrated cartoonist Thomas Nast and adapted to the magazine through a process of engraving.

The picture was an engraving from a painting. The Illustrated London News pioneered the use of engravings whereby an artist would send in a drawing of a scene or event (in this case an accurate impression of a painting) and a draughtsman would then mark the image out on wood blocks which would be screwed together (the wood blocks were made from boxwood). Then, either one, or a team of engravers would work on the picture until complete. In the case of this image, it's

likely that a correspondent in New York sent in the drawing, but perhaps the gallery itself sent an impression - difficult to say. 16

The related text as published in 1866 describing the scene has important historical significance to AARLCC and Mrs. Porter since it is about the emancipation of the southern slave.

The engraving on p.381 represents one of the most remarkable historical paintings in a late exhibition of fine arts at New York. It is the work of Mr. T. Nast, and has obtained the approval of many of the American art-critics, for the merits of its design and execution. The interest, however, of the subject, as an imaginary scene of General Sherman's campaign in Georgia, could not fail to gain for this picture a degree of popularity in the United States, at least in the Northern States, independent of its artistic merits. Its conception is eminently dramatic, and the attitude of the figures tells its own tale. The Federal commanding officer, who has arrived, with his staff and the soldiers of his guard, at the house of an absent planter, is met on the door-steps by the ladies of the family, who reply with glances of proud disdain to the polite address of their country's enemy as they are resolved to consider him in that hostile light. A group of officers in the foreground, whilst eagerly watching for the rest of their troops to come up are beset with offers of game, fruit, and other provisions by some of the (N)egroes of the plantation, who are vociferously expressing their joy and gratitude for the prospect of instant emancipation. The little drummer-boy receiving from a black urchin the gift of a nosegay of flowers is a pretty repetition of the same idea. On the whole, we should say that the haughty ladies and the pert child at the top of the steps will do well to follow the example of their dusky servants, and give the new comers a more friendly reception, leaving it to the masculine chivalry of the South to try if it can deal with the invaders of Georgia by force of arms; and, if not, to acquiesce in the restored authority of the Union. 17



18

Because of Dorothy Porter Wesley's ambition, philosophy, and historical insight and perspective, the Moorland-Spingarn Collection at Howard University Library is an outstanding resource for students, historians and bibliophiles of African American culture. And, when Ms. Constance Porter Uzelac, the daughter of Dorothy Porter Wesley related to the philosophy, and mission of the African-American Research Library and Culture Center, the local community has been profoundly rewarded with this special collection.

The collection will be presented for viewing in the general public areas of AARLCC in 2007, but access is available to all now, with some limitations as to the use of this material with a restriction of reviewing the collection only in special environmentally controlled rooms and without the normal checkout procedures of the general collection.

- 
- 1 African-American Research Library and Culture Center dedication and information pamphlet 10/23/1999 by Broward County Board of County Commissioners
  - 2 Dorothy Porter Wesley (1905-1995) Afro-American Librarian and Bibliophile Broward County Library, Bienes Center for the Literary Arts ISBN 0-9678858-2-5, First edition ©2001 Fort Lauderdale Florida
  - 3 ISBN 0-9678858-2-5, First edition, pg. 6
  - 4 Digital Photograph from Special Collections, African-American Research Library and Culture Center, Fort Lauderdale, Florida
  - 5 ISBN 0-9678858-2-5, First edition, pg. 7
  - 6 ISBN 0-9678858-2-5, First edition, pg. 13 (Note: taken from a speech Ms. Wesley gave at Morgan State College Feb, 13, 1957.).
  - 7 ISBN 0-9678858-2-5, First edition Speech Ms. Wesley gave at Morgan State College Feb, 13, 1957
  - 8 [http://www.hup.harvard.edu/features/bible/briton\\_hammon.html](http://www.hup.harvard.edu/features/bible/briton_hammon.html)  
<http://www.etext.lib.virginia.edu/readex/hamsu#2.jpg>
  - 9 <http://www.gwu.edu/~e73afram/ag-mp.html> pg. 1
  - 10 <http://www.gwu.edu/~e73afram/ag-mp.html> pg. 4
  - 11 ISBN 0-9678858-2-5, First edition (Speech...) pg. 18
  - 12 ISBN 0-9678858-2-5, First edition (Speech...) pg. 17
  - 13 Digital Photograph from Special Collections, African-American Research Library and Culture Center, Fort Lauderdale, Florida. Harper's Weekly Journal of Civilization November 14, 1863 pg. 1
  - 14 Digital Photograph from Special Collections, African-American Research Library and Culture Center, Fort Lauderdale, Florida. Harper's Weekly Journal of Civilization November 2, 1878 unk
  - 15 Digital Photograph from Special Collections, African-American Research Library and Culture Center, Fort Lauderdale, Florida. Illustrated London News 10/20/1866 pg 381

pamphlets, manuscripts and sheet music. As a way of honoring that important acquisition, the library was renamed the Moorland-Spingarn Collection.

Dorothy Porter Wesley's philosophy toward books was reflected in the way she nurtured and protected the collection. She once stated that: "All of this—our painters, musicians, athletes—is our background, what they've done all goes to make up our history . . ."

Mrs. Porter Wesley authored numerous books, articles and book reviews, but she is best known for the numerous bibliographies she compiled. She was also active in numerous professional organizations, including the Bibliographical Society of America, the Society of American Archivists, Association for the Study of Negro Life and History, the African Studies Association, and she was a consultant to the National Library of Lagos, Nigeria, 1962-64.

After her retirement, she continued to receive many accolades and laurels. Moorland-Spingarn Research Center dedicated the Dorothy B. Porter Room in 1973, which now houses the Howard University Museum. In 1989, The Dorothy Porter Wesley Lecture Series was initiated by Moorland-Spingarn. She also spent a year as Visiting Research Scholar at the DuBois Institute for Afro-American Research, Harvard University, and was awarded honorary doctorate degrees from Susquehanna University, Pennsylvania (1971), Syracuse University, New York (1989), and Radcliffe College (1990).

Dorothy Porter Wesley had two husbands, Mr. James A. Porter, an internationally known painter and art historian to whom she was married for 41 years, and Dr. Charles H. Wesley, a noted historian, author and educator. From the first union she was blessed with a daughter, Constance Porter Uzelac.

## JAMES AMOS PORTER 1985-1970



James A. Porter was an African American educator, lecturer, painter, administrator, critic and advisor. He graduated from Howard University with honors in 1927 with a Bachelors degree in Art. He was appointed instructor of art at Howard University in 1927. In 1929, he was awarded the Arthur Schomburg Portrait Prize for his painting *Woman Holding a Jug* (oil on canvas, Fisk University, Carol Van Vechten Gallery of Art). In 1933, the painting was also in the Harmon Foundation Exhibition of Negro Artists. He received the Certificat de Presence from the Institute of Art and Archeology, University of Paris in August 1935. In 1937, he received a Masters of Art in Art History from New York University. In 1953, he was appointed Head of the Department of Art and Director of the Art Gallery at Howard University. In March of 1965, he was named one of America's outstanding men of the arts along with 26 other teachers who also received the first National Gallery of Art Medal and Honorarium for Distinguished Achievement in Art Education.







His classic book and standard reference work, *Modern Negro Art* [exhibit #18] proved to be one of the most informative sources to date on the creativity of the American Negro artist.



CHARLES HARRIS WESLEY  
1891-1987

Charles H. Wesley was a noted African American historian, educator and author. He was the fourth African American to receive a Ph.D. from Harvard University. In 1913, while a student at Yale University, he became a member of the Zeta Chapter of Alpha Phi Alpha fraternity and from 1931-40 he served as national General President of Alpha Phi Alpha Fraternity. An ordained minister, Wesley's distinguished career included 40 years of leadership with the African Methodist Episcopal Church; he was President of Wilberforce University, Ohio, from 1942-1947, and served as the President of Central State College, Ohio, until his retirement in 1965. He was Executive Director of the Association for the Study of Negro Life and History from 1965-1972, and later became its Executive Director Emeritus. In 1976, he served as Director of the Afro-American Historical & Cultural Museum, Philadelphia. He was the recipient of numerous awards including a Guggenheim Fellowship in 1930/31; the Scottish Rite Gold Medal Award in 1957; and the Armistad Award in 1972. He authored numerous books including the *History of Alpha Phi Alpha* [exhibit #20]; *Richard Allen: Apostle of Freedom* [exhibit #21]; *The History of Sigma Pi Phi*; *The Story of the Negro Retold*; *The History of the Prince Hall Grand Lodge of the Free and Accepted Masons of the State of Ohio* [exhibit #22]; *The Negro in Our History*; and *the International Library of Negro Life and History*.

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**SANTA ANITA**

MICHAEL J. MARTEN/HORSEPHOTOS

*Attima was a multiple Grade 2 winner last year, but only within the 3-year-old division.*

## Buena Vista pits Attima against older stakes rivals

By **STEVE ANDERSEN**

ARCADIA, Calif. - Trainer Julio Canani has lofty goals for Attima this year. The winner of two graded stakes last summer, Attima will attempt to win her fourth stakes in Monday's \$150,000 Buena Vista Handicap at Santa Anita.

Canani is hoping the Buena Vista will lead Attima to more lucrative stakes later this year, such as the \$750,000 CashCall Mile at Hollywood Park in the summer.

In the Grade 2 Buena Vista, run at a mile on turf for fillies and mares, the 4-year-old Attima will be trying to win her first graded stakes outside the 3-year-old division. Last spring and summer, she won the Grade 2 Honeymoon Breeders' Cup Handicap at Hollywood Park and the Grade 2 San Clemente Handicap at Del Mar.

Attima lost her final two starts of 2006, including a ninth in the Grade 1 Matriarch Stakes against older fillies and mares at Hollywood Park on Nov. 26. She emerged from that race with an illness that required a few weeks' rest.

"The next day it was like she was dead," Canani said.

In her only subsequent start, Attima won the Wishing Well Handicap on the 6 1/2-furlong hillside turf course on Jan. 28, rallying from third to

score by 1 3/4 lengths as the favorite. The race showed Canani that Attima was back in form.

Attima is likely to be near the front in the Buena Vista, which may have a quick pace. Mea Domina, a four-time stakes winner, and Berbatim, who won the 2005 Providencia Stakes here, often race near the front.

Attima and Mea Domina carry top weight of 120 pounds, spotting the rest of the field four to seven pounds.

Trainer Paddy Gallagher has two starters - Clinet (116 pounds) and Singalong (114).

Clinet was second in the Grade 3 Monrovia Handicap on the hillside turf course on Jan. 1, her only start at his meeting. A stakes winner in Dubai last February, she is winless in three starts in this country.

"She's got a good turn of foot," Gallagher said.

Singalong was promoted from second to first in the Tuzla Handicap at a mile on turf here on Jan. 24. She finished 1 1/2 lengths behind Conveyor's Angel after encountering trouble on the final turn and a wide trip.

"She got blocked and she still came on to be second," Gallagher said. "We were lucky to get moved up."

Conveyor's Angel, who was demoted to seventh in the Tuzla, returns in the Buena Vista.

**LAUREL**

## Silver Wagon most proven in top races

By **MARTY MCGEE**

LAUREL, Md. - Kent Desormeaux and Edgar Prado will be back at their old stomping grounds Monday when the Grade 2 General George Breeders' Cup is run for the 32nd time, and Laurel Park horseplayers who watched both men develop into legendary riders on this circuit seem likely to give a nod to Prado.

Not that Desormeaux, already a Hall of Fame member, isn't the all-time favorite of many Maryland fans. But Prado has the mount on Silver Wagon, the solid favorite for the \$300,000 General George, and everyone wants to align themselves with a winner.

Silver Wagon is a proven entity in graded races, having consistently posted triple-digit Beyer Speed Figures while earning nearly \$800,000 during his 22-race career. Two starts back, Silver Wagon was a dominant winner of the Sport Page Handicap at Aqueduct at seven furlongs, and the 6-year-old horse will be turning back to that same distance Monday after finishing third in the 1 1/8-mile Sunshine Millions Classic in his latest start.

Richard Dutrow Jr. long has been the trainer of Silver Wagon, but because Dutrow is serving a suspension, his brother Tony has become the trainer of record for Silver Wagon for the General George.

Meanwhile, Desormeaux has the mount on Will He Shine, one of nine older horses entered in the race. Based at the Trackside training center in Louisville, Will He Shine will try to improve off a recent runner-up finish in the Forego Stakes at Turfway Park.

"Obviously he'll have to run big to contend in this field, but I think he's ready," said trainer Dale Romans. "I just wanted to get a race into him at Turfway while we pointed him to the General George. This has been our target for a couple months."

At least three other horses figure highly in the General George: Ah Day, a King Leatherbury-trained 4-year-old with 7 wins from 12 starts at Laurel; Your Bluffing, who has amassed a 14-for-27 record over the local course; and Judith's Wild Rush, a well-traveled winner of more than \$330,000.

Trainer Mike Trombetta opted for the General George for Your Bluffing after the gelding was assigned the outside post when entered in the Campbell Handicap on Saturday at Laurel. Trombetta chose Your Bluffing in lieu of another standout in his stable, Sweetnorthernstain.

Rounding out the field are Ryan's for Real, Gold Cluster, City Weekend, and Mach Speed.

The General George is carded as the last of nine Monday races.



in New York in the Wood Memorial (gr. I), and then a subsequent leg injury knocked the son of Cherokee Run off the classic trail.

Cool Coal Man, winner of the Fountain of Youth (gr. II), and Stevil, fourth in the Blue Grass, then took up the running, but sputtered in the first two classics. So, up stepped the LaPenta fourth string to carry the day at Belmont.

"I told Nick before the race that if we won, we should celebrate for three months," said LaPenta. "There is so much emotion that goes into wanting to win this race. I've been coming here for the Belmont my whole life. I was here when Secretariat won, and I thought today, with Big Brown, could be another one of those days. I'm over the moon. I'm a New Yorker; it's a great venue and a great race. It's a miracle day."

Not that LaPenta actually saw Da' Tara hit the finish line. As the horse flew to the lead unchallenged, LaPenta was up in the

box seats hoping to see the half-mile fraction click off in :49 or :50. He got :48.30.

"I was looking at the fractions and looking at Big Brown. And looking at Big Brown," LaPenta said. "But when Da' Tara came around the turn, I remember thinking he was extending, just like War Pass. I sat down at that point. I didn't even look at the rest of the race. I said, 'This either isn't really happening, or I'm going to have a heart attack.'"

LaPenta speaks of the mental risk entailed in selling good horses that could come back to haunt him, and, in fact, he has watched horses like Court Vision, Pomeroy, and Zavata become graded stakes winners after he sold them. He calls it playing Russian roulette, but the art of the deal

**FUN FACTS**

Andromeda's Hero ran second in the 2005 Belmont Stakes. C P West finished fifth in the 2007 Belmont, both for LaPenta.

is steeped in sound business practice.

"I'm an upside, downside kind of guy," said LaPenta. "Last year I was getting offers to sell War Pass, including a very lucrative one on the morning of the Breeders' Cup. But I said to Nick, 'Let's go all in.' If he lost that race, I could take it. But I could not take War Pass winning and me not owning him.

"Like now, if theoretically he should come back as a 4-year-old and lose his first race, it's not going to do a lot to his value. But if he comes back and runs great, his value could go up. You could call that being a risk-taker; I call it being a businessman."

The businessman's Da' Tara stunned the racing world at 38-1 in the Belmont, and apparently took many in LaPenta's circle by surprise as well.

"Nobody wished me good luck before the Belmont because nobody thought we had a chance," he said.

It seems where LaPenta is concerned, that is simply never the case. ☐

**TRAINER**

**Nick Zito**

BY KAREN M. JOHNSON

Trainer Nick Zito had a rough spring leading up to the June 7 Belmont Stakes (gr. I), but Belmont day was a time for the trainer to rejoice with the stunning victory of Da' Tara, the longest price in the Belmont field at odds of 38-1.

*Native New York breaks up another Triple Crown*

Zito trained War Pass, who like Da' Tara is owned by Robert LaPenta, to win last year's Bessemer Trust Breeders' Cup Juvenile (gr. I), a victory that earned the colt the Eclipse Award as the top 2-year-old male. But April 19, it was announced by Zito that War Pass was off the Triple Crown trail with a small ankle fracture. Seven days earlier, Zito's close friend Cliff Guilliams, a racing writer and Equibase chart caller, had died unexpectedly at age 52. The Zito-trained The Cliff's Edge, winner of the 2004 Toyota Blue Grass Stakes (gr. I), was named for Guilliams.

"Thinking of my friend, Cliff Guilliams, I'd like to salute him today, too," Zito told the media after winning the Belmont. "He's a very special friend, and he would have really enjoyed this. He would have said—excuse me, ladies—but hey, you kicked their (butt). It's people like that that keep you going, that kept me going, and, you know, it's really special to win

today. I'm very, very blessed."

Zito, 60, was the spoiler once again in the Belmont. In 2004, he won his first Belmont with the Marylou Whitney-owned Birdstone, who paid \$74 en route to upsetting Smarty Jones, and foiling that colt's Triple Crown bid. Smarty Jones was the last horse to enter the Belmont with a Triple Crown on the line until Big Brown.

Zito, who was enshrined in the Hall of Fame in 2005, is the most prolific trainer of Belmont starters in the race's 140-year history. Zito holds a record of 2-6-3 from 20 Belmont runners, the most runners of any trainer. Zito joins Tom Barry, Scotty Schulhofer, Sylvester Veitch, and Oscar White as two-time winners of the final leg of the Triple Crown.

Da' Tara wasn't the only cause of celebration for Zito this year. Anak Nakal, his other Belmont starter who was the second-longest price in the field at 34-1, dead-heated for third with Ready's Echo.



Nick Zito strolls the Belmont grounds with Kassem Masri, owner of Anak Nakal





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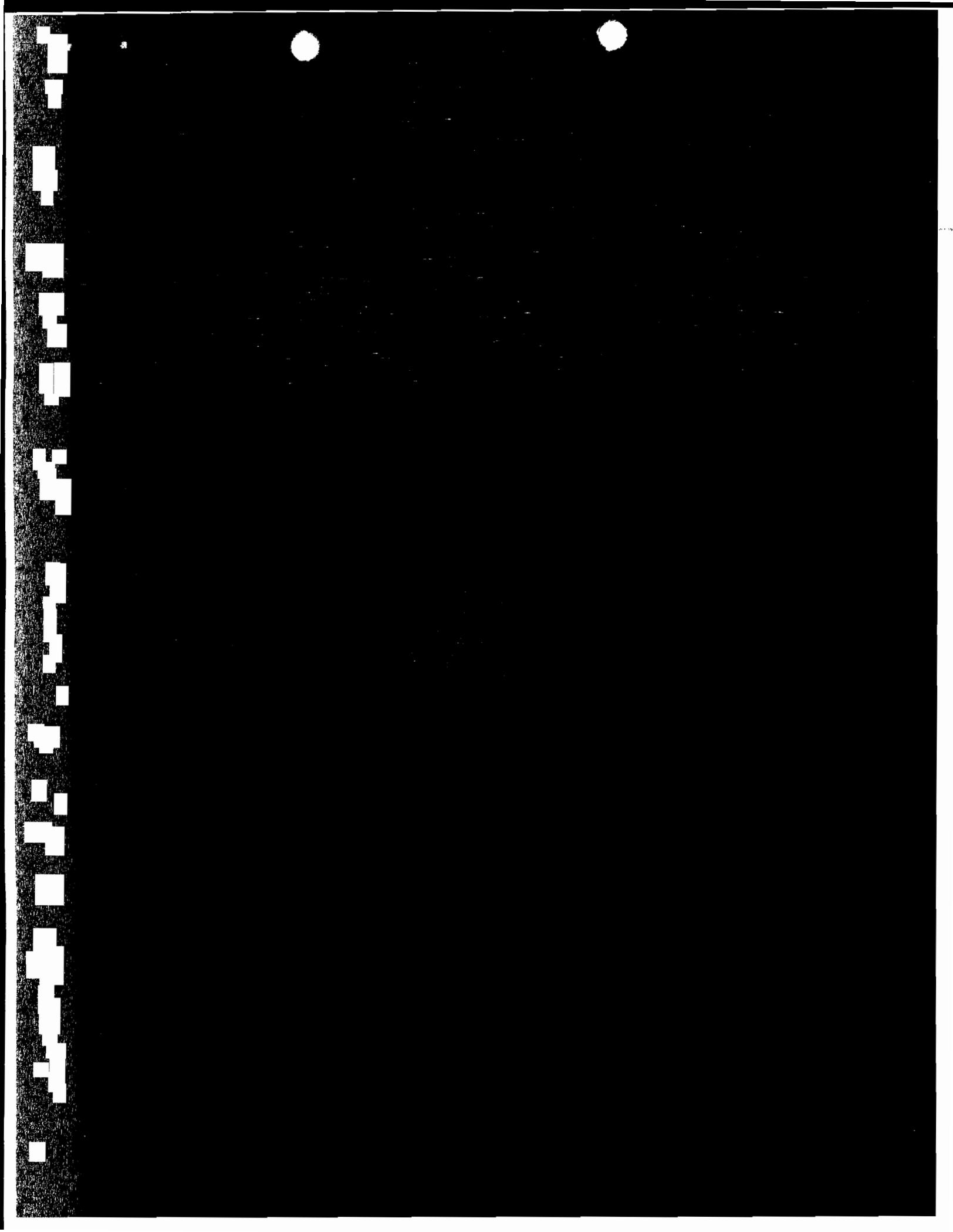
Ben McElroy, Tom Ludt & Frances Reihan

1041 Spurr Road Lexington, Kentucky, USA 40511









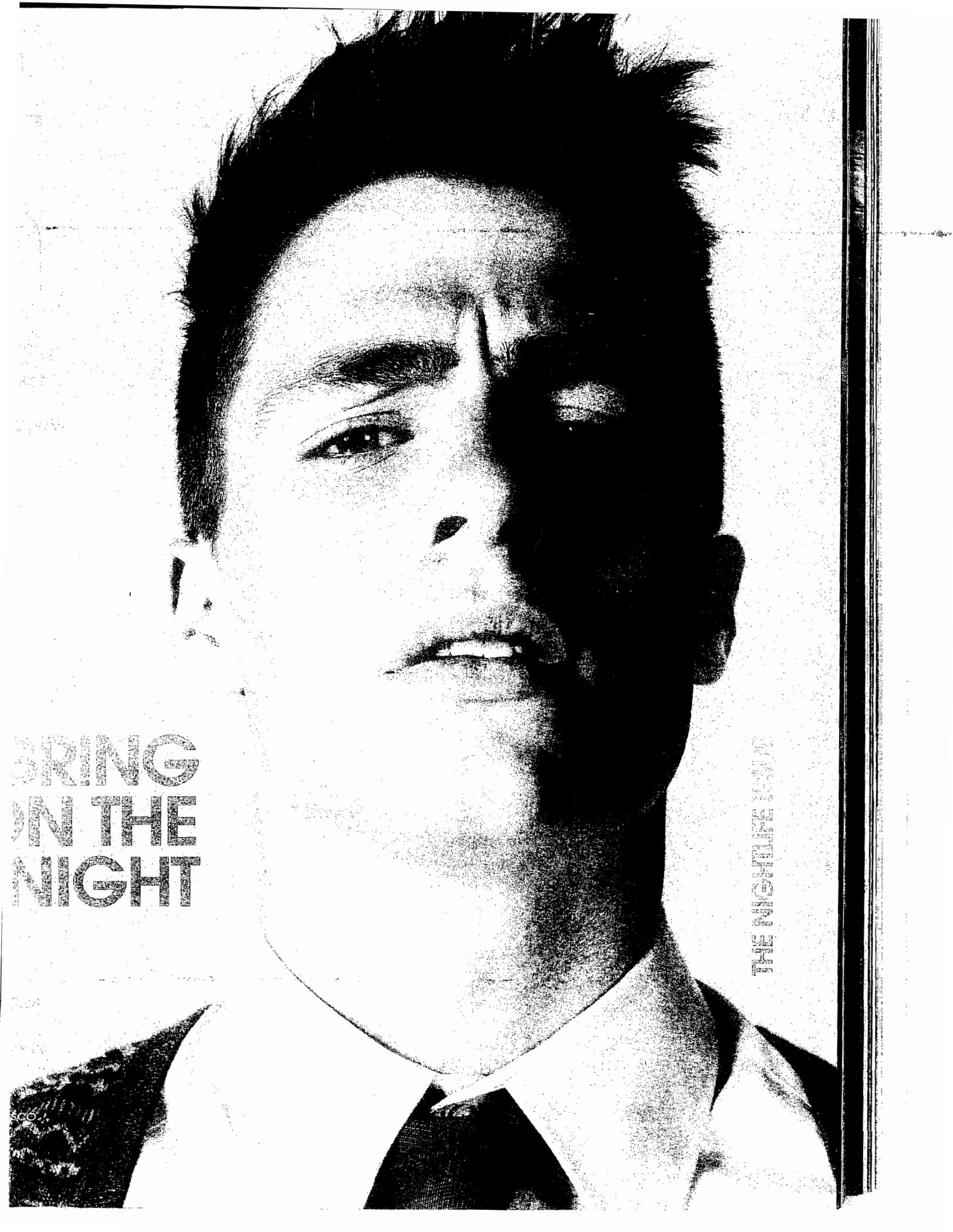


I am delighted to be honored by a reception hosted by Mr. Donald Trump for the exhibition of various of my works organized by the Trump Organization and Sevenarts Ltd., London, my exclusive world agents.

Especially pleasing to me is that a part of the proceeds of the sale of my works will be donated to the Boy Scouts of Atlantic County and Holly Shore Girl Scouts, a charity chosen by the Trumps.

This contribution will have a role in helping today's children become tomorrow's leaders.

Bon chance, good luck to our dream for the future.



BRING  
IN THE  
NIGHT

THE NIGHTMARE

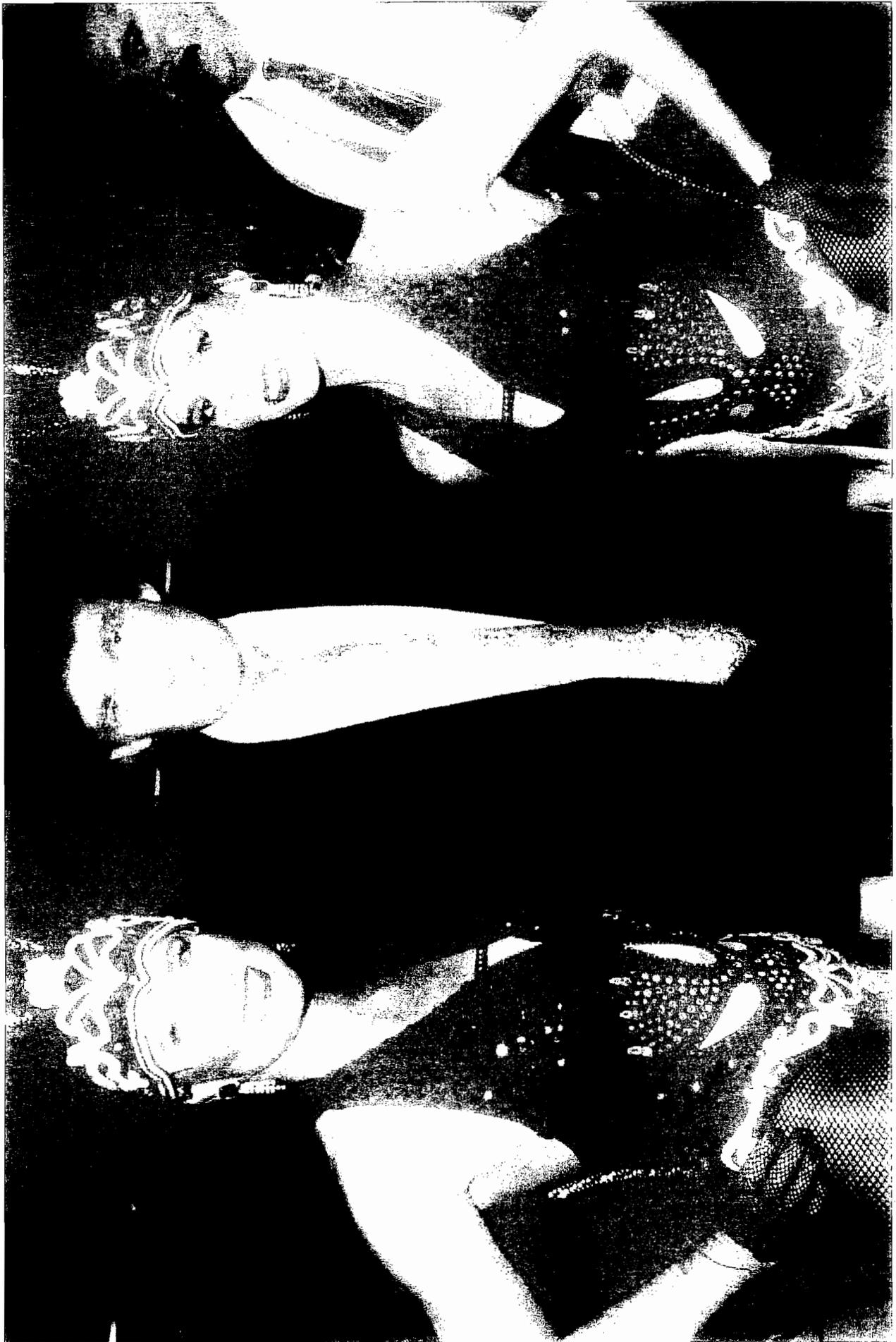
# DEBORAH AND RANAI MCGUIRE

*The Hosts*

These energetic sisters have worked the Los Angeles club scene for nearly a decade at Hollywood hotspots like My House, Madame Royal, Apple, Empire and Ecco. Responsible for booking tables for A-list clientele, the McGuire sibs make sure that every time the sun goes down the fun comes out. "It's always an experience with what we do," jokes Deborah. "We always feel like we're conducting an orchestra. Trying to create fun for 30 tables and taking care of their requests for the evening. Sometimes it's a simple cake or strawberries to make them happy. Sometimes it's more challenging, like calming someone's girlfriend down when he was a little too friendly with the movie star sitting next to them!"



L-R: Ranai and  
Deborah McGuire





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

CITY OF POMPANO BEACH  
 OFFICE OF THE CITY CLERK  
**2012 OCT 30 AM 7:49**

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: ELLEN SCHEFLER  
 (Optional)

**Residence Information:**  
 Home Address: 2236 NORTH CYPRESS BEND DRIVE #208  
 City/State/Zip: Pompano BE, FL 33069  
 Home Phone: 954-984-9900 Cell Phone: 954-558-3370  
 Email: askellen@bellsouth.net Fax: \_\_\_\_\_

**Business Information:**  
 Employer/Business Name: SELF EMPLOYED  
 Current Position / Occupation: FURNITURE DESIGNER  
 Business Address: none  
 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: none

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

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

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

In addition a Resume may be attached

Education: BA - HUNTER COLLEGE, NYC  
15 CREDITS GRAD -

COURSES - PRINTING INDUSTRIES, NYC

Experience: TEACHING, ADMINISTRATION, SALES

Past Positions: Elementary School (SCIENCE COORDINATOR)  
V.P. SANDERS PRINTING, NYC  
PRESIDENT - EJS. ENTERPRISES, NYC

Hobbies: Crafts, Tennis, Travel

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

Signature: *Alle Schiller*

Date: 10/30/12

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 OFFICE OF THE CITY CLERK**  
**CITY OF POMPANO BEACH 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 TER  
 City/State/Zip: Lighthouse Point FL 33064  
 Home Phone: 786 297 7974 Cell Phone: \_\_\_\_\_  
 Email: RSasso@comcast.net Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: MR SASSO'S CAR WASH  
 Current Position / Occupation: owner  
 Business Address: 499 West Atlantic Blvd  
 City/State/Zip: Pompano Beach FL 33066  
 Business Phone: 786 297 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: FLORIDA-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 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 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 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 checked="" type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development	<input checked="" 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 type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> *Zoning Board of Appeals		

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

In addition a Resume may be attached

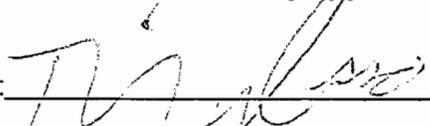
Education: SEE PRIOR APPLICATION

Experience:

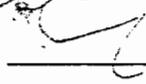
Past Positions:

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**

**A RESOLUTION OF THE CITY OF POMPANO BEACH  
AMENDING POMPANO BEACH RESOLUTION NO. 98-141  
BY AMENDING SECTIONS 4 AND 5 TO PROVIDE FOR  
SEVEN MEMBERS ON THE CULTURAL ARTS  
COMMITTEE AND ONE ALTERNATE MEMBER;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission established the Cultural Arts Committee in 1998; and

WHEREAS, the City Commission now wishes to increase the number of members of the  
Committee to provide for an alternate member; and

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

**SECTION 1.** That Sections 4 and 5 of City of Pompano Beach Resolution No. 98-141,  
as subsequently amended, is hereby amended to read as follows:

**SECTION 4.** The membership of the Cultural Arts Committee, ~~which previously consisted of ten (10) members, shall eventually consist of six (6)~~ seven (7) members who are residents of the City of Pompano Beach. ~~Upon the occurrence of the first vacancy, the Mayor and each Commissioner shall nominate for appointment a member whose term shall coincide with the remaining term of the Mayor appointing official. Thereafter, as a vacancy occurs the vacant position shall not be filled until the committee only has six (6) members unless the vacancy is that of a member appointed by the Mayor or is the only remaining appointee of a Commissioner.~~ Each newly elected or re-elected official shall appoint a member to succeed the prior appointee, or may reappoint the previous appointee. The City Commission shall appoint, upon nomination of any official, one (1) additional seventh member and one (1) alternate member of the Cultural Arts Committee, who are residents of the city. The said member and alternate shall be appointed for a term of three (3) years. An alternate member vacancy shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Cultural Arts Committee occur, the Chairman of the Committee shall have the right and authority to designate the alternate member to serve as a substitute member during the continuance of such absence or disqualification.

**SECTION 5.** ~~Upon the membership of the committee being reduced to six (6) members, one having been nominated by the Mayor and five (5) others, one by each Commissioner, a~~Any vacancy shall be filled by nomination for appointment by the Mayor if the vacancy is his/her appointment or by the Commissioner serving the district from which the vacancy occurred for a term of office which shall coincide with the term of the appointing official. A vacancy of the seventh member appointed by the City Commission shall be filled by the City Commission upon nomination by any official for the remainder of the three-year term. ~~Such appointment shall be made prior to June 1.~~ If the vacancy occurs during an unexpired term, such appointment shall be for the remainder of the unexpired term ~~by nomination of the elected official who appointed the member whose vacancy is being filled.~~

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

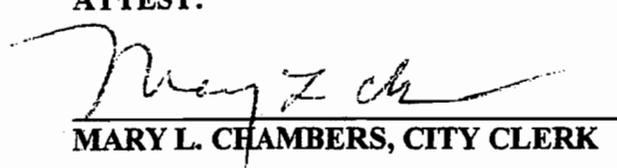
**SECTION 3.** All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby revoked.

**SECTION 4.** This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of May, 2011.

  
\_\_\_\_\_  
LAMAR FISHER, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
4/12/11  
l:reso/2011-254

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

**A RESOLUTION OF THE CITY OF POMPANO BEACH  
AMENDING POMPANO BEACH RESOLUTION NO. 98-141  
BY AMENDING SECTIONS 4 AND 5 TO PROVIDE FOR  
SIX (6) MEMBERS ON THE CULTURAL ARTS  
COMMITTEE AND ESTABLISHING A TERM OF OFFICE;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR  
CONFLICTS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City Commission established the Cultural Arts Committee consisting of ten (10) members; and

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

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

**SECTION 1.** That Sections 4 and 5 of City of Pompano Beach Resolution No. 98-141 is hereby amended by creating new sections to read as follows:

**SECTION 4.** The membership of the Cultural Arts Committee, which previously consisted of ten (10) members, shall eventually consist of six (6) members who are residents of the City of Pompano Beach. Upon the occurrence of the first vacancy, the Mayor shall nominate for appointment a member whose term shall coincide with the remaining term of the Mayor. Thereafter, as a vacancy occurs the vacant position shall not be filled until the committee only has six (6) members unless the vacancy is that of a member appointed by the Mayor or is the only remaining appointee of a Commissioner.

**SECTION 5.** Upon the membership of the committee being reduced to six (6) members, one having been nominated by the Mayor and five (5) others, one by each Commissioner, any vacancy shall be filled by nomination for appointment by the Mayor if the vacancy is his/her appointment or by the Commissioner serving the district from which the vacancy occurred for a term of office which shall coincide with the term of the appointing official. Such appointment shall be made prior to June 1. If the vacancy occurs during an unexpired term, such appointment shall be for the remainder of the unexpired term by nomination of the elected official who appointed the member whose vacancy is being filled.

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

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

**SECTION 4.** This Resolution shall become effective upon passage.

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

  
\_\_\_\_\_  
JOHN C. RAYSON, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
1/5/05  
l:reso/2005-100

**RESOLUTION NO. 2004- 303**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 98-141 TO PROVIDE FOR TWO ADDITIONAL MEMBERS OF THE CULTURAL ARTS COMMITTEE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Commission established the Cultural Arts Committee by City Resolution No. 98-141 to consist of ten (10) members; and

**WHEREAS,** the City Commission now wishes to add two additional members to the Cultural Arts Committee; now, therefore,

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

**SECTION 1:** That City Resolution No. 98-141 be and the same is hereby amended as follows:

Section 4: The membership of the Cultural Arts Committee shall consist of ~~ten (10)~~ twelve (12) people who are residents of the City of Pompano Beach. Each City Commission shall nominate for appointment two (2) members. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner any every elected or re-elected Mayor shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

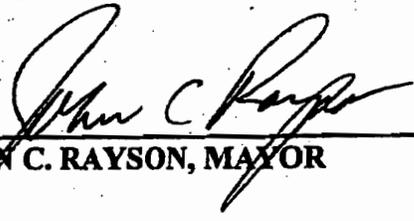
~~The City Commission shall appoint two (2) alternate members of the Cultural Arts Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject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

~~removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Cultural Arts Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.~~

...

**SECTION 2:** This Resolution shall become effective upon passage.

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

  
\_\_\_\_\_  
JOHN C. RAYSON, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
7/15/04  
l:reso/2004-324

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 98-141 TO PROVIDE FOR ALTERNATE MEMBERS OF THE CULTURAL ARTS COMMITTEE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission established the Cultural Arts Committee without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Cultural Arts Committee; now, therefore,

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

**SECTION 1:** That City Resolution No. 98-141 be and the same is hereby amended as follows:

Section 4: The membership of the Cultural Arts Committee shall consist of ten (10) people who are residents of the City of Pompano Beach. Each City Commission shall nominate for appointment two (2) members. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

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

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

...

**SECTION 2:** This Resolution shall become effective upon passage.

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

  
\_\_\_\_\_  
WILLIAM F. GRIFFIN, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

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

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH ESTABLISHING A COMMITTEE KNOWN AS THE CULTURAL ARTS COMMITTEE; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, cultural arts are of great value to the constituents of the City of Pompano Beach and enrich the quality of all our lives; and

WHEREAS, all participants in the cultural arts, both professional and amateur, benefit society and warrant support; and

WHEREAS, the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to promote, encourage and advocate cultural arts in the City and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

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

**SECTION 1:** There is hereby established a new committee to be known as the Cultural Arts Committee.

**SECTION 2:** It shall be the duty and responsibility of the Cultural Arts Committee generally to promote and advocate the cultural arts within the City. The goals of the Committee should be to promote and encourage appreciation of cultural arts, to provide and find a forum for the cultural arts, to seek grant and funding for cultural arts, to develop and implement our cultural arts programs, and to advocate for cultural arts, and to undertake such other duties and

projects and responsibilities regarding the cultural arts within the City as may be from time to time assigned to said Committee by the City Commission.

**SECTION 3:** The Cultural Arts Committee is hereby empowered and encouraged to establish subcommittees as may be deemed advisable to assist the Committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the Committee and any subcommittee so established may be abolished at any time upon a determination by the Committee that such subcommittee no longer serves any useful function. The Committee shall appoint by majority vote a chairman of each subcommittee created. Members of the Committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

**SECTION 4:** The membership of the Cultural Arts Committee shall consist of ten (10) people who are residents of the City of Pompano Beach. Each City Commission shall nominate for appointment two (2) members. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

**SECTION 5:** Should any vacancy occur on this Committee during the term of its existence, such vacancy shall be filled by nomination for appointment, pursuant to the provisions of Section 5 above, by the Commissioner serving the district from which the vacancy occurred, or if the vacancy results during an unexpired term, such appointment shall be for the remainder of the unexpired term.

**SECTION 6:** This Committee shall continue in existence until abolished by resolution of the City Commission.

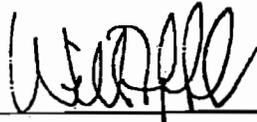
**SECTION 7:** The members of this Committee shall meet as soon as practicable after adoption of this Resolution and organize by electing from the membership a Chairman. The Committee may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The Committee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

minutes to be provided to the City Commission upon request. The Committee shall submit its findings and recommendations to the City Commission from time to time as the Committee may deem advisable or as requested by the City Commission.

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

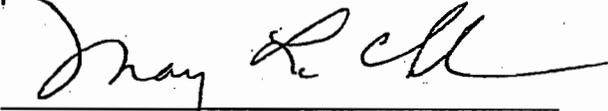
**SECTION 9:** This Resolution shall become effective upon.

PASSED AND ADOPTED this 14th day of April, 1998.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL:amd  
4/9/98  
L:reso\98-283a

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH ESTABLISHING A COMMITTEE KNOWN AS THE CULTURAL ARTS COMMITTEE; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, cultural arts are of great value to the constituents of the City of Pompano Beach and enrich the quality of all our lives; and

**WHEREAS**, all participants in the cultural arts, both professional and amateur, benefit society and warrant support; and

**WHEREAS**, the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to promote, encourage and advocate cultural arts in the City and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

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

**SECTION 1:** There is hereby established a new committee to be known as the Cultural Arts Committee.

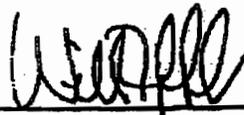
**SECTION 2:** It shall be the duty and responsibility of the Cultural Arts Committee generally to promote and advocate the cultural arts within the City. The goals of the Committee should be to promote and encourage appreciation of cultural arts, to provide and find a forum for the cultural arts, to seek grant and funding for cultural arts, to develop and implement our cultural arts programs, and to advocate for cultural arts, and to undertake such other duties and

minutes to be provided to the City Commission upon request. The Committee shall submit its findings and recommendations to the City Commission from time to time as the Committee may deem advisable or as requested by the City Commission.

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

**SECTION 9:** This Resolution shall become effective upon.

PASSED AND ADOPTED this 14th day of April, 1998.

  
\_\_\_\_\_  
WILLIAM F. GRIFFIN, MAYOR

ATTEST:

  
\_\_\_\_\_  
MARY L. CHAMBERS, CITY CLERK

GBL:amd  
4/9/98  
L:reso98-283a

**Cultural Arts Committee MEMBERS**

**Name Address District Phone Appointed Expires Reso. No.**

**VACANCY**

Comr. Hardin's Appointee

Coffelt Term

**Terrence Davis** 2708 NE 14th Street, P.B. FL (33062) 1 954-975-2951 h 1/27/2015 11/6/2016 2015-146  
 Comr. Dockswell's Appointee 954-592-8370 c

**VACANCY**

Vice Mayor Burrie's Appointee

Dubois term

**VACANCY**

Comr. Moss' Appointee

Clovis Term

**Hazel Armbrister** 1801 NW 6th Ave., ( 33060) 4 954-943-6511 1/13/2015 11/1/2016 2015-136  
 Comr. Phillips' Appointee

**Dahlia Baker** 457 S.W. 1st Court #306 (33060) 3 954-513-0663 5/28/2013 11/8/2016 2013-254  
 Mayor Fisher's Appointee

**VACANCY**

City Commission At Large

**VACANCY**

City Commission At Large

**Anne Hollady - Secretary** 954-786-4191

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

Meeting Date: March 24, 2015

Agenda Item 45

REQUESTED COMMISSION ACTION:

         Consent

         Ordinance

Resolution

         Consideration/  
Discussion

         Presentation

SHORT TITLE APPOINTMENT TO THE CULTURAL ARTS COMMITTEE

**Summary of Purpose and Why:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE ONE (1), FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON MARCH 24, 2018; PROVIDING AN EFFECTIVE DATE.

**(SEE PREVIOUS ITEM FOR APPLICANTS)**

**City Commission Appointment.**



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

- (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>3/12/15</u>	<u>Approve</u>	<u><i>Asceleta Hammond</i></u>

City Manager *[Signature]*

**ACTION TAKEN BY COMMISSION:**

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

RESOLUTION NO. 2015-\_\_\_\_\_

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE ONE (1), FOR A TERM OF THREE (3) YEARS; SAID TERM TO EXPIRE ON MARCH 24, 2018; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Cultural Arts Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

**SECTION 1:** That \_\_\_\_\_ is hereby appointed to the Cultural Arts Committee of the City of Pompano Beach, as alternate one (1), for a term of three (3) years; said term to expire on March 24, 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**



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 PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Public Art 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 \_\_\_\_\_ is hereby appointed to the Public Art Committee of the City of Pompano Beach, for a term of two (2) years, said term to expire on February 1, 2017.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**



# MEMORANDUM

## Development Services

**ADMINISTRATIVE REPORT NO. 15-123**

**DATE:** March 11, 2015

**TO:** Dennis Beach, City Manager

**VIA:** Robin M. Bird, Development Services Director *RB*

**FROM:** Jennifer Gomez, AICP, Assistant Development Services Director *JG*

**RE:** Public Art Committee Appointments

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The Public Art Committee (PAC) has **FIVE (5)** seats and **TWO (2)** alternate seats available. The Committee requested two of the seats be filled by existing members and alternates with good attendance records. Those members are:

- Tobi Aycock
- Donna Schorr

There is one Pompano Beach resident who has attended almost every PAC meeting to date. They would like to recommend her as an **Alternate**.

- Edith Kappler – Alternate Recommendation

If the Commission appoints these individuals, it would leave **THREE (3)** permanent seats and **ONE (1)** alternate seat available. In meetings on November 19, 2014 and February 26, 2015, the Committee discussed the need for new members who are working artists, Pompano Beach residents or business owners, and/or who can contribute cultural diversity. The Committee requested staff review applications and provide recommendations for the remaining positions based on these criteria. Those recommendations for committee members are as follows:

- Dahlia Baker – CRA Program Director in charge of outreach in Northwest Pompano Beach
- Tyler Townsend – Artist/ Pompano Beach Resident/ Experience with Broward County Public Art Program
- Mimi Botscheller – Artist/ Pompano Beach Resident

Staff additionally recommends the Commission retain **ONE** of two individuals as **Alternates**:

- Julia Andrews Black **OR**
- Anthony Cardozo



# MEMORANDUM

## Development Services

### **Additional Public Art Applicants**

In no particular order

Cecil "Bo" Holloway\* (current member)

Linda Houston Jones\*

Joseph A. Grisafi\*

Amanda Hart\*

Carol Romano

Mary Lou Hamilton

Donna Russo

Stephen Schorr

Chad Kovac\*

John Côté\*

Michelle Cote

Patricia Knight\*

David Baumwald

Karen Jean Leventhal\*

Shellie Morrison\*

Chérie Saleeby\*

Ellen Scheiler

Agata Mosery\*

Christopher Mullon

\*Additional top candidate

**MEMORANDUM**

DATE: January 29, 2015  
TO: Mary Chambers, City Clerk  
FROM: Matthew DeSantis, Zoning Technician  
SUBJECT: ATTENDANCE REPORT - **PUBLIC ART COMMITTEE**

---

In accordance with your request, I am submitting the following attendance record:

Julia Black Andrews

Attendance computed from January of 2014 through January of 2015.

Meetings Held: 13  
Meetings Attended: 7

Bill Savarese

Attendance computed from January of 2014 through January of 2015.

Meetings Held: 13  
Meetings Attended: 7

Tobi Aycock

Attendance computed from January of 2014 through January of 2015..

Meetings Held: 13  
Meetings Attended: 13

Cecil (Bo) Holloway

Attendance computed from January of 2014 through January of 2015..

Meetings Held: 13  
Meetings Attended: 1

Antonio Cardozo (Alternate #1)

Attendance computed from January of 2014 through January of 2015..

Meetings Held: 13  
Meetings Attended: 6

Donna M. Schorr (Alternate #2)

Attendance computed from January of 2014 through January of 2015.

Meetings Held: 13  
Meetings Attended: 11



**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: JULIA BLACK ANDREWS  
(Optional)

**Residence Information:**

Home Address: 2527 SE 11 ST.  
City/State/Zip: POMPANO BEACH, FL 33062  
Home Phone: 954.943.0908 Cell Phone: 954.439.5746  
Email: jblackandrews@yahoo.com Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: ARTSERVE  
Current Position / Occupation: PROGRAMS MANAGER / CURATOR  
Business Address: 1350 E. SUNRISE BLVD  
City/State/Zip: FT. LAUDERDALE, FL 33304  
Business Phone: 954.462.8190 Fax: \_\_\_\_\_ Email: juliaa@artserve.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: \_\_\_\_\_

**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 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 checked="" type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
		<input type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: See Attached resume

\_\_\_\_\_

Experience: \_\_\_\_\_

\_\_\_\_\_

Past Positions: \_\_\_\_\_

\_\_\_\_\_

Hobbies: \_\_\_\_\_

\_\_\_\_\_

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

Signature: 

Date: 10.26.12

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.

# Julia Black Andrews

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2527 SE 11 Street, Pompano Beach, FL 33062  
954.943.0908 954.439.5746  
jblackandrews@yahoo.com

## Work History

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Curator & Programs Manager

### **ArtServe, Ft. Lauderdale, FL 2008 - present**

Responsible for curating art exhibitions, program development and administration, membership relations and facility management.

\*Key accomplishment - awarded Broward County School's Outstanding Partnership of the Year for ArtServe's Eco Art Therapy Program with Sunset School 2012.

Owner /Operator /Designer

Cottage Cay, Boca Raton 1994 - 2002

Responsible for corporate reporting and accounting functions, purchasing and inventory control as well as business development and client relations.

\*Key accomplishment - established well regarded, professional organization with services exclusive to the interior design trade.

Freelance, Ft. Lauderdale/Miami

Film Production Coordinator

European Graphics and Design

Business Manager

Boca Raton Hotel and Club

Marketing Associate

## Professional Strengths and Experience

---

Administration, management, problem identification/resolution

Community and client relations and partnership development

Traditional sales and marketing

Internet marketing; Patronmail, website management and social media

Computer experience in Microsoft Office: Word, Excel, PowerPoint, Publisher, Outlook and Adobe

Photoshop

Interpersonal, organizational, and verbal/written communication skills

Self-motivated, detail-orientated, resourceful, and professional

Event/Program/Function development and management

## Education

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Broward Community College, Course Study

Coconut Creek High School, Diploma

## Personal

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Artist - [www.jblackandrews.com](http://www.jblackandrews.com)

Alumni - Artists as an Entrepreneur, Broward Cultural Division

Board Chair - Broward Art Guild 2005-07

Published - SunSentinel 2007 Lifestyle

Charities - Boys and Girls Club, Broward County Humane Society, Gilda's Club, Legal Aid



CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

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

2012 NOV -8 AM 10:54

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: Tobi Aycock  
(Optional)

**Residence Information:**

Home Address: 611 SE 18 Ave.  
City/State/Zip: Pompano Beach, FL 33060  
Home Phone: Fax 954-943-0991 Cell Phone: 954-914-5022  
Email: theaycock51@comcast.net Fax: 954-943-0991

**Business Information:**

Employer/Business Name: Performance Shell Construction Inc  
Current Position / Occupation: owner; Architect/contractor  
Business Address: 611 SE 18 Ave  
City/State/Zip: Pompano Bch- FL 33060  
Business Phone: 954-914-5022 Fax: 954-943-0991 Email: theaycock51@comcast.net

Are you a U.S. Citizen? Yes  No \_\_\_  
Are you a resident of Pompano Beach? Yes  No \_\_\_ Reside in District: 1 \_\_\_ 2 \_\_\_  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: Planning, Zoning, Community Appearance Committee

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 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 checked="" type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input checked="" type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input checked="" 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 checked="" 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.

\* Public Art Committee

In addition a Resume may be attached

Education: Master of Architecture  
Bachelor of Architecture  
Building Contractor CBC 1256482

Experience: my present and past experience includes  
working as a Graduate Architect and as a  
Building Contractor.

Past Positions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hobbies: Individual volunteer work, reading and  
participating on 2 city committees/boards

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

Signature: Tom W. Aycock Date: Nov. 8, 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.



**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: CECIL HOLLOWAY  
(Optional)

**Residence Information:**

Home Address: 1824 NW 6TH AVENUE  
City/State/Zip: POMPANO BEACH, FLORIDA 33060  
Home Phone: (954) 943-1322 Cell Phone: (954) 204-8004  
Email: KBE777@YAHOO.COM Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: AFAM SEAL INC.  
Current Position / Occupation: FOUNDER / OWNER  
Business Address: INTERNET BASE  
City/State/Zip: FLORIDA / ATLANTA  
Business Phone: (954) 204-8004 Fax: \_\_\_\_\_ Email: KBE777@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: \_\_\_\_\_

**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 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 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 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: UNIVERSITY of MISSOURI (COLUMBIA, MISSOURI) 1977-79  
MORRIS BROWN COLLEGE (ATLANTA, GA) 1980-82

Experience: MARKETING DIRECTOR; GEORGIA SENTINEL NEWSPAPER ATLANTA  
MARKETING CONSULTANT: RANSTAD ATLANTA

Past Positions: ART CREATOR & DESIGNER ... FOUNDER / OWNER  
AFRICAN AMERICAN SEAL

Hobbies: ART, SPORTS

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

Signature: Cecil Holloman

Date: JANUARY 25, 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  
 OCT 23 AM 7:31

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: ANTONIO CARDOZO  
 (Optional)

**Residence Information:**

Home Address: 625 OAKS DR # 905  
 City/State/Zip: POMPANO BEACH, FL 33069  
 Home Phone: 954-978-6603 Cell Phone: 954-249-1106  
 Email: foto1939@gmail.com Fax: -

**Business Information:**

Employer/Business Name: \_\_\_\_\_  
 Current Position / Occupation: RETIRED  
 Business Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a U.S. Citizen? Yes  No   
 Are you a resident of Pompano Beach? Yes  No  Reside in District: 1  2  3  4  5   
 Do you own real property in Pompano Beach? Yes  No   
 Are you a registered voter? Yes  No   
 Have you ever been convicted of a felony? Yes  No   
 Current or prior service on governmental boards and/or committees: NONE -

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

<input type="checkbox"/> Affordable Housing	<input checked="" 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 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 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 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: ARCHITECTURE -

Experience: OVER 45 YRS AS ARCHITECT,  
ARTIST, AND INTERIOR DESIGNER -

Past Positions: SEE ATTACHED

Hobbies: DEVOTED TO PORTRAITURE AND  
TEACHING PAINTING -  
CINEMA -

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

Signature: 

Date: 10-22-12

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.

## **Antonio J. Cardozo - Architect**

### **DEGREE AND LICENSES**

Degree in Architecture, Pontificia Universidad Javeriana, Bogotá, Colombia 1959 to 1965  
Architectural License AR0011536, DBPR, State of Florida  
Interior Design License (dormant) DBPR, State of Florida  
Architectural License 7188CND, Consejo Profesional de Ingenieria y Arquitectura, Colombia

### **AWARDS**

American Institute of Architects Design Award for the design of the Estero/Mariner High School, Estero, FL, 1985  
Florida Power and Light Architectural Award, Miami, FL, 1987  
Governor of Florida Design Award for Educational Building, UCF, Orlando, FL, 1975  
Planetarium, Broward Community College, Cocoa, FL, 1975  
First Prize, Exhibit of Arts and Drawing, Pontificia Universidad Javeriana, Bogota, Colombia, 1962

### **PROJECTS**

#### **EDUCATIONAL**

1969 – Mercer County Community College, Trenton, N.J.  
1971 – Lenape Valley Regional High School, N.J.  
1971 – Randolph Township High School, N.J.  
1971 – Oakhurst Elementary School, N.J.  
1971 – Orange County High School, N.Y.  
1972 – Residence for Woods School, N.Y.  
1973 – College of the Virgin Islands, St. Croix  
1974 – Planetarium, Cocoa Beach, FL (FPL Architectural Award)  
1975 – Educational Complex, UCF Orlando, FL (Governor of Florida Design Award)  
1977 – Edison Community College Auditorium, Fort Myers, FL  
1981 – Immokalee High School Auditorium, Immokalee, FL  
Immokalee Middle School, Immokalee, FL  
1984 – Jupiter High School, Media and Auditorium, Jupiter, FL  
1985 – Fort Myers High School Auditorium – Interior design  
Christa Mcauliffe Middle School, and Elementary E-14, West Palm Beach, FL  
1986 – Estero High School, Estero, FL  
Sarasota Middle School Auditorium – renovations  
1988 – Lemon Bay High School Auditorium, Lemon Bay, FL  
1989 – Naples Community College, Naples, FL (Proposal)  
1998 - North Port High School. North Port, FL  
1999 - Castle Hill Elementary remodeling, design of undercover playground, Broward County Schools, FL  
2000 – Nova Southeastern University (NSU) Assembly Building #2, Fort Lauderdale, FL

ANTONIO J. CARDOZO  
625 OAKS DRIVE, APT. 905  
POMPANO BEACH, FL 33069  
EMAIL: [TOTO1939@GMAIL.COM](mailto:TOTO1939@GMAIL.COM)  
PHONE: 954-249-1106

2001 – Hallandale Adult Ed classrooms and labs, Broward County Schools, FL  
2002 – Single point of entry projects design and coordination, Broward County Schools, FL

### **COMMERCIAL**

1967 – Concord Mall, Wilmington, DE  
Harrisburg East Shopping Plaza, PA  
Jenkintown Plaza, Jenkintown, PA  
Jefferson's Department Store, Fort Myers, FL  
St. Andrew's Square Strip Center, Naples, FL  
1969 – Logan Circle, Philadelphia, PA (Competition)  
1973 – Fair Acres Farm, Food Service Building, PA  
United National Bank branch, Cocoa Beach, FL  
First Federal Savings & Loan branch, Naples, FL  
Sun Bank branch, Cape Coral, FL  
1977 – Sarasota Tower, Sarasota, FL (Proposal)  
Fort Myers Towers, Fort Myers, FL  
Florida Association of Realtors, Orlando, FL (competition, 2nd place)

### **PUBLIC AND INSTITUTIONAL**

1971 – Fort Myers convention center & Hotel, Fort Myers, FL (Proposal)  
1972 – Municipal Building, Jackson Township, Ocean County, N.J.  
1980 – Edison Regional Blood Center, Fort Myers, FL  
1989 – Girl Scout Headquarters, Fort Myers, FL  
Titusville Service Center, Titusville, FL

### **RECREATIONAL**

1969 – Conch Hills Country clubhouse and residential, Jupiter, FL  
Bears Paw County clubhouse and residential Naples, FL  
Dunbar Recreational Center, Fort Myers, FL

### **SINGLE -FAMILY RESIDENCE**

1965 – Piedrahita residence, Bogotá, Colombia  
1976 – Smith residence, Kissimmee, FL  
1988 – Lishesky Residence, Fort Myers, FL

### **MULTI-FAMILY RESIDENCE**

1966 – Subdivision Teusaca, Bogotá, Colombia  
1978 – Red Coconut, Fort Myers Beach, FL  
1979 --Barefoot Beach, Bonita Springs, FL  
1988 --Wildcat Run, Estero, FL

### **EMPLOYMENT**

2002 – 2009 Architect IV

ANTONIO J. CARDOZO  
625 OAKS DRIVE, APT. 905  
POMPANO BEACH, FL 33069  
EMAIL: [TOTO1939@GMAIL.COM](mailto:TOTO1939@GMAIL.COM)  
PHONE: 954-249-1106

Broward County Public Schools – Facilities department  
Fort Lauderdale, FL

1999 – 2002

Head designer, Acai Associates, Fort Lauderdale, FL

1998 – 1999

Head designer, Ranon & Partners, Tampa, FL

1993 - 1998

Professor of Design and Architecture – School of Architecture  
Pontificia Universidad Javeriana - Santafé de Bogotá

1990 -1992

Private practice– Fort Myers, FL

1977 – 1990

Head designer, W.R. Frizzell Architects, Inc., Fort Myers, FL

1976 - 1977

Head designer, Orubose International, Winter Park, FL

1973 - 1976

Head designer, Lemon & Meggison Architects, Titusville, FL

1971 - 1973

Designer, Bellante & Clauss, Philadelphia, PA

1970 - 1971

Head designer, Micklewright, Hamlet, Boumand & Blanch, Trenton, N.J.

1968 - 1970

Designer, Nolen & Swimburne, Philadelphia, PA

1967 - 1968

Head designer, Evanntash & Friedman, Philadelphia, PA

1965 - 1967

Partner and Head Designer, García, Cardozo, Mejía  
Bogotá, Colombia

### **Memberships**

American Institute of Architects – AIA 1987-1995

American Institute of Architects, National Design Committee

Colombian Association of Architects, 1969

Pontificia Javeriana University Architect Association, 1965



**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: Donna M. Schorr  
(Optional)

**Residence Information:**

Home Address: 3416 Dover Road  
City/State/Zip: Pompano Beach, FL 33062  
Home Phone: 954-942-9570 Cell Phone: 954-234-4624  
Email: dmsart@aol.com Fax: 954-943-3333

**Business Information:**

Employer/Business Name: Self / Art Rep Fine arts  
Current Position / Occupation: art Dealer / Consultant  
Business Address: Same as above  
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: 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 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 checked="" 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: Churchman's Business College, Easton, PA  
(1968); Florida Atlantic University (Paralegal  
Program (1988); Many art History Classes

Experience: Please see letter attached 10/31/12,  
regarding Art Rep Fine Arts addressed to  
Kevin Gurley

Past Positions: Litigation Paralegal (Greenberg Traurig)  
(Dykens Gossett)

Hobbies: Art Collecting, Frequent Museums,  
Travel

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

Signature: Donna M. Schorr

Date: 10/31/12

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.

Donna M. Schorr  
3416 Dover Road  
Pompano Beach, FL 33062  
(954) 234-4624

October 31, 2012

Kevin Gurley, Planner  
Development Services Department  
City of Pompano Beach  
Via email only: Kevin.Gurley@copbfl.com

Dear Mr. Gurley:

Attached is my completed application to serve on the Board for the Pompano Beach Public Art Committee. My husband and I have been residents of Pompano Beach since 1974 and are very excited about the commencement of Pompano's "Art In Public Places" Program.

In addition to being an avid art collector for many years, I have operated Art Rep Fine Arts in South Florida during this time as well (a copy of partial list of Corporate/Hospitality Installations is attached). I am anxious to serve on the Board for the Public Art Committee given my extensive experience in dealing with institutional clients and the unique challenges that they present; such as satisfying the needs and tastes that vary extensively within a group, whether a law firm, a board of directors or a community. I have contacts throughout the country with artists whose works I have purchased for my clients, oftentimes commissioned. I have many contacts with artists who work in a variety of media. I am very capable of identifying and sourcing appropriate artists and acquisitions for the City of Pompano Beach and I know I would be an asset to the Committee. I would appreciate your consideration of my application.

Please contact me if you would like further information.

I look forward to hearing from you.

Very truly yours,

  
Donna M. Schorr

Enclosures



3416 DOVER ROAD • POMPANO BEACH, FLORIDA 33062 • [954] 943-3333

Stephen A. Schorr  
Donna M. Schorr  
Member, IFDA

FAX: (954) 943-3333

Affiliate  
ART REP  
WASHINGTON, D.C.  
2032 Belmont Road, N.W.  
Suite 305  
Washington, D.C. 20009  
(202) 483-0332

**PARTIAL LIST OF CORPORATE/HOSPITALITY INSTALLATIONS:**

**CBG & Associates, Prudential Insurance**  
**Cybergate, Inc., Headquarters Offices**  
**Huizenga Holdings, Inc., Headquarters Offices**  
**Intercontinental Warranty Services, Inc., Traveler's Insurance**  
**KPMG, PEAT MARWICK, LLP**  
**London Witte & Co., Certified Public Accountants**  
**Panthers Holdings, Inc., Headquarters Offices**  
**Poole & McKinley, Governmental Relations/Corporate Business Dev.**  
**Precision Response Corporation/Headquarters Offices**  
**Presidential Suites, Headquarters Offices**  
**Presidential Aviation, Fort Lauderdale Executive Airport**  
**Prudential Securities Incorporated**  
**Sunbeam Corporation, Headquarters Offices**  
**Trescom International, Telecommunications**

**Atlas Pearlman Trop & Borkson, Attorneys at Law**  
**Berger & Davis, Attorneys at Law**  
**Brinkley, Mc Nerney, Morgan, Solomon & Tatum, Attorneys at Law**  
**Dykema Gossett, Attorneys at Law**  
**Eckert, Seamans, Cherin & Mellott, Attorneys at Law (Fort Lauderdale)**  
**English, McCaughan & O'Bryan, Attorneys at Law (Boca Raton)**  
**Greenberg, Traurig, Attorneys at Law (Fort Lauderdale)**  
**Korman, Schorr & Wagenheim, Attorneys at Law**

**Bonaventure Hotel & Spa**  
**Delvista Condominium/Aventura**  
**Harbor's Edge, Adult Congregate Living Facility**  
**Holiday Inn Beach Galleria (Fort Lauderdale)**  
**Holiday Inn Beachside (Key West)**  
**Marriott's Harbor Beach Hotel (Fort Lauderdale)**  
**Pier House (Key West)**  
**Wyndham Resort & Spa (Weston)**  
**Renaissance On The Ocean (Hollywood)**

DEALERS IN FINE ART  
CORPORATE INSTALLATIONS • RESIDENTIAL • INVESTMENT COUNSELING  
ARTIST REPRESENTATION



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

CITY OF POMPANO BEACH  
 OFFICE OF THE CITY CLERK  
**2012 OCT 29 AM 11:01**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095  
 Post Office Drawer 1300, Pompano Beach, FL 33061  
 www.mypompanobeach.org

X

Mr. \_\_\_ Mrs. \_\_\_ Ms. \_\_\_ Miss \_\_\_ Name: Mimi Botscheller  
 (Optional)

**Residence Information:**

Home Address: 919 NE 24th Ave  
 City/State/Zip: Pompano Beach, FL 33062  
 Home Phone: 954-785-0777 Cell Phone: 954-610-4859  
 Email: mimibot@comcast.net Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: Art Institute of Ft Lauderdale  
 Current Position / Occupation: Professor  
 Business Address: 1799 SE 17th Street  
 City/State/Zip: Ft. Lauderdale, FL 33316  
 Business Phone: 954-463-3000 Fax: \_\_\_\_\_ Email: mbotscheller@aii.edu

Are you a U.S. Citizen? Yes x No \_\_\_\_\_

Are you a resident of Pompano Beach? Yes x No \_\_\_\_\_ Reside in District: 1 ~~X~~ 2 3 4 5

Do you own real property in Pompano Beach? Yes x No \_\_\_\_\_

Are you a registered voter? Yes x No \_\_\_\_\_

Have you ever been convicted of a felony? Yes \_\_\_\_\_ No x

Current or prior service on governmental boards and/or committees: yes. public art, county

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

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

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

In addition a Resume may be attached

Education: \_\_\_\_\_

\_\_\_\_\_

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: Mimi Potchiller

Date: October 26, 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.

**Mimi Botscheller**

919 Northeast 24th Avenue  
Pompano Beach, Florida 33062

954-610-4859 (Studio, Cellular)  
954-727-4-3569  
mimibot@comcast.net

**CV****Education**

- M.A. 2011 Graphic Design. 21 credits added to M.F.A. Miami International University of Art and Design. Miami, Florida  
M.F.A. 2004 Visual Arts. Miami International University of Art and Design.  
B.A. 1973 Painting/Education. Webster University. St. Louis, MO. Honors in Art.

Areas of specialization: Painting, Illustration, (Traditional and digital), Photography and Graphic Design

**Professional Experience**

- 1973- Full time instructor of art and design. Art Institute of Fort Lauderdale  
to present Ft. Lauderdale, Florida  
1986- Botscheller Studio. Art and Design Business.  
to present  
2004 INTERNSHIP. Bernice Steinbaum Gallery. Miami, FL. Gallery assistant during Art Basel, Miami Beach.  
1976-78 Instructor of Painting and Art History. The Design Schools European Study Tour. Quarter abroad program. Florence, Italy

**Grants/Fellowships**

- 1989 Recipient, South Florida Cultural Consortium Fellowship. Broward Art Council. Ft. Lauderdale  
Travel/ Sabbatical Grant. Art Institute of Fort Lauderdale.  
1997 TERMINAL 19. Port Everglades. Fort Lauderdale. FL. Tile Floor Design. Art in Public Places Grant.  
1996 TERMINAL 19. Port Everglades. Fort Lauderdale. Commissioned paintings/grant Public Art and Design, Broward County.  
2000 Duane Hanson Allied Artist Award. Broward Art Council.

**Selected Exhibitions**

- **Indicates catalogue available**
  -
- 2012 2nd INTERNATIONAL JURIED PHOTOGRAPHY EXHIBITION. Viridian Artist's Gallery. New York, NY. Juried by Jennifer Blessing, Curator, Guggenheim Museum
- 2011 CONTRASTS. International Photography Group Show. SOHO Photo Gallery. New York, NY  
RED EYE. Video installation. Art Serve. Ft. Lauderdale, FL  
FACULTY SHOW. Art Institute of Ft. Lauderdale. Ft. Lauderdale, FL

- 2010 NEW\*ART INTERNATIONAL COMPETITION. Group exhibition. Armory Center. Palm Beach, FL  
FACULTY SHOW. Art Institute of Ft. Lauderdale. Ft. Lauderdale, FL
- 2009 MULTIVERSAL GROUP SHOW. Art Basel Event Miami. Miami, FL  
ALL-MEDIA JURIED BIENNIAL. Group exhibition. Hollywood Art and Culture Center. Hollywood, FL. Juror: Nina Arias  
FACULTY SHOW. Art Institute of Ft. Lauderdale, Ft. Lauderdale, FL.
- 2008 HYBRID STRATEGIES. Group exhibition. Art Institute of Ft. Lauderdale. Ft. Lauderdale, FL. Curator: Mimi Botscheller  
Faculty Show. Art Institute of Ft. Lauderdale. Ft. Lauderdale, FL.
- 2007 FAST. Group exhibition. Temporary space. Wynwood, Miami. FL.  
Curator: Jordan Massengale.  
THE SEVEN MUSES. Group exhibition. Aquarian Age Gallery. Boca Raton, FL.  
FACULTY SHOW. Art Institute of Ft. Lauderdale. Ft. Lauderdale, FL.
- 2006 QUIET. Group exhibition. Temporary space. Wynwood. Miami, FL.  
Curators: Jordan Massengale and Christopher Meesey.  
FACULTY SHOW. Art Institute of Ft. Lauderdale. Ft. Lauderdale, FL.  
ALUMNI INVITATIONAL. Miami international University of Art and Design. Miami, FL.
- 2005 MFA THESIS EXHIBITION. Miami International University of Art and Design. Miami, FL.  
CONNECTIVITY: embedded solutions. One-person exhibition. Mark Wheeler Gallery. Art Institute of Ft. Lauderdale. Ft. Lauderdale, FL  
FEMI-NINE. Group exhibition, Art Basel event. Estefano Arts Center. Miami, FL  
DECK THE WALLS. Group exhibition. New Star Gallery. Hollywood, FL
- 2004 PRIVATE SPACES. Group exhibition in a private space. Miami Shores, FL  
Curator: Mimi Botscheller  
FRENZY. Group exhibition in temporary space. Miami, FL.  
Curator: Jordan Massengale.  
53<sup>rd</sup> ANNUAL ALL FLORIDA COMPETITION. Boca Raton Museum of Art. Boca Raton, FL  
STRATHMORE ART CONTEST. On-line exhibition of works on Strathmore Paper. Merit Award.  
LUCID. Group show. Curator: Jordan Massengale. Temporary space for Art Basel Miami Beach. Wynwood, Miami, Florida.
- 2003 FRENZY. Group show. Curator: Jordan Massengale. Temporary space. Wynwood Art District. Miami, Florida.
- 2002 Selections from the FESTIVAL INTERNATIONAL. Boca Raton Museum of Art. Boca Raton Florida.
- 2001 XXIII FESTIVAL INTERNATIONAL DE LA PEINTURE. Chateau Musee. Cagnes-Sur-Mer. France. \*
- 2000 OUR OWN SHOW. Society of Illustrators. New York, New York. \*  
SOCIETY OF THE FOUR ARTS. Annual Exhibition of Contemporary American Painting. Palm Beach, Florida. \*
- 1999 TROPICAL COLORS. Group exhibition. Gallery Six. Broward County Main Library. Ft. Lauderdale, FL.
- 1998 FACULTY SHOW. Art Institute of Fort Lauderdale. Ft. Lauderdale, Florida.  
GROUP SHOW. Masks of expression. National Car Rental Center. For Young at Art Museum. Davie, FL
- 1997 OUR OWN SHOW. Society of Illustrators Gallery. New York, New York. \*
- 1996 GROUP SHOW, gallery artists. Carone Gallery. Ft. Lauderdale., FL.

- 1995 QUESTIONING REALITY. Two-person exhibition. Jeannine Cox Fine Art. Miami Beach.  
GROUP SHOW, gallery artists. Carone Gallery. Ft. Lauderdale.
- 1994 GROUP SHOW, of gallery artists, SEASON OPENING. Carone Gallery  
HORTT COMPETITION. Museum of Art. Ft. Lauderdale, FL. Merit Award.  
Ft. Lauderdale. \*
- 1993 GROUP SHOW. Gallery artists. Carone Gallery. Ft. Lauderdale, FL.  
GROUP SHOW. Gallery artists. Jeannine Cox Fine Art. Miami Beach, FL.  
ONE PERSON EXHIBITION. TRAVELS AND TRANSFORMATIONS. Mark  
Wheeler Gallery. Art Institute Ft. Lauderdale. Ft. Lauderdale, FL.  
GROUP SHOW. Jeannine Cox Fine Art. Miami Beach, FL  
AIFL Faculty Exhibition. Armory Art Center. West Palm Beach, FL
- 1992 INAUGURAL EXHIBITION. Lee Wagener Gallery. Ft. Lauderdale International  
Airport. Ft. Lauderdale, FL. Sponsored by Art in Public Places, Alamo Rent a Car
- 1991 SOUTH FLORIDA INVITATIONAL. Museum of Art. Ft. Lauderdale, FL.  
Curator: George Bolge. \*  
SURREALISM, DREAMS, FANTASIES. Young at Art Museum. Installation.  
Plantation, FL.
- 1990 OUR OWN SHOW. Society of Illustrators Gallery. New York, NY. \*  
ALL FLORIDA EXHIBITION. Boca Raton Museum of Art. Boca Raton, FL. \*  
36th ANNUAL HORTT COMPETITION. Museum of Art. Ft. Lauderdale.  
Merit Award. \*
- 1989 GROUP EXHIBITION. GANG OF FIVE. The Art Institute of Ft. Lauderdale.  
Ft. Lauderdale, FL  
FOUR IN FLORIDA. Carone Gallery. Ft. Lauderdale, FL  
SOUTH FLORIDA CULTURAL CONSORTIUM FELLOWSHIP. FOUR  
VIEWS. State of Florida's yearly merit award South Florida exhibitions:  
North Miami Museum of Contemporary Art. North Miami, FL. \*  
Martello Museum. Key West, FL  
Northwood Institute. Palm Beach, FL  
Art and Culture Center. Hollywood, FL
- 1988 GROUP EXHIBITION. ENIGMA. Chattahoochee Art Museum. La Grange, GA  
49th ANNUAL NATIONAL EXHIBITION OF CONTEMPORARY AMERICAN  
PAINTING. The Society of the Four Arts. Palm Beach, FL. \*  
GROUP EXHIBITION. ENIGMA. Alexander Breast Gallery. Jacksonville  
University. Jacksonville, FL
- 1987 FLORIDA ARTIST SERIES #4. Boca Raton Museum of Art. Boca Raton, FL. \*  
48th ANNUAL NATIONAL EXHIBITION OF CONTEMPORARY AMERICAN  
PAINTING. The Society of the Four Arts. Palm Beach, FL. \*  
MADE IN FLORIDA. Selections from the Museum's Permanent Collection.  
Museum of Art. Ft. Lauderdale, FL. Curator: George Bolge. \*
- 1986 SEVEN DEADLY SINS. Gilles Patrick Gallery. Ft. Lauderdale, FL.  
ONE PERSON EXHIBITION: INTERNATIONAL SYMBOLISM. 407 Gallery.  
Ft. Lauderdale, FL  
HORTT COMPETITION. Museum of Art. Ft. Lauderdale, FL. \*  
35th ANNUAL ALL FLORIDA JURIED EXHIBITION. Boca Raton Museum of  
Art. Boca Raton, FL.  
Merit Award. Juror: Bonnie Clearwater. \*  
EXPRESSIONS! 6th Annual Competition. Art and Culture Center. Hollywood, FL \*
- 1985 HORTT COMPETITION, Museum of Art. Ft. Lauderdale, FL. \*
- 1984 ONE PERSON EXHIBITION. Gilles Patrick Gallery. Ft. Lauderdale, FL
- 1983 FIRST ANNUAL PRIZE COMPETITION. Province town Art Museum.

- Provincetown, MA. Merit Award. \*
- 1982 HORTT COMPETITION. Museum of Art. Ft. Lauderdale, FL.  
First Prize. Juror: Sam Hunter. \*
- 1980 HORTT COMPETITION. Museum of Art. FT. Lauderdale, FL  
Merit and Purchase Award. Juror: Robert T. Buck. \*
- 42ND ANNUAL NATIONAL EXHIBITION OF CONTEMPORARY  
PAINTING. The Society of the Four Arts. Palm Beach, FL. \*
- 1979 HORTT COMPETITION. Museum of Art. Ft. Lauderdale, FL. \*
- 1978 40TH ANNUAL NATIONAL EXHIBITION OF CONTEMPORARY  
PAINTING. The Society of the Four Arts. Palm Beach, FL. \*
- 1976 Museum of Art's, LAS OLAS ART FESTIVAL. Ft Lauderdale, FL  
Best in show. Juror: Duane Hanson  
HORTT COMPETITION. Museum of Art. Ft. Lauderdale, FL. \*

## Bibliography

magazines.

- Ed Duggan. Developer is in fat city with artistic lofts in FAT Village South Florida Business Journal  
July 23, 2007
- Editor. Port Report. Artwork and Decor Blend to Welcome Cruise Passengers. Winter 1198 / 1999.  
Pg.20
- Landry, Linda. Cultural Quarterly. Botscheller's Work Opens Windows On South Florida's Natural  
World.  
Winter 1997. Pg.27. Anderson, Serrin E. Cultural Quarterly. A Lifetime Sentence to Art. Fall 1989.  
Pg.28
- Stapp, Mary. Regional Thinking is it's Own Reward. Sun-Sentinel. Features Sunshine Magazine.  
October 22, 1989. pg. 18
- Senz, Laurie. The Best (Gold Coast Fashion & Lifestyle). A Stage For Expression. December 1985.  
Pg.17

book.

- Botscheller, Mimi. Songs of Innocence and of Experience. Blurb. June, 2010
- Bolge, George, Constant, Dr. Roland. XXXIIIe Festival International de la Peinture. Chateau Musee.  
GS Communication a Monaco. June 2001

newspaper reviews

- Budjinski, Jason. Connect the Thoughts. Miami New Times. Jun 16 2005
- Hurlburt, Roger. Carone Presents Local Artists, Season Preview. Sun Sentinel. Lifestyle. Dec. 14,  
1995. Pg. 3E
- Hurlburt, Roger. Into the Limelight, Boldly. Sun-Sentinel. Arts and Leisure. June 5, 1994. pg. 3D
- Kohen, Helen. Boca Exhibit comes of age. Miami Herald. August 17, 1986
- Stanier, Carole K. Past and Present. Hollywood Sun-Tattler. Art. July 20. 1984
- Hurlburt, Roger. Mimi Botscheller exhibit inaugurates new gallery. Art Libs, Arts and Leisure. July 1,  
1984
- Hurlburt, Roger. Local artist's paintings bear a spiritual touch. Fort Lauderdale News. Art and  
Leisure. July 11, 1982
- Hurlburt, Roger. Singular character, creativity in Hortt show. Ft. Lauderdale News and Sun-Sentinel.  
Art and Leisure. May 16, 1982
- Jonas, Shubert. Mimi Botscheller: Her Works Induce Thought, Involvement. Ft. Lauderdale News.  
July 1979.

Edwards, Ellen. Focus Show: As the World's Turn. Miami Herald. Art. April. 1977

#### newspaper articles

Hofheinz, Darrell. Tropical Vision. The Pompano Pelican. September 2, 1996

Hakimi, Maxine. Artist Spotlight. Pulp. Dec / Jan 1995. Pg.12

Sandler, Roberta. Serene Seclusion. Sun-Sentinel. Features Lifestyle. Feb 8, 1991. pg. 1E

Klein, Roberta. Mediterranean Revival. Sun-Sentinel. Features Lifestyle. June 23. 1991. Pg.14

Heidelberg, Paul. The Art of Sharing. Sun-Sentinel. North East. January 18, 1989. pg. 11

Hurlburt, Roger. Praise For Area Artists Boosts Carone Opening. Sun-Sentinel. Features Lifestyle. December 13, 1989. pg. 6E

Harakas, Margo. Welcome To My Nightmare. Sun-Sentinel. Features Lifestyle. January 21, 1987. pg. 1E

Hurlburt, Roger. Autumn a Good Time to Visit Area Galleries. Sun-Sentinel. Features Lifestyle. September 17, 1986. pg. 6E

#### Conferences

Society of Illustrators Educators Symposium. 2006, 2008, 2010. Meets bi-annually. New York, NY

Nuts and Bolts Conference. 3 x 3 Magazine. 2010. New York, NY

College Art Association Annual Conference. 2010. Chicago, IL

#### Not for Profit Partnerships/Projects/Professional Service

- 2011 Non-profit mural for Art Serve. Ft. Lauderdale, FL
- 2009 Non-profit mural for the city of Ft. Lauderdale. In partnership with the Art Institute of Ft. Lauderdale and Art Serve of Ft. Lauderdale
- 2008 Non-profit mural for Pediatric Cardiac Sonogram Unit. Broward General Hospital. Ft. Lauderdale, FL
- 2007 Artist Selection Panel. Master Plan for Port Everglades, FL. Broward Cultural Affairs.  
Artist Selection Panel. Transit Center for Pompano Beach, FL. Broward Cultural Affairs.
- 2006 Non-profit mural work for ARC Broward. Sunrise, FL.  
Finalist. Aviation Media project. Broward County Cultural Affairs.
- 2005 Non-profit mural work for Joe DiMaggio Children's Hospital, Teen Center. Hollywood, FL  
Non-profit mural work for Holy Cross Hospital. Bienes Cancer Center. Ft. Lauderdale, FL
- 2004 Organized Artist lecture/Workshop with David Carson. Art Institute of Ft. Lauderdale.
- 2003 Cultural Arts Committee. City of Pompano Beach, FL.  
Phase I Pompano Beach Streetscape project. Side walk installation.  
Mural Design and fabrication. Broward County Fireman Union. Pompano Beach, FL
- 2002 1st Annual MUSIC FEST MIAMI. Backdrop painting and fabrication. Promotional artwork for festival. Bayfront Park. Miami, FL  
ZIGGY MARLEY AND THE MELODY MAKERS. Backdrop painting and fabrication, for live performance and DVD production. Pompano Beach Amphitheater. Pompano Beach, FL.  
BOB MARLEY CARIBBEAN FESTIVAL. Bob Marley Movement. Set design, 30 x 40 ft. stage backdrop.
- 2001 BOB MARLEY CARIBBEAN FESTIVAL. Bob Marley Movement.  
Backdrop painting and fabrication.

**Technical Abilities** Adobe Photoshop, InDesign and entry level After Effects.  
After Effects projects may be viewed on vimeo.com (Mimi Botscheller)

**Professional Organizations** 1980- present. Society of Illustrators. New York, NY

#### **Selected Public and Private Collections**

Museum of Art. Ft. Lauderdale  
Biba Gallery. Palm Beach, FL  
Mr. Robert Lewis. Denver, CO  
Mr. Bob Power. New York, NY  
Broward County Transportation Department. Pompano Beach, FL  
Paine Webber Securities. Miami, FL  
Broward County Main Library. Ft. Lauderdale, FL  
Broward County Transportation Department. Pompano Beach.  
City Hall, FT. Lauderdale  
Art Institute Ft. Lauderdale  
Port Everglades. Terminal 19. Ft. Lauderdale, FL. Costa Cruise Lines  
Mr. and Mrs. Melvin Simon. Manalapan, FL  
Mr. and Mrs. Luciano Paladini. Florence, Italy  
Mr. and Mrs. Sy Candee. New York, NY  
Mr. and Mrs. James Brady. Ft Lauderdale, FL  
Mr. and Mrs. Matthew Carone. Ft. Lauderdale, FL, and Lennox, MA  
Mr. and Mrs. Gerald Schnitzer. Ft. Lauderdale, FL  
Mrs. Cedella Marley- Booker. Coral Gables, FL  
Mr. and Mrs. Michael Cortese. Boca Raton, and Bay Head, NJ



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4098  
Post Office Drawer 1300, Pompano Beach, FL 33061  
www.mypompanobeach.org

**2012 NOV - 8 PM 3:31**  
**CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK**

Mr.  Mrs. \_\_\_ Ms. \_\_\_ Miss \_\_\_ Name: Joseph A. Grisafi  
(Optional)

**Residence Information:**

Home Address: 201 N. Ocean Blvd.  
City/State/Zip: Pompano Beach, FL 33062  
Home Phone: 954-783-3106 Cell Phone: 914-522-7011  
Email: idt-grisafi@gmail.com Fax: \_\_\_\_\_

**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: \_\_\_\_\_

**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 checked="" 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

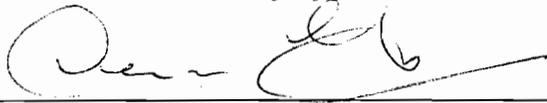
Education: attended Columbia University 2-years  
additional language knowledge - Italian and  
Spanish,

Experience: Multi-faceted in the field of Textiles and  
apparel in the creative end. Recently had a presentation  
at the CRA Business Center

Past Positions: Director of new product development.  
Worked with both domestic and foreign  
corporations, traveling to European markets.

Hobbies: a ll venues of art which includes  
painting, sketching and photography.  
Presently abstract photography.

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

Signature: 

Date: 11-08-12

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.

*To introduce myself – My name is  
Joseph A. Grisafi*

*I am originally from the Northeast  
I retired from the Textile/ Apparel Industry  
I have been a resident of Florida since 2001*

*Since my coming to Florida, I have been inspired  
by the beauty of the flora and fauna  
which I have chanced upon in this state.  
This has given me the desire to photograph these  
incredible vistas.*

# Joseph Grisafi

Originally from the northeast, Mr. Grisafi has been a resident of South Florida since 2001. As a new Floridian, he was inspired by the natural beauty of South Florida's flora and fauna, and chose to employ photography as the medium to capture and record these never ending vistas of interest. He then raises the bar by using his creative flair to make it unique. Grisafi's approach introduces the viewer to the varied facets of inanimate subjects using sculpture as well as color interpretation. This "other dimension" infuses the ordinary with a touch of the

**EXTRAORDINARY!**

**Joseph A. Grisafi**

**Photography**

**[j.a.grisafi@gmail.com](mailto:j.a.grisafi@gmail.com)**

The Deerfield Beach Orchid Society  
*presents*

# Orchid Obsession

## ORCHID SHOW & SALE

**Saturday Nov. 10th**

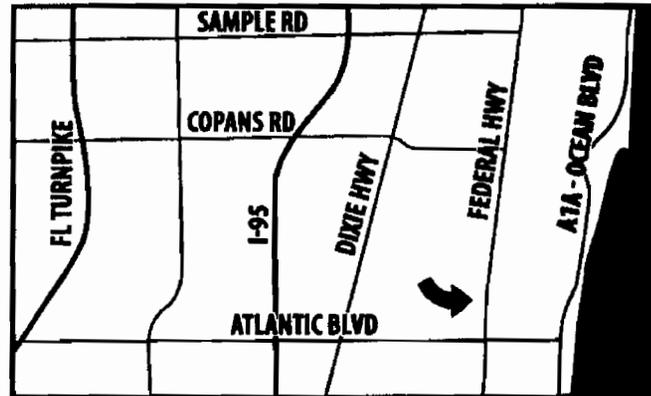
10 am — 5 pm

**Sunday Nov. 11th**

10 am — 4 pm

### FEATURING

Orchid Displays & Sales  
Art • Jewelry • Orchid Supplies  
AOS Judging • Free Parking



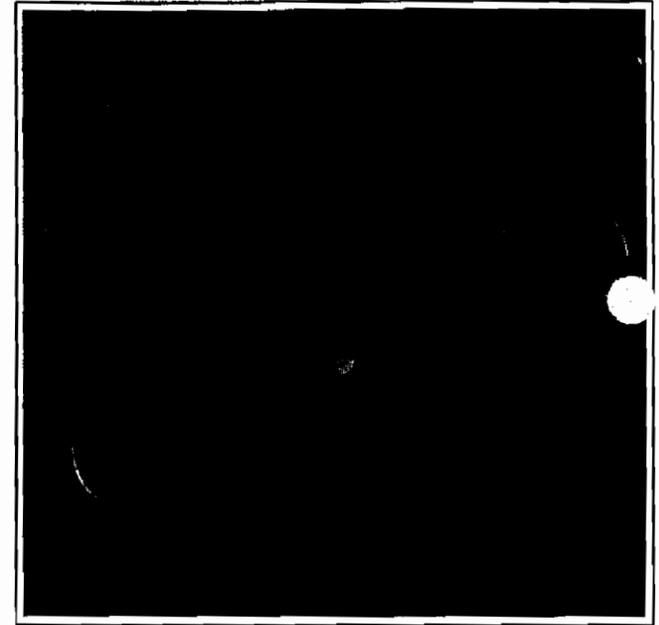
**Emma Lou Olson Civic Center**  
1801 NE 6th St • Pompano Beach, FL 33060

### Directions:

3 streets North of Atlantic Blvd. &  
1 block West Federal Hwy,  
just South of the Pompano Amphitheatre

The Deerfield Beach Orchid Society  
*presents*

# Orchid Obsession



## ORCHID SHOW & SALE

**Saturday Nov. 10th**

10 am — 5 pm

**Sunday Nov. 11th**

10 am — 4 pm

General Admission \$5  
Children Under 12 Free

**Emma Lou Olson Civic Center**  
1801 NE 6th St • Pompano Beach, FL 33060

For More Information

**(561) 487-6552**

**dbosorchids@gmail.com**



CITY OF POMPANO BEACH  
ADVISORY BOARD / COMMITTEE  
APPLICATION

CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK  
2012 NOV -5 PM 5:21

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: AMANDA HART

**Residence Information:**

Home Address: 2800 NE 14 ST. #210  
City/State/Zip: POMPANO BEACH, FL 33062  
Home Phone: 561-901-3979 Cell Phone: 561-901-3979  
Email: AMANDA@AMANDAHART.COM Fax: N/A

**Business Information:**

Employer/Business Name: AMANDA HART, LLC  
Current Position / Occupation: DESIGNER / OWNER  
Business Address: 2800 NE 14 ST. #210  
City/State/Zip: POMPANO BCH, FL 33062  
Business Phone: 561-901-3979 Fax: N/A Email: AMANDA@AMANDAHART.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: NO

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

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

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

In addition a Resume may be attached

Education: GRADUATE CERTIFICATIONS IN DESIGN (NKBA)  
UNDER-GRADUATE DEGREE IN DESIGN (DREXEL UNIV.)

Experience: LICENSED DESIGNER - 30 YRS.  
LICENSED REALTOR - 25 YRS.

Past Positions: OWNER "PAINT SMART" - EXTERIOR COLOR CONSULTING  
FOR COMMERCIAL BLDGS & CONDOS.  
OWNER "AMANDA HART, LLC" - INTERIOR ARCHITECTURE  
EXPO DESIGN CENTERS - DESIGNED SHOWROOMS &

Hobbies: MANAGED STORES - 14 YRS.

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

Signature: A. HART Date: 10-31-12

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.

## AMANDA HART

2800 NE 14<sup>th</sup> Street, #210  
Pompano Beach, FL 33062

Email: [amanda@amandahart.com](mailto:amanda@amandahart.com)  
On-line Portfolio: [amandahart.com](http://amandahart.com)

Residence: 561-901-3979  
Cell: 561-901-3979

### SUMMARY

Licensed INTERIOR DESIGNER. Bulk of career in high-end residential design. Eleven years with THE EXPO DESIGN CENTER, a Home Depot Company. Employed as a STORE MANAGER over groups of 50-200 people as well as a DESIGNER OF THE EXPO SHOWROOMS. Prior to Expo owned an ARCHITECTURE FIRM and a REAL ESTATE BROKERAGE. Unique ability to both DESIGN and MANAGE. Three key strengths are: CREDENTIALS, EXPERIENCE, and TEAM BUILDING SKILLS.

### EXPERT:

- Perfectionist
- Attention to Detail
- Problem Solver
- People Person
- Customer Service
- Public Relations
- Creative Thinker
- Innovative Ideas
- Open Mind
- Organized
- Efficient
- Faced-Paced

### PROFESSIONAL EXPERIENCE

#### **EXPO DESIGN CENTER, A HOME DEPOT CO.** Boynton Beach, FL

Company Description: The largest Retail Sales Home Improvement company in the world. Featuring one stop shopping. Ten showrooms under one roof: kitchen, bath, appliance, flooring, carpet, rugs, décor, lighting, patio, and in-stock shop. Including project design and installation with 100% financing.

Title: *Senior Lead Designer/Manager*, Boynton Beach Expo Store 2007-2009

Responsibilities: Sales. Client consultation. Closing. Kitchen and bath renovation and construction. Space planning. Layout and design. Floor plans. Project budgeting. Product specification. Cabinets. Appliances. Countertops. Plumbing fixtures. Flooring. Lighting. Paint. Wall covering. Faux finishing. Soft and hard window treatments. Accessories. Home furnishings. Patio furniture. Purchase ordering. Industry trends. Customer loyalty. Staff training and development. Team building. Goal setting. Hand holding. Problem solving.

Accomplishments: For year 2008: Exceeded personal annual sales goal of \$1.2 million with an average workload of 69 clients. Led a team of 8 project designers who exceeded sales plan of \$5.8 million and reduced markdowns to under 3%. Trained 2 assistant designers who each exceeded their sales plan by 200%. Supervised work of 3 Computer Aided Designers. Coached 8 kitchen showroom floor associates who increased their average total client retainer count to 30 per week. Influenced store moral. Unified group with cooperation instead of competition.

Title: *Assistant Store Manager*, Boynton Beach and Ft. Lauderdale Expo Stores 1999-2001

Responsibilities: Management. Profit and loss. Forecasting and analysis. Budget control. Inventory control. Warehouse operations. Loss prevention. Security operations. Organizational leadership. Human resources. Merchandising. Margin improvement. Credit operations. Retail sales. Customer service.

Accomplishments: Managed 2 stores over 3 years. Successfully operated a \$36 million dollar a year retail business and managed 200 people. Recognized by the President of Expo for writing the best associate reviews in the company.

Title: *Designer of Store Showrooms*, Miami, Ft. Lauderdale, and Boynton Beach Expo Stores 1991-1999

Responsibilities: Creative direction. Kitchen, bath, décor and appliance showroom design. Design and color. Visual communication. Illustrator. Sketch artist. Product specification. Purchasing. Scheduling. Supervising general contracting. Quality control. Maintenance. Staffing. Identifying local talent for hire.

Accomplishments: Pioneered the Expo Design Center concept. Shaped the direction of the company. Designed and opened three 90,000 square foot luxury showrooms, over a 9 year period. Project managed 2 contractors and 75 subcontractors to build each store in 3 months. Hired and trained 200 associates per store. Completed 3 new store openings, on time and on budget. Earned recognition. Offered promotion.

**SELF EMPLOYED, South Florida**

Company Description: House Flipping

Title: **Private Real Estate Investor**

2001-2007

Responsibility: Strategic market planning. Prospecting. Due-diligence cost analysis. Purchase and sale. Building plans. Renovations. Cash flow management. Project scheduling. Contractor oversight. Preventative maintenance. Repairs. Building inspections. Code compliance. Tenant relations. Rent collections.

Accomplishments: Purchased 11 properties over 6 years. Networked, advertised and interviewed over 100 private investors. Structured joint-ventures. Secured \$1M in financing, without a job. Designed improvements. Hired and managed contractor renovation. Advertised property. Sold or leased. On average, residences took 3-6 months to renovate and sold in 14 days for 1.5% times the purchase price. On average, properties sold 17.5% above market price. Invented new ways to add curb appeal for less money.

**TEAM HOME REALTY, MORTGAGE,**

**HOME BUILDERS & PROPERTY MGMT INC, Miramar, FL**

Company Description: Residential Real Estate Brokerage.

Title: **Owner/Partner**

2004-2006

Responsibilities: Public relations. Strong oral and written communication skills. Purchase and sale transactions. Competitive market analysis. Negotiating skills. Closing skills. Overcoming objectives. Meeting and exceeding goals. Networking. Advertising. Trade show exhibits. Condo Conversions.

Accomplishments: Opened a new business. Built out 1200 square foot commercial space. Hired, trained and compensated 50 employees. Administered benefits. Designed, organized, and scheduled ongoing advertising, promotions, conferences, job fairs, etc.. Ran logistic operations of a business. Exceeded projections. Grossed over \$1 million dollars the third year in business.

**FOUNTAINHEAD GROUP, Ft. Lauderdale, FL**

Company Description: Commercial and Residential Architecture Firm.

Title: **Owner/Partner**

1989-1991

Responsibility: Visual media. Blueprints. Drawings and models. Presentation graphics. Logos. Colorboards. Illustration. Renderings. Product specification. Code compliance. Site analysis. Material costs. Labor costs. Construction management. Zoning and codes. Client consultation.

Accomplishments: Opened a new business. Built out a 600 square foot office space. Cultivated client rapport. Secured a 3 year commercial contract. Hired, trained and compensated 6 employees. Designed a national chain of health clubs called "Q".

**SELECTIVE ARCHITECTURE & INTERIOR DESIGN FIRMS,**

Prior to 1989

Titles: **Designer, Draftsman, Surveyor, Estimator, Project Manager, Salesperson, and Illustrator**

**EDUCATION**

Degree: Bachelor of Science (BS) in Interior Design. School: Drexel University, Phila., PA

Graduate Certifications: CKD/Certified Kitchen Designer. CBD/Certified Bath Designer

School: NKBA University, Hackettstown, NJ.

**LICENSES**

Interior Design NCIDQ ID#0003475 Real Estate Sales #SL3064535

Community Association Manager #CAM27503 Legal Insurance #E185787

**PUBLICATIONS**

Florida International Magazine August 2008 Interior Design July 2007 Florida Design Kitchen & Bath Vol 1  
Expo Design Center Catalogs March & November 2000 Sun-Sentinel Newspaper March 1998  
Home Depot Designer Digest April, June, & August 1996, April 1997 Architectural Digest March 1996  
Television Network ABC January 1991 Architectural Lighting June 1988



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

2012 NOV -7 PM 4:33

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: Carol Romano  
 (Optional)

**Residence Information:**

Home Address: 1340 S. Ocean Blvd. #509  
 City/State/Zip: Pompano Beach, FL 33062  
 Home Phone: 954-784-5489 Cell Phone: 954-600-4507  
 Email: Signora35@bellsouth.net Fax: \_\_\_\_\_

**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: \_\_\_\_\_

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

<input type="checkbox"/> Affordable Housing	<input checked="" 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 checked="" 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: I attended Maria Adelida School in Palermo, Italy and had 2 years at the School of General Studies at Columbia University - I trained for the opera with

Experience: Madam Eva Gauthier in New York City  
I have traveled to almost every European country and visited cultural institutions in all of them

Past Positions: I owned a restaurant in Ft. Lauderdale for twenty two years, retiring in 2001.

I have been employed since then by various Show Service Companies to deal with guests

Hobbies: music, art, language studies

For many years I served as Pres. of the Board of Directors at the Cluridge Court - I am still on the Board

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

Signature: Carol F. Romano

Date: 11/7/2012

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.



**ADVISORY BOARD / COMMITTEE APPLICATION**

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095  
 Post Office Drawer 1300, Pompano Beach, FL  
 www.mypompanobeach.org

**CITY OF POMPANO BEACH  
 OFFICE OF THE CITY CLERK**  
 2012 NOV 27 PM 1:43

Mr. \_\_\_ Mrs. X Ms. \_\_\_ Miss \_\_\_ Name: Donna Russo  
 (Optional)

**Residence information:**

Home Address: 11 North Pompano Beach Blvd  
 City/State/Zip: Pompano Beach, Florida 33062  
 Home Phone: 954 366-4884 Cell Phone: 203 545-1551  
 Email: redding12@aol.com Fax: 954 366-4884

**Business Information:**

Employer/Business Name: recently retired from public school education  
 Current Position / Occupation: in Connecticut  
 Business Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a U.S. Citizen? Yes X No \_\_\_  
 Are you a resident of Pompano Beach? Yes X No \_\_\_ Reside in District: 1 X 2 3 4 5  
 Do you own real property in Pompano Beach? Yes X No \_\_\_  
 Are you a registered voter? Yes \_\_\_ No X  
 Have you ever been convicted of a felony? Yes \_\_\_ No X  
 Current or prior service on governmental boards and/or committees: See resume

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

<input type="checkbox"/> Affordable Housing	<input checked="" type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input 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 checked="" 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: ABD - Doctoral Studies - Nova Southeastern University, Florida

CAS/sixth year degree - Fairfield University, Connecticut

MS - Educational Administration - Rutgers University, New Jersey

Experience: B.S. - Art Education - Hofstra University, New York

Over thirty five years experience in public education as an administrator

(See Resume)

Past Positions: (See Resume)

- High School Administrator

- Art Coordinator and Chairperson for school district

- Art Teacher - Director

Hobbies: Travel, visiting art museums, drawing, painting, boating

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

Signature: *Dama D. Russo*

Date: 11/15/2012

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.

**Donna D. Russo**  
**12 Mountain Laurel Lane**  
**West Redding, CT 06896**  
**203 431-6513 (Home)**  
**203 545-1551 (Cell)**

#### **EDUCATION:**

Nova Southeastern University Doctoral candidate (4.0 GPA) Educational Leadership Miami, Florida	2006-present
Fairfield University, Fairfield Connecticut Sixth Year Professional Diploma (4.0 GPA) Administration and Supervision	1995
Rutgers University, New Brunswick, New Jersey Master of Education (3.8 GPA) Administration and Supervision	1982
Hofstra University, Hempstead, New York Bachelor of Science, Art Education (Dean's List)	1971

Additional graduate course work:  
 University of Bridgeport, Bridgeport, Connecticut  
 State University of New York, Brockport, New York  
 Yale University, New Haven, Connecticut  
 Cooperative studies, Florence, Italy

#### **CERTIFICATION:**

State of Connecticut  
 Professional Certificate #042 Art Grades K-12  
 Professional Certificate #092 Intermediate Supervisor

State of New York  
 Permanent Certificate Art  
 Permanent Certificate School District Administrator

#### **EMPLOYMENT:**

Fairfield, Connecticut Public Schools  
**Interim Housemaster, Webster House, Fairfield Ludlowe High School** 8/11-8/12  
 Supervised the implementation of the instructional program within the House for five hundred students and evaluated the effectiveness of staff within the House; Planned and implemented a program of operation and administration of the House; Conducted House meetings and in-service programs for staff; Promoted and maintained positive student climate within the House in consultation with the Dean of Students; Coordinated student teaching and intern programs within the House; Conducted building Planning and Placement Team meetings; Assisted in the planning and implementation of school-wide programs and policies.

Darien, Connecticut Public Schools**Assistant Principal, Darien High School**

8/96-6/11

Responsibilities include the monitoring of curriculum in cooperation with departments and coordinators; Evaluation of staff members; Supervision of all student activities; Monitor academics and discipline for four hundred students; Serves as the District Facilitator for the statewide TEAM program; School representative to the Advisory Board for the town's teen center, The Depot; Administrative liaison to the Darien Parents Association; Administrative Representative to the town's Youth Options Program.

Bethel, Connecticut Public Schools**Assistant Principal, Bethel High School**

9/87-7/96

Responsible for curriculum development, implementation and staff evaluation in the areas of English, science, social studies, art music and life studies; Student activities and discipline for two grade levels; In-house grading and reports using the **School System** software package design; The coordination of daily school publications; The planning and designing of the annual student handbook and program of studies; The interviewing of prospective teachers and non-certified personnel; Served on the statewide WesConn bid review committee as the art consultant.

**Art Coordinator for the Bethel School District grades K-12**

9/84-6/87

Responsible for the direction, supervision and the implementation of the art curriculum. In addition, served as **Acting Assistant Principal** from 11/86 to 6/87.

**Art Teacher for grades 9-12**

9/83-6/84

Responsible for curriculum implementation for the art department. Courses taught included Art I, Art II, Ceramics, Drawing, Painting, Printmaking and Sculpture.

Basking Ridge, New Jersey Public Schools**Art Teacher, Ridge High School  
grades 9-12**

9/79-6/83

Responsible for curriculum implementation for the Art department.

**Administrative Assistant to the Principal**

9/82-6/83

Responsible for the coordination of committees to include orientation of new teachers and students, custodial problems, student motivation and public relations.

Rochester, New York, City School District**Art Teacher, Interim Junior High School  
grades 7, 8 alternative magnet school**

9/75-4/78

East Hartford, Connecticut Public Schools**Art Teacher, Hockanum School  
grades 5-8**

9/72-2/75

Levittown, New York Public Schools**Art Teacher, Division Avenue High School  
grades 7-12**

1/71-6/72

**ACHIEVEMENTS:**

- The 2007 Connecticut High School Assistant Principal of the Year
- 2008 Connecticut State Board of Education Recognition for Contributions to the Educational Profession
- International Delegation to China for 2007-2008 Exchange Program

- **Guest Speaker at International Forum in Shanghai**
- **NEASC Steering Committee** and administrative liaison for the 2012 visitation to Darien High School. Served on **Steering Committee** for previous **NEASC** evaluation in 2002. in charge of all accommodations, scheduling and preparation for the evaluation.
- Served on four **NEASC** and **MAASC** visiting committees in New Jersey, Massachusetts and Connecticut.
- District Facilitator for the new state mandated **TEAM** program for beginning teachers. Served in this capacity for both the **BEST** and **TEAM** programs for fourteen years. Serve as a trained mentor and reviewer for beginning teachers.
- Created liaisons between the town, community and the high school. Organized programs to include veterans and community members. Planned two **Wreaths Across America** national visitations to the high school.
- Supervised all clubs and activities at the high school level. Expanded the student opportunities from twelve to over forty five clubs.
- Committee member of the **Looking to the Future Study Committee** for the building of the new Darien High School. Chaired the **Co-curricular Activities Committee**, compiled information and wrote report for the committee and Board of Education. Continued to work closely with the architects in the planning and design of the new facility.
- Organized a total clean-up campaign for the former Darien High School facility using students, staff and community resources. The interior walls, lockers and exterior portions of the present building were repainted and enhanced with student artwork in order to promote respect of self, others and community. The theme continued throughout the transition period from the present facility to ultimately be an established expectation in the new Darien High School building.
- Assisted in the computer development and implementation of an in-house grading, report and attendance system for high school level students.
- Developed a successful parent-teacher student organization for the high school level. Coordinated successful fund-raisers that raised over one hundred thousand dollars for student scholarships and cultural activities.
- **WESCONN Bid Review Committee** as a consultant and in the compilation of all art supplies and materials for 139 school districts in Connecticut.
- Coordinated with a national publishing company an Alumni Directory for Darien High School to include all graduates of Darien High School from 1935-2011.
- Created a transition and orientation program for eighth graders coming to the high school. The program begins in the spring of grade eight and continues throughout the freshman year.
- Created in cooperation with the current senior class and the Community Council, a Big-Brother-Big-Sister program for the incoming freshmen.
- Created an annual volunteer program and fair to encourage high school students in becoming involved with local community non-profit agencies. Programs included nationally noted guest speakers to tell of their own volunteering experiences. Over seventy percent of the student body was involved with community service.
- Organized the first annual juried art show for high school art students, developed a state-wide traveling art exhibit and implemented a continuous display of student art work at suburban Board of Education offices. All programs are still in existence today.
- Planned and re-wrote the art curriculum of grades K-12 for two school districts.
- Organized and developed a visual aids presentation, which was influential in the passing of a six million-dollar bond issue for a high school facilities renovation.
- Chaired task force groups, which included teacher orientation for new staff members, summer school programs, scheduling and public relations.
- Coordinated and supervised twelve European art/humanities oriented trips for over two-hundred fifty students. Developed fund raising projects for students in order to help defray the cost of the trip.
- A recipient of **Who's Who Among America's Teachers** award.
- A recipient of the **Connecticut Association of Boards of Education, Inc.** Award of Excellence for Educational Communications. This included the planning and design of all information and graphics for an annual high school student handbook, program of studies and school profile publication.
- A recipient of various state and local art awards in printmaking, graphic design and drawing.

## PROFESSIONAL ORGANIZATIONS

- Connecticut Association of Secondary School Principals, Assistant Principals, Arts and Legislative Committees
- National Association of Secondary School Principals (NASSP)
- Association for Supervision and Curriculum Development (ASCD)

- Delta Kappa Gamma Professional Educators Society for Women
- The College Board
- New England Association of Schools and Colleges (NEASC)
- Connecticut Principals Academy
- National Art Education Association (NAEA)
- Connecticut Art Education Association (CAEA)
- American Association of University Women (AAUW)
- Council of Churches and Synagogues of Fairfield County representing Darien High School
- DEPOT Advisory Board as the Representative from Darien High School

**COMMUNITY INVOLVEMENT**

American Cancer Society  
Leukemia Society  
Danbury Hospital Development Fund  
Local charities  
Newcomers Club: vice-president  
Women's Club: publicity and public relations officer

**REFERENCES:**

Available upon request



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

CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

NOV -1 PM 1:49

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: STEPHEN A. SCHORR  
(Optional)

**Residence Information:**

Home Address: 3416 DOVER RD  
City/State/Zip: POMPANO BEACH FL 33062  
Home Phone: 954-942-9570 Cell Phone: 954-288-0958  
Email: STEPHEN@SCHORRLAW.NET Fax: 561-826-2401

**Business Information:**

Employer/Business Name: STEPHEN A. SCHORR, P.A.  
Current Position / Occupation: ATTORNEY  
Business Address: 1700 NW 2 AVE  
City/State/Zip: BOCA RATON, FL 33432  
Business Phone: 561-826-2400 Fax: 561-826-2401 Email: STEPHEN@SCHORRLAW.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: DUKE COMPREHENSIVE CANCER CENTER (DIR.) VICTORY LIVING PROGRAMS (DIR.)

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

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

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

In addition a Resume may be attached

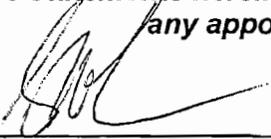
Education: DUKE UNIV. A.B. 1967 (INCLUDING ART HISTORY)  
TEMPLE UNIV. LAW SCHOOL J.D. 1970

Experience: ART COLLECTOR - 50 YEARS  
LEGAL REPRESENTATION OF ARTISTS  
PARTNER WITH WIFE, DORNA SCHORR (ALSO AN  
APPLICANT) IN ART REP FINE ARTS

Past Positions: SEE P. 1

Hobbies: ART COLLECTOR, TRAVEL

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

Signature: 

Date: 10/31/12

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.

## CURRICULUM VITAE

**STEPHEN A. SCHORR**  
1700 NW 2<sup>nd</sup> Avenue  
Boca Raton, FL 33432  
(561) 826-2400 office  
(954) 288-0958 mobile

### **Education:**

Duke University, 1967, B.A.;  
Temple University, 1970, J.D. (law review)

### **Bar Affiliations/Certifications:**

Member of The Florida Bar since 1971  
Admitted to Washington, D.C. Bar 1970 (inactive)

Title Agent for Attorney's Title Insurance Fund, Inc. n/k/a Old Republic National Title Insurance Company since 1978

Florida Mediation Course for Supreme Court Certification as Circuit Court Mediator

### **Work Experience:**

#### **Legal Practice:**

1976 – Present: Actively involved in the private practice of law in South Florida. Areas of concentration: Real Estate, Business/Transactional, Foreclosures

1974 – 1976: Assistant State Attorney, Broward County, Florida  
Prosecutor in Misdemeanor and Felony Divisions  
Representation of the State Attorney's Office before the Grand Jury

1971 – 1974: Federal Communications Commission, Washington, D.C., General Attorney.  
Involved in the initial phase of regulation of the paging/cellular phone industry within the Common Carrier Bureau

### **Other Business Experience:**

#### **Florida Corporate Funding, Inc.:**

Owner/President of an Accounts Receivable Financing Company  
1996 – Present

#### **Best's Maintenance & Janitorial Services, Inc.:**

Owner/Vice President of a Commercial Janitorial Company.  
2003 – Present

**Community and Charitable Activities:**

- 1990 – Present: Duke University  
Board of Directors of Citizen’s Advisory Board of Duke Comprehensive  
Cancer Center (presently in a meritis capacity)
- 2003 – Present: Victory Living Programs, Inc.  
Board of Directors of charitable organization serving the needs of South  
Florida individuals with disabilities. (Currently advisory capacity)

LAW OFFICES  
**STEPHEN A. SCHORR**  
PROFESSIONAL ASSOCIATION

STEPHEN A. SCHORR

LEGAL ASSISTANT  
WANDA HONAKER  
E-mail: wanda@schorrlaw.net

1700 NW 2<sup>nd</sup> Avenue  
Boca Raton, Florida 33432  
Telephone: (561) 826-2400  
Fax: (561) 826-2401  
E-mail: stephen@schorrlaw.net

Fort Lauderdale Office  
625 NE 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33304

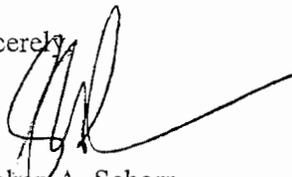
October 31, 2012

Kevin Gurley, Planner  
Development Services Department  
City of Pompano Beach  
Via email only: Kevin.Gurley@copbfl.com

Dear Mr. Gurley:

Attached is my completed application to serve on the Public Art Committee. I have attached my Curriculum Vitae, as well. A life-long art collector, I would appreciate the opportunity to serve and hope you act favorably on my application.

Sincerely,



Stephen A. Schorr

SAS/wrh

Enclosures



**CITY OF POMPANO BEACH** CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK  
**ADVISORY BOARD / COMMITTEE**  
**APPLICATION** **2013 JAN 30 PM 3:12**

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: Edith Kappler  
 (Optional)

**Residence Information:**  
 Home Address: 400 NE 8th Street  
 City/State/Zip: Pompano Beach, FLA 33060  
 Home Phone: 954-943-2699 Cell Phone: \_\_\_\_\_  
 Email: bkappler@comcast.net Fax: \_\_\_\_\_

**Business Information:**  
 Employer/Business Name: \_\_\_\_\_  
 Current Position / Occupation: Retired  
 Business Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a U.S. Citizen? Yes  No \_\_\_  
 Are you a resident of Pompano Beach? Yes  No \_\_\_ Reside in District: 1 \_\_\_ ~~2~~ 3 \_\_\_ 4 \_\_\_ 5 \_\_\_  
 Do you own real property in Pompano Beach? Yes  No \_\_\_  
 Are you a registered voter? Yes  No \_\_\_  
 Have you ever been convicted of a felony? Yes \_\_\_ No   
 Current or prior service on governmental boards and/or committees: NO

**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 checked="" 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: Fort Lauderdale High School - FLA  
Ray-Vogue Design School - Chicago, Ill

Experience: I have been in sales for better ladies clothing  
AS well AS Dinette + Dining Room Furniture. I also  
worked in Chicago at the Crate + Barrel. I managed  
the inventory of their Fabric Department

Past Positions: Floor Manager - Better Ladies Clothing - Charles Stevens - Chicago  
Customer Service - Charles Stevens - Chicago  
DEPT MANAGER - Merimetto Fabric - Crate + Barrel - Chicago  
Design Consultant and Display Manager - EMR Dinettes  
Pompano

Hobbies: Flower Design, Gardening  
Girl Scout Volunteer Student Mentoring

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

Signature: Edith Kappler

Date: 1/30/2013

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**

OFFICE OF THE CITY CLERK  
 2012 NOV -1 PM 12:54

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: CHAD KOVAC  
 (Optional)

**Residence Information:**

Home Address: 110 NE 26th  
 City/State/Zip: POMPANO BEACH FL 33064  
 Home Phone: 515 771 9148 Cell Phone: 515 771 9148  
 Email: generalchad@gmail.com Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: TOPSOURCE  
 Current Position / Occupation: CONSULTANT / DATABASE DEVELOPER  
 Business Address: 100 SOUTH PINE ISLAND #200  
 City/State/Zip: PLANTATION FL 33324  
 Business Phone: 800 490 3550 Fax: \_\_\_\_\_ Email: info@topsource.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: N/A

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

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

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

In addition a Resume may be attached

Education: Associate of Science focus on business and art

Experience: please find my resume attached.

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: 10/30/12

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.

**Chad M. Kovac**

110 NE 26<sup>th</sup> St, Pompano Beach, FL 33064

generalchad@gmail.com

(515) 771-9148

**Artistic:** I am a working artist. I have experience with carbon, graphite, oil paint and airbrush. I work primarily on canvas but have been hired for several murals in the past.

**Technical:** I have extensive experience planning, creating and automating very complex reports, leading call centers of 20+, managing databases and warehouse staff. I am proactive, analytical and thorough.

I am including some work experience highlights to reflect my management and technical background.

**Experience:**

Jim Moran Family Enterprises, Inc.

Deerfield Beach, FL

**Database Systems Programmer**

July 2012 to **Current**

- **Advanced Microsoft Access** database creation and modifications to streamline various tasks for the HR Compensation department.

Independent Consultant

St. Croix, New Jersey, NYC

**Business & Data Systems Analyst**

Nov 4, 2009 to **Current**

- **Visual Basic** and very advanced **Microsoft Access** to streamline various tasks, track customers and sales.
- **Proactive problem analysis** and resolution.
- Investigate, analyze and **recommend changes and upgrades**.
- **Map and coordinate change control processes** in multiple business units.
- **Analyze and research automation** possibilities on currently manual processes.
- **Update and convert/upsized** databases from MS Access to **SQL Server** or **MySQL**.
- Develop applications to **automatically clean incoming data**.
- Create and maintain **complex daily and weekly metrics reports** for multiple companies.

Wells Fargo

Des Moines, IA

**Database Analyst III**

Oct 2003 to Nov 3, 2009

- **Visual Basic** and very advanced **Microsoft Access** projects as needed
- Create or Update and Support over a dozen databases and applications written in **MS Access, Visual Basic and SQL Server**
- **Streamlined business processes** through by modifying current tools to work more efficiently and with less user error possibilities and more control
- Analyze and research **automation** possibilities on currently manual processes.
- Create and modify communication tools for **tracking problem tickets and enhancement requests**

QCI Consulting Interactive

Des Moines, IA

**Sr. Computer Consultant**

Jan 2001 to Oct 2003

- **Developed a new QCI candidate and sales tracking tool** using MS Access.
- Investigate **3<sup>rd</sup> party software** products to augment and automate our sales force and office staff
- Great Plains integration/customization – **Great Plains Certified Integration Developer for Tools**
- **Visual Basic and Access** projects as needed

**Education:**

Iowa State

Ames, Iowa

**Occupational Safety/Total Quality Management 1994**

Partial work in the Occupational Safety major.

I did acquire a lot of knowledge concerning team management, and the quality approach.

We studied Dr. Demming, the Tools of Ishikawa, as well as Dr. Galina.

Des Moines Area Community College

Ankeny, IA

**Associate of Science Computer Programming**

1991-1993

Several different general study courses as well as the first year of a Computer Programming AS curriculum.

Des Moines Area Community College

Ankeny, IA

**Associate of Science**

2010-2012

Most recently at DMACC I have spent most of my time rounding out my education in the areas of business, foreign language and art. Focus on **Business management.**

**Accomplishments:**

- Completion of a variety of **technical Computer Based Training courses.**
- I have **completed all of the Zinger Miller** courses covering: Positive Feedback, Managing Change, Clarifying the Customers Expectations, and more.
- I have **won 3 out of 4 nominations for Team Excellence** and I have won a **Service Excellence** award for my work to automate and simplify tasks using MS Access and VB at Wells Fargo.
- Great Plains Certified Integration Developer for Tools
- Ankeny Citizen's Police Academy class of 2009

**When I am not working I enjoy spending time with my kids and painting original works for customers around the country.**



### 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

2012 NOV -7 PM 3:59  
CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

Mr. \_\_\_ Mrs. \_\_\_ Ms.  Miss \_\_\_ Name: DAHLIA BAKER  
(Optional)

**Residence Information:**

Home Address: 457 SW 1 CT #306  
City/State/Zip: Pompano Beach, FL 33060  
Home Phone: 954 513 0663 Cell Phone: 954 513 0663  
Email: dahlia@iedfl.com Fax: 954 586 1114

**Business Information:**

Employer/Business Name: Pompano Beach CRA Business Resource Ct  
Current Position / Occupation: Program Assistant  
Business Address: 50 NE 1st Street  
City/State/Zip: Pompano Beach, FL 33060  
Business Phone: 954 586 1114 Fax: 954 586 1114 Email: dahlia@iedfl.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: NO

**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 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 checked="" 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.

Please See Resume Attached

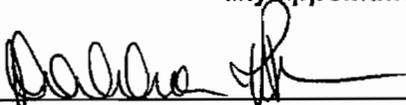
In addition a Resume may be attached

Education: Sheffield School of Aeronautics -  
FAA Airman: Aircraft Dispatcher  
Miami-Dade Community College - AA Degree  
 Experience: Program Assistant - Pompano Beach CCA  
Business Resource Center

Past Positions: Managing Director - Dashanty Music

Hobbies: Crafts including textiles

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

Signature:  Date: 11/6/12

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.

7

**DAHLIA POWELL BAKER**

457 SW 1<sup>st</sup> Court #306  
Pompano Beach, Florida 33060

Telephone: (954) 513-0663  
E-mail: dashantymusic@gmail.com

**PROFESSIONAL SUMMARY**

Multi-dimensional hands-on travel and hospitality industry professional with over 15 years of experience in airline, cruise line, resort and full-service travel agency environments. Qualifications include excellent management abilities, effective communication skills, and comprehensive knowledge of geography with the ability to work in a multi-ethnic/multi-cultural environment both self-managed and team based.

**AREAS OF EXPERTISE**

- Advance Administrative
- Creative Communication Skills
- Customer Service
- Destination Marketing
- Expense Control
- Resourceful Problem-Solving

**EXPERIENCE**

- January 2011 Present** - **International Enterprise Development**, 6260 North Ocean Blvd., Ocean Ridge, FL 33435  
**POSITION: Program Assistant – Business Development for the Pompano Beach CRA Business Resource Center** – propose, develop and implement zero-budget marketing initiatives – 334 targeted traffic generation with approximately 50% valuable conversions
- February 2001 Present (Seasonal)** - **Dashanty Music**, 1301 North Dixie Highway, Pompano Beach, Florida 33060  
**POSITION: Managing Director – Oversee the artistic development of recording artist / book performance dates** – secure multiple single-song contracts and performance dates with City of Hollywood, Miami Music Fest, Bayside Marketplace and others
- June 2003 April 2010** - **Spirit Airlines**, 2800 Executive Way, Miramar, Florida 33025  
**ENDING POSITION HELD: Customer Movement Manager** – achieve 74% improvement in the “Flight Operations Record” of Spirit Airlines with the U.S. Department of Transportation
- Monitor operational performance / flight following
  - Proactively reduce / eliminate down line delays / cancellations
  - Passenger planning and coordination / Work with appropriate departments to maximize utilization of resources and minimize inconvenience to passengers
  - Prepare and facilitate contingency plan during service disruptions
  - Passenger advocate in the decision-making process
  - Serves as the primary gateway into SOC for Airport Services Department, Field Stations, and Reservation Centers on matters of customer service and passenger movement
  - Identifies and protects critical markets
- Other Positions Held at Spirit Airlines: Crew Scheduler, Load Controller**
- February 1997 March 2002** - **Interval International and Interval Travel**, 6262 Sunset Drive, Miami, Florida 33143  
**POSITIONS HELD: Vacation Advisor, Full-Service Travel Agent, Travel Marketing Coordinator** – coordinate travel marketing activities for a network of over 1,500 resorts and nearly 1 million member families worldwide
- March 1993 September 1996** - **Rich International Airways**, 5400 Northwest 36 Street, Box 522067, Miami, Florida 33152  
**POSITIONS HELD: Senior Flight Attendant, Ground Security Coordinator** – September 1996 – December 1996: Assist in the reorganization of Rich International Airways

**EDUCATION**

Sheffield School of Aeronautics, 499 Northwest 70 Avenue, Suite 110, Fort Lauderdale, Florida 33317  
**FAA Airman: Aircraft Dispatcher (Flight Dispatch Officer)**

ExecuTrain of South Florida, 5201 Blue Lagoon Drive, 9th Floor, Miami, Florida 33126  
**Continuing Education: Microsoft Office (Word, Excel, PowerPoint)**

Miami Dade Community College, 11380 Northwest 27 Avenue, Miami, Florida 33167  
**Associate in Science Degree / Major: Travel Industry Management**



CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

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

NOV 10 AM 2:09

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 Cote  
(Optional)

**Residence Information:**  
Home Address: 737 NE 6<sup>th</sup> Street  
City/State/Zip: Pompano Beach, FL 33060  
Home Phone: 954-784-7949 Cell Phone: 954-579-2888  
Email: jccreative@comcast.net Fax: 954-784-7949

**Business Information:**  
Employer/Business Name: JC Creative Services, Inc.  
Current Position / Occupation: Creative Director / Owner  
Business Address: 737 NE 6<sup>th</sup> Street  
City/State/Zip: Pompano Beach, FL 33060  
Business Phone: 954-784-7949 Fax: 954-784-7949 Email: jccreative@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: \_\_\_\_\_

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

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

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

In addition a Resume may be attached

Education: Art Institute of Fort Lauderdale  
"Best Portfolio" - 1981

Fine Artist/watercolor + Graphic Designer 1997 Present  
Experience: Owner of JC Creative Services 15 years  
Creative Director - Life Publishers / Zondervan  
1983-1997

Past Positions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hobbies: Fishing (backcountry), Softball, Racquetball

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

Signature: X John Cote

Date: 11-8-12

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: 954-786-4811, or send via fax to: 954-786-4095.

## Rena Bowyer

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**From:** Asceleta Hammond  
**Sent:** Friday, November 09, 2012 1:54 PM  
**To:** Rena Bowyer  
**Subject:** FW: Public Art Committee • Portfolio w/be forthcoming as a pdf via link WeTransfer.com

**From:** John Cote [<mailto:iccreative@comcast.net>]  
**Sent:** Friday, November 09, 2012 1:47 PM  
**To:** Asceleta Hammond  
**Subject:** Public Art Committee • Portfolio w/be forthcoming as a pdf via link WeTransfer.com

Hello Asceleta,

My husband & I have been Pompano Beach residents since 1993 where we both have volunteered in many capacities. I, (Michelle), have volunteered with PB Elementary & Middle Schools tutoring difficult students and have written a newsletter for parents where I had it translated in Spanish and Creole. John, the artist, has been a youth baseball coach for over a decade. John would find it a privilege to be chosen as one of the members of this new Public Art Committee!

The portfolio that will be following this email highlights the design work that he has created for his clients as well as a brief example of his watercolor fine art (there are oils, acrylics, drawings, air brush, and clay artwork pieces for viewing as well).

Thank you for your consideration!

*Michelle Cote*  
*Office Manager*



IC  
SERVICES, INC

P.O. BOX 784-7949

137 NE 6th Street, Pompano Beach, FL 33061

**Michelle Cote**

[iccreative@comcast.net](mailto:iccreative@comcast.net)



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

2012 NOV 10 AM 2:13

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: Michelle Rene Cote'  
 (Optional)

**Residence Information:**  
 Home Address: 737 NE 6<sup>th</sup> Street  
 City/State/Zip: Pompano Beach, FL 33060  
 Home Phone: 954-784-7949 Cell Phone: 954 579-2888  
 Email: MichelleReneCote@comcast.net Fax: 954 784-7949

**Business Information:**  
 Employer/Business Name: JC Creative Services, Inc.  
 Current Position / Occupation: Bookkeeper / Office Manager  
 Business Address: S/A / A  
 City/State/Zip: \_\_\_\_\_  
 Business Phone: 954-784-7949 Fax: 954 784-7949 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:

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

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

In addition a Resume may be attached

Education: Cardinal Gibbons 1973-1977  
Santa Fe Community 1977  
Miami-Dade College 1979

Experience: 15 years Education / Executive Admin  
PreK-11<sup>th</sup> grade Teacher

Past Positions: Marketing Coordinator

Hobbies: Reading, Antiques, Traveling

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

Signature: Michelle Rene Coto Date: 11-9-2012

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: 954-786-4096.



CITY OF POMPANO BEACH  
ADVISORY BOARD / COMMITTEE  
APPLICATION

CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK

2012 NOV -8 AM 11:44

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095  
Post Office Drawer 1300, Pompano Beach, FL 33061  
www.mypompanobeach.org

Mr. \_\_\_ Mrs. \_\_\_ Ms.  Miss \_\_\_ Name: Patricia Knight  
(Optional)

**Residence Information:**

Home Address: 320 SE 12<sup>th</sup> Ave  
City/State/Zip: Pompano Beach FL 33060  
Home Phone: \_\_\_\_\_ Cell Phone: 585 317 7381  
Email: artcatinoz@gmail.com Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: Broward County Library  
Current Position / Occupation: After School@Your Library teacher  
Business Address: Jan Moran Collier City Library  
City/State/Zip: 2800 NW 9 Court, Pompano Beach 33069  
Business Phone: 954-968-3820 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: 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 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 checked="" type="checkbox"/> <b>Public Art Committee</b>
<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

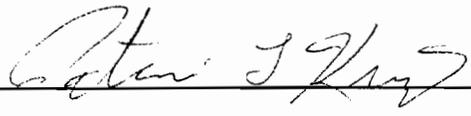
Education: BA Fine Art, MS. Art Ed, NYS Teacher  
Certification  
(see attached resume)

Experience: Art teaching positions held in NYS public schools  
K-12, artist & art instructor

Past Positions: Art teacher 2003-2008 in NYS, 2009-2010  
Assistant to Director of Natchez Library's Cinema Celebration  
in Natchez MS;  
Teacher at Collier City Library After School @ Your Library Program

Hobbies: scuba diving, drawing, photography, skiing, hiking

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

Signature: 

Date: 11-8-12

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.



# Patricia Knight

320 SE 12<sup>th</sup> Ave.  
Pompano Beach, FL 33060  
M: 585-317-7381  
[pkwander@gmail.com](mailto:pkwander@gmail.com)  
[www.artcatstudio.com](http://www.artcatstudio.com)

**Summary** NYS certified art teacher with over fifteen years personal experience in art, graphic design and instruction.

**Experience** **2011 – Present: After School@Your Library Program Teacher, Broward County Libraries**  
Lead teacher for afterschool program giving homework help, reading and writing practice, computer instruction and cultural programming.

**2008 – 2010 Artist & Art Instructor (Natchez, MS)**  
Private art instructor for both digital and traditional art and contributing artist at ArtsNatchez Gallery.

**2009 – 2010 Assistant to the Director of Natchez Literary and Cinema Celebration (Natchez, MS)**  
General office management, kept track of all ticket sales and purchase requisitions, managed schedule of all speakers and VIPs for the event as well as coordinating the programs and schedule during the event and troubleshooting of any issues, created artwork for banners of the 2010 NLCC.

**2007 – 2008 Art Teacher, Victor JH/SH (Victor, NY)**  
Instructor for JH art program and advanced Drawing and Painting for SH.

**2003 – 2007 Art Teacher , Midlakes Elementary (Clifton Springs, NY)**  
Responsible for creation and application of multi-cultural arts program for elementary students with concentration on manual dexterity skills, integration with current curriculums and enhancement of comprehension of math, reading and writing skills through art.

**Dean of Students (2006-07 Special Assignment)**  
Investigator and facilitator of disciplinary issues for K-5 students, with additional responsibility for classroom observations, communications with parents, staff and administration and substitute for elementary principals.

**1995 – 2001 Associate Mgr/Marketing Specialist, World Wide Marketing, Eastman Kodak (Rochester, NY)**  
Responsible for creation of marketing communication materials including launch requirements documents, packaging, copy, sample prints, brochures, spec sheets, and internet demos; growing a business from start up to \$28M. Created PR material and gave demos, presentations, and interviews about our products at trade shows (MacWorld, SHOPA, CES, NACE, etc.) and sales meetings on an international level.

**Skills** Adobe Photoshop, Illustrator, Flash MX, Dreamweaver, MS Word, Excel, PowerPoint, Publisher, MovieMaker, Acrylic painting, drawing, watercolor, photography, digital photography, animation, art history, art appreciation, design (graphic, costume, and 2-D), ceramics, beading, fine metal smithing, linoleum cut printing, digital painting

**Other** Life Space Crisis Intervention certification (LSCI), Keeping Everyone Safe certification (safe physical handling of students in crisis), NYSATA member, guest presenter for Henrietta Art Club, Art Advocacy Project leader, instructor for The Art Store in Henrietta, artist at ArtsNatchez Gallery

**Education** **B.A. Fine Art, SUNY Oneonta , NY**  
**Teacher Certification, Roberts Wesleyan College, NY**  
**Master of Science, Art Education, Nazareth College, NY**

**Interests** Illustration, creative writing, hiking, camping, flying, scuba diving, published comic book creator



**Patricia Knight**  
**Artist & Art Instructor**  
585.317.7381  
[artcatinoz@gmail.com](mailto:artcatinoz@gmail.com)

encil - watercolor - acrylic - linoleum cut  
prints - jewelry - digital painting - graphic  
design - bookmaking - photography - color  
pencil - watercolor - acrylic - linoleum cut  
prints - jewelry - digital painting - graphic  
design - bookmaking - photography - color



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2015 MAR -5 PM 2:42

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: Christopher G Mullon
(Optional)

Residence Information:

Home Address: 308 NE 5th Ave
City/State/Zip: Pompano Beach, FL 33060
Home Phone: 954-943-3504 Cell Phone: 954-261-1112
Email: cgmullon@bellsofn.net Fax: \_\_\_

Business Information:

Employer/Business Name: Retired
Current Position / Occupation: Substitute Teacher, event photographer
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 [checked] 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: Parks and Recreation

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

Table with 3 columns: Affordable Housing, Cultural Arts, Parks and Recreation. Rows include Air Park, Architectural Appearance, Budget Review, Charter Amendment, Community Appearance, \*Community Development(CDAC), CRA East, CRA West, 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, \*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, \*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: Univ. of Fla BS

Experience: Advertising Agency Owner, Teacher, Substitute Teacher, event and nature photographer

Past Positions: Pres C Gray Miller Inc  
Chair & Vice Chair Parks and Recreation Adv Bd

Hobbies: Fine Art Photography

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

Signature: Cliff B Muller Date: 3/5/2015

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 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

2012 NOV -9 PM 11:11

Mr. [X] Mrs. \_\_\_ Ms. \_\_\_ Miss \_\_\_ Name: Tyler Townsend
(Optional)

Residence Information:

Home Address: 700 WE 5th Ave
City/State/Zip: Pompano Beach, FL 33060
Home Phone: 954 942 2982 Cell Phone: 954 934 7878
Email: Tylerfaas@gmail.com Fax: 954 942 2982

Business Information:

Employer/Business Name: Premium Services East Coast
Current Position / Occupation: owner/operator Museum/Collector Services
Business Address: 700 NE 5 AVE
City/State/Zip: Pompano Beach FL 33060
Business Phone: 954 934 7878 Fax: 954 942 2982 Email: tyler@premiumservicesfl.com

Are you a U.S. Citizen? Yes [X] No \_\_\_
Are you a resident of Pompano Beach? Yes [X] No \_\_\_ Reside in District: 1 \_\_\_ 2 \_\_\_ 3 [X] 4 \_\_\_ 5 \_\_\_
Do you own real property in Pompano Beach? Yes [X] No \_\_\_
Are you a registered voter? Yes [X] No \_\_\_
Have you ever been convicted of a felony? Yes \_\_\_ No [X]
Current or prior service on governmental boards and/or committees: NONE

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

Table with 3 columns: Affordable Housing, Cultural Arts, Parks and Recreation, etc. Includes checkboxes for various committees like Air Park, Architectural Appearance, Budget Review, etc.

\*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 Aquinas 84-88

West Virginia Wesleyan 89-91

Certification From The National Gallery "Preservation and Conservation"

Experience: Director Art In Motion, Director, operating Member, Director

Fort Knox Fine Art Services LLC, TK Art Services, Director, partner

Robovault, Fine Art & Antique services

Past Positions: I have worked with Broward County Art in Public Places

as a contractor. I have taken Courses through The National

Gallery regarding preservation and Placement of Art work in

Public spaces i.e. Assess environment for safety and conservation

Hobbies: Assistant Coach, Pompano Beach High School

Coach Pompano Beach Football Club

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

Signature: 

Date: 11-9-12

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 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: 500 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**

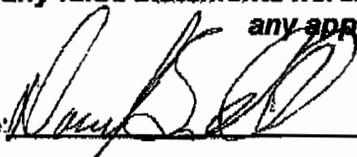
Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance committee 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 2:58
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: Linda Houston Jones
(Optional)

Residence Information:

Home Address: 3499 Oaks Way Bldg. 117
City/State/Zip: Pompano Beach, FL 33069
Home Phone: Cell Phone: 754-422-4638
Email: jone1044@bellsouth.net Fax:

Business Information:

Employer/Business Name: Ashanti Cultural Arts, Inc.
Current Position / Occupation: Founder / President
Business Address: P.O. Box 100646
City/State/Zip: Ft. Lauderdale, FL 33310
Business Phone: 954-792-3700 Fax: Email: ashanticultural@bellsouth.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: None

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 Cultural Arts, Education, Planning & Zoning/Local Planning Agency, Pompano Beach Economic Development Council, Public Art Committee, Sand & Spurs Riding Stables, 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: BS Florida A + M University  
MS Nova University

Experience: 35 years, retired Broward  
School Board, media specialist  
25 years Ashanti Cultural Arts

Past Positions: NA

Hobbies: Mentoring youth, business + community  
empowerment, attending Cultural  
arts events, traveling, reading

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

Signature: Linda H. Jones

Date: 2/10/15

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.

# RESUME

## Linda Houston Jones

3499 Oaks Way Building 117 #708 Pompano Beach , Florida 33069  
(754) 422-4638 | [jone1044@bellsouth.net](mailto:jone1044@bellsouth.net)

**OBJECTIVE:** To Pursue opportunities in business, education, community service, and the arts.

**EXPERIENCE:** **FOUNDER/ PRESIDENT ASHANTI CULTURAL ARTS, INC.** Responsible for all administrative and supervisory duties. Developed collaborations, partnerships and programs with community businesses, corporations and organizations.

### **BROWARD COUNTY SCHOOL BOARD**

Media Specialist. Responsible for administrative and supervisory duties in the media center. Work with teachers, students and staff in the use of technology, print and nonprofit materials develop incentive programs for youth and provide resources to help implement the school curriculum.

**EDUCATION:** NOVA UNIVERSITY, FT. LAUDERDALE, FL  
Master of Science, Learning Resources  
FLORIDA A&M UNIVERSITY, TALLAHASSEE, FL  
Administration Supervision  
FLORIDA A&M UNIVERSITY TALLAHASSEE, FL  
Bachelor of Science, Media Specialization

### **COMMUNITY PAST:**

Sun-Sentinel/United Way Diversity Advisory Board  
Grant Evaluator Broward County Cultural Affairs  
Art in Public Places Advisory Committee  
Grant Evaluator State of Florida  
ArtServe Founding Board Member  
Broward Center For the Performing Arts Advisory Board/Pacers  
President's Council  
Junior League of Broward County  
Senator Graham Young Democrats Advisory Board  
Broward County Cultural Council  
Broward County Diversity Advisory Board  
Leadership Broward Class XXVI  
Friends of the African – American Research Library and Cultural Center Delta Sigma  
Theta Sorority, Inc.  
The Links, Inc.  
Cultural Executives of Broward County

1000+ Club of the American Cancer Society  
Broward School Board Mentor  
Community Foundation Emridge Jones, Jr. Arts Scholarship Fund.  
Board President of Art Serve

## **AWARDS & HONORS**

March of Dimes Women of Distinction  
JM Family Enterprises, Inc.  
African American Achiever in the Arts  
Girl Scouts of America,  
Juliette Lowe Arts Award  
Price Waterhouse Up & Comers Award  
Soroptomist of Boca Raton,  
Woman of the Year  
Coalition of 100 Men Community Service Award  
Samuel Delevoe Community Service Award  
Les Boines Amie Community Service Award  
Feature Story in local and national news publication  
ICABA Outstanding Business Leader  
Eta Phi Beta Community Service Award

## **COLLABORATIONS**

YMCA Boys and Girls Club  
Children Services Council and Broward County Cultural Affairs  
Broward County Parks & Recreation  
Kids IN Distress  
Urban League of Broward County  
School Board of Broward County  
Girls Scouts of America  
Hispanic Unity  
Broward Center for the Performing Arts  
Cities of: Lauderdale Lakes, Ft. Lauderdale, Pompano, Sunrise, Lauderhill, Tamarac,  
Hallandale, Hollywood, Coral Springs, to name a few.

# Linda Houston Jones

Founder & President, Ashanti Cultural Arts



Linda Houston Jones is a firm believer in the old adage, "to whom much is given, much is required." Thus, she takes every opportunity possible to pay it forward. Jones is the founder and president of Ashanti Cultural Arts, Inc., a non-profit organization that facilitates cultural arts, literacy, wellness and after-school programs for the community. In line with her love of the arts, she is also the president of Newrelj, a recording label founded by her late husband, musician Emridge "E.J." Jones.

In terms of public service, Jones serves on the boards of three cities with days named in her honor: Lauderdale, Fort Lauderdale, and Lauderdale Lakes. Additionally, she sits on the boards of the

*Believes in giving of her time, talents, and treasures to others. I know that It is through our giving we are blessed."*

Broward County Cultural Commission, The Broward County Diversity Advisory Board and the Starting Place.

Her fervor for service is also defined in her active organizational participation. Jones is a charter member of the Pompano Beach Alumnae Chapter of Delta Sigma Theta Sorority, Inc., the North Broward County Chapter of the Links and the 1000+ Club as well as Mount Hermon AME Church in Fort Lauderdale.

Jones dedication to service has not gone unrewarded. As such, she is the recipient of numerous awards, including the ArtServe Arts Administrator of the Year Award, President Bush Volunteer Action Award, March of Dimes Woman of Distinction, Price Waterhouse Outstanding Business Leader, JM Family Enterprise African-American Achievers Award in the Arts and Girl Scouts Juliette Lowe Arts Award.

Jones holds a Bachelor of Science and Master's degrees from Florida A & M University and Nova

Southeastern University in Media Specialization, Learning Resources, and Administration Supervision and is also a graduate of Leadership Broward Class of XXVI.

Among Jones' proudest achievements is her family. The Daytona Beach, Florida native is the proud mother of two beautiful children, Jemilah & Emridge III., and one "daughter in love" Iyinka Jones.



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

CITY OF POMPANO BEACH  
OFFICE OF THE CITY CLERK  
2014 MAY -2 PM 1:23

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: Karen Jean Leventhal  
(Optional)

**Residence Information:**

Home Address: 3499 Oaks Way Suite 410  
City/State/Zip: Pompano Beach, Florida 33069  
Home Phone: 954-826-7463 Cell Phone: 954-826-7463  
Email: duchessofdoodle@aol.com Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: Self-employed  
Current Position / Occupation: Free lance writer/illustrator-picture books and stories for children  
Business Address: 3499 Oaks Way Suite 410  
City/State/Zip: Pompano Beach, Florida 33069  
Business Phone: 954-826-7463 Fax: \_\_\_\_\_ Email: duchessofdoodle@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: Career in U.S Government on the National Level in Washington, D.C.

**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 type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input checked="" type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input 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 checked="" 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: See attached Professional Summary:

In addition to Degrees in Journalism/Graphic Arts and Advertising  
I also completed 2 1/2 years on the university level, as a teacher  
of art for elementary school students.

Experience: Career in the U.S. Government on the supervisory level as a journalist,  
writer/editor. Currently as a writer and illustrator specializing in juvenile

Past Positions: and gift books for national publication and licensing.  
I also happily present imaginative and inspirational 'funshops'  
(workshops) for both children and adults on how to embrace  
the magic of their inner child.

Hobbies: Art, Travel, Reading, Shell Collecting coupled with a strong  
desire to see the educational system embrace a more  
imaginative and creative way for students to find joy in learning.

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

Signature: Karen Jean Leventhal

Date: May 1, 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.

# ka en le en hu

3499 Oaks Way  
Studio 410  
Pompano Beach, Florida 33069  
Tel. 954-826-7463  
email: duchessofdoodle@aol.com

## **Professional Summary**

- Writer, designer and illustrator specializing in juvenile and gift books for national publication and licensing.
- President, Karen K creations, Inc. Duties required conceptualizing, designing, manufacturing and distributing various lines of greeting cards and related products to national and international markets.
- Writer/Editor with the Office of Energy Information Services in the U.S. Department of Energy. Developed and reviewed proposed publications for graphics, layout, illustration, and photo requirements.
- Supervisory Freedom of Information Specialist with the Office of Public Affairs of the U.S. Department of Energy. Responsibilities included continuous and effective communication with the news media, major oil companies, Members of Congress, public interest groups, and the general public.
- Assistant Editor of the Department of State, Agency for International Development Newspaper. Wrote feature, news, and interview articles concerning international development activities of the U.S. Government.
- Research Assistant with the Public Health Service of the U.S. Department of Health, Education and Welfare. Compiled research material for publication of various books by Presidential Advisor Jean Mayer.

## **Education and Honors**

Journalism Degree, University of Maryland, College Park, Maryland

Advertising & Graphic Design Degree, Art Institute of Fort Lauderdale

U. S. Department of Energy Special Achievement Award - Development of the Office of Freedom of Information.

U.S. Federal Woman's Award Nominee - Pioneer in the advancement of the flow of information between the Government and the public.



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095  
Post Office Drawer 1300, Pompano Beach, FL 33061  
www.mypompanobeach.org

Mr. \_\_\_ Mrs. \_\_\_ Ms. X Miss \_\_\_ Name: Shellie Morrison  
(Optional)

**Residence Information:**

Home Address: 544 W. Palm Aire Drive  
City/State/Zip: Pompano Beach, FL 33069  
Home Phone: 954-971-3009 Cell Phone: 954-290-5581  
Email: shelmor@bellsouth.net Fax: 954-971-8225

**Business Information:**

Employer/Business Name: Shelmor Group Advertising & Marketing  
Current Position / Occupation: Owner  
Business Address: 544 W. Palm Aire Drive  
City/State/Zip: Pompano Beach, FL 33069  
Business Phone: 954-942-1414 Fax: 954-971-8225 Email: shelmor@bellsouth.net

Are you a U.S. Citizen? Yes X No \_\_\_

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

Do you own real property in Pompano Beach? Yes X No \_\_\_

Are you a registered voter? Yes X No \_\_\_

Have you ever been convicted of a felony? Yes \_\_\_ No X

Current or prior service on governmental boards and/or committees: \_\_\_\_\_

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

<input type="checkbox"/> Affordable Housing	<input checked="" type="checkbox"/> Cultural Arts	Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	*Planning & Zoning/Local Planning Agency
<input 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	Employee's Health Insurance	<input checked="" type="checkbox"/> Public Art Committee <u>X</u>
<input type="checkbox"/> Community Appearance	*General Employee's Retirement System	Recycling & Solid Waste
*Community Development	Golf	Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	Historic Preservation	Marine
<input 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.

SEE RESUME ATTACHED

In addition a Resume may be attached

Education: BA, University Of South Florida

Experience: Substantial artistic experience working with various media.

Including; graphic design, illustration, fine art, photography,  
print and broadcast production, architectural graphics, signage and

Past Positions: displays.

See resume. Local Pompano clients have included: Sands Harbor,  
Joe's Riverside Grill, Pompano Chamber of Commerce, Pompano Fashion Square,  
Light House Cove Resort and Pavermodule.

Hobbies: Avid tennis player and golfer. Member of Pompano Tennis Center. Golf memberships  
at Palm Aire Country Club. Enjoy photography, drawing, being active in my  
community and continuing my education to improve relevant skills.

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

Signature: Shellie Morrison

Date: 10/16/2012

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.

**RESUME****SHELLIE MORRISON**

544 West Palm Aire Drive  
Pompano Beach, FL 33069  
Home 954/971-3009 • shelmor@bellsouth.net

**OBJECTIVE****MARKETING AND ADVERTISING****QUALIFICATIONS**

Experience with full service advertising agencies and in-house corporate marketing departments. Expertise in numerous media from original creative concepts to completion and placement, including direct response, print and broadcast. Also proficient designing and implementing marketing plans/budgets/strategies for increasing revenue, brand awareness and customer retention. Strong communication, organization and management skills.

**EXPERIENCE****PRESIDENT, SHELMOR GROUP, POMPANO BCH, FL (10/84 to Current)**

A full service ad agency with billings ranging from \$3 million to \$250,000 annually. Create marketing plans and advertising campaigns designed to meet client goals, objectives and budgets. Produce materials to implement those plans involving appropriate media. Account supervisor and creative director for all projects including hands-on copywriting and design. Experience includes acquiring accounts, making presentations, public relations, web sites and client counseling. Production/creative experience includes: collateral, direct mail, radio, television, display booths, billboards, newsletters, signage, architectural graphics. **National, regional and local client categories include: real estate—commercial and residential, construction, retail, financial, franchise, resort, restaurant, funeral home/cemetery, healthcare and communications.**

**SENIOR VICE PRESIDENT, MUCCI ASSOCIATES, FT. LAUDERDALE, FL (3/77 to 9/84)**

General manager, account supervisor and accurate liaison between all existing accounts with this full service ad agency; billings \$7 million. Responsibilities included developing marketing plans and strategies, creative concepts, budget allocations, job supervision and media buying. Initiated creative and marketing presentations to new and existing accounts. Promoted from traffic manager to media director to an officer of the company.

**ADVERTISING DIRECTOR, VOIGHT ENTERPRISES, PALM BCH, FL (12/73 to 9/76)**

Headed an in-house agency for company. Clients included those owned and operated by Voight: hotels, time share resorts, construction and real estate sales. Supervised collateral production – including design, copy, photography and printing; placed media in local, state and national publications; coordinated 3-screened AV presentation; designed trade show displays; initiated, created and researched campaigns targeting defined demographics.

**EDUCATION****University of South Florida**

Bachelor of Arts, Mass Communications/Advertising



CITY OF POMPANO BEACH  
ADVISORY BOARD / COMMITTEE

APPLICATION

2012 OCT 22 AM 9:36

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: Cherie Saleeby  
(Optional)

**Residence Information:**

Home Address: 1223 Hillsboro Mile # 6  
City/State/Zip: Hillsboro Beach, FL 33062  
Home Phone: 954-421-7567 Cell Phone: 954-536-6666  
Email: fauxtar@aol.com Fax: 954-421-7538

**Business Information:**

Employer/Business Name: \_\_\_\_\_  
Current Position / Occupation: sculptor visual artist  
Business Address: 10th Street Deerfield Beach  
City/State/Zip: (no mail service there)  
Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a U.S. Citizen? Yes  No \_\_\_

Are you a resident of Pompano Beach? Yes \_\_\_ No  Previously 14 years  
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 checked="" 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 checked="" 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: Hunter College NYC, CSC Fine Arts Detroit  
Study in Pietrasanta Italy, Fellowship at  
Atlantic Center for the Arts New Smyrna Beach, FL

Experience: Cultural Affairs Public Art & Design  
Program FAU (1 year)

Finalist on 3 Art in Public Places Projects Duane Hanson  
Past Positions: Allied Artist Award \$10K and Mramar Proj  
President 2+3 Artist Organization

Hobbies: Boating, Fishing, Jewelry Making

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

Signature: Cherie C. Salubry Date: Oct 19, 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.



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

CITY OF POMPANO BEACH  
 OFFICE OF THE CITY CLERK

2012 OCT 30 AM 7:49

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: Ellen SCHEFLER  
 (Optional)

**Residence Information:** 2236 NORTH CYPRESS BEND DRIVE #208  
 Home Address: \_\_\_\_\_  
 City/State/Zip: Pompano BE, FL 33069  
 Home Phone: 954-984-9900 Cell Phone: 954-558-3370  
 Email: askellen@bellsouth.net Fax: \_\_\_\_\_

**Business Information:**  
 Employer/Business Name: SELF EMPLOYED  
 Current Position / Occupation: FURNITURE DESIGNER  
 Business Address: none  
 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: none

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

<input type="checkbox"/> Affordable Housing	<input checked="" type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input checked="" type="checkbox"/> Air Park	<input checked="" 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 checked="" type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input checked="" 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: BA - HUNTER COLLEGE, NYC  
15 CREDITS GRAD -

COURSES - PRINTING INDUSTRIES, NYC

Experience: TEACHING, ADMINISTRATION, SALES

Past Positions: ELEMENTARY SCHOOL (SCIENCE COORDINATOR)

V.P. SANDERS PRINTING, NYC

PRESIDENT - EJS. ENTERPRISES, NYC

Hobbies: CRAFTS, JEWELRY, TRAVEL

**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: 10/30/12

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 OFFICE OF THE CITY CLERK**  
**ADVISORY BOARD / COMMITTEE APPLICATION**  
**2012 OCT 25 PM 2:42**

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. **X** Ms. \_\_\_ Miss \_\_\_ Name: **Agata Mosery**  
 (Optional)

**Residence Information:**

Home Address: **742 Coventry st**  
 City/State/Zip: **Boca Raton, FL, 33487**  
 Home Phone: \_\_\_\_\_ Cell Phone: **(561)523-3686**  
 Email: **agataren@gmail.com** Fax: \_\_\_\_\_

**Business Information:**

Employer/Business Name: **K.E.A.N Realty Solutions LLC**  
 Current Position / Occupation: **In House Designer and Photographer**  
 Business Address: **742 Coventry st**  
 City/State/Zip: **Boca Raton, FL 33487**  
 Business Phone: **(561)212-7247** Fax: **(561)235-5734** Email: **info@keanhomes.com**

Are you a U.S. Citizen? Yes \_\_\_ No **X** **Green Card Holder**  
 Are you a resident of Pompano Beach? Yes \_\_\_ No **X** Reside in District: 1 \_\_\_ 2 \_\_\_ 3 \_\_\_ 4 \_\_\_ 5 \_\_\_  
 Do you own real property in Pompano Beach? Yes \_\_\_ No **X**  
 Are you a registered voter? Yes \_\_\_ No **X**  
 Have you ever been convicted of a felony? Yes \_\_\_ No **X**  
 Current or prior service on governmental boards and/or committees: \_\_\_\_\_

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

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

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

In addition a Resume may be attached

Education: 1999 to 2005 University of Applied Sciences, Duesseldorf, Germany

graphic design, photography, illustration, typography, art, film

University Diploma • communication designer

Experience: April 2010 to Present - K.E.A.N Realty Solutions LLC, Boca Raton, FL

In House Designer and Photographer

Past Positions: Self Employed • Exhibits regularly art photographs and paintings.

• Responsible for creative graphic design for various companies

• Responsible for fashion photographs for fashion line in Israel.

• Responsible for photographs of various creations of custom portraits

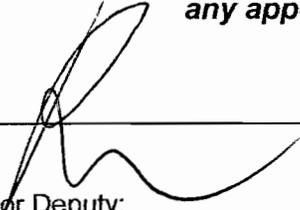
Hobbies: Gardening, Philosophy

Member, Delray Art League (2010 - Present)

Member, Artists of the Palm Beach County (2010 - Present)

Member, South Florida Artists Association (2010 - Present)

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

Signature:  \_\_\_\_\_

Date: 10/24/12

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**

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF POMPANO BEACH RELATING TO A  
COMMITTEE KNOWN AS THE PUBLIC ART  
COMMITTEE; PROVIDING FOR SEVERABILITY; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, public art is of great value to the constituents of the City of Pompano Beach and enriches the quality of all our lives; and

**WHEREAS**, the City Commission of the City of Pompano Beach deems it appropriate pursuant to this resolution for the Public Art Committee to promote, encourage and advocate for public art in the city and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

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

**SECTION 1.** There has been established by ordinance a new committee to be known as the Public Art Committee.

**SECTION 2.** Generally, it shall be the duty and responsibility of the Public Art Committee to promote and advocate public art within the City. The goals of the committee should be to promote public art, to provide and find a forum for public art, to seek grant and funding for public art, to develop and implement our public art program, and to advocate for public art, and to undertake such other duties and projects and responsibilities regarding public art within the city as provided by ordinance or as may be from time to time assigned to said

committee by the City Commission. The committee shall have the powers and duties as provided by city ordinance.

**SECTION 3.** The Public Art Committee is hereby empowered and encouraged to establish subcommittees as may be deemed advisable to assist the committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the committee and any subcommittee so established may be abolished at any time upon a determination by the committee that such subcommittee no longer serves any useful function. The committee shall appoint by majority vote a chairperson of each subcommittee created. Members of the committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

**SECTION 4.** The membership of the Public Art Committee shall consist of seven (7) members, plus an additional two (2) alternates with a strong commitment to the objectives of the Public Art Program, who shall be appointed at large by the City Commission. The alternate members may substitute for any member of the committee who is unable to be present at a scheduled committee meeting. Membership of the Public Art Committee may include individuals chosen from the following disciplines: arts professionals (designer, curator, collector, public art administrator, historian, gallery owner or other persons determined to meet the artists or arts professionals category by the City Commission), landscape architecture, urban planning, architecture, engineering or a related design discipline; private citizen, knowledgeable in the field of public art, education or community affairs; and private citizen from the development community.

The City Manager shall designate a city staff member to act as the city's liaison with the committee. The liaison will be responsible for budget development and monitoring.

**SECTION 5.** The initial membership terms shall be staggered with four (4) members having two-year terms and three (3) members having one-year terms. Initially, alternates will have two-year terms. The staff liaison member's term is not limited. After initial terms, all future terms will be for two years, with staggered terminations. Consecutive reappointments are permissible. Should any vacancy occur on this committee during the term of its existence, such vacancy shall be filled by the City Commission for the remainder of the unexpired term.

**SECTION 6.** The members of this committee shall meet as soon as practicable after adoption of this resolution and organize by electing from the membership a chairperson. The committee may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The committee shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission upon request. The committee shall submit its findings and recommendations to the City Commission from time to time as the committee may deem advisable or as requested by the City Commission.

**SECTION 7.** In all matters coming before the committee, the affirmative vote of a majority of those present and voting is the action of the committee, provided a quorum consisting of four members is present. In the event that any members have personal interests in matters of acquisition or commissioning of artwork before the committee that constitutes a conflict of interest, those members shall excuse themselves from voting. If any member of the Public Art Committee shall find that his or her private or personal interests are involved in the matter coming before the committee, they shall disqualify themselves from all participation in that matter. No member of the Public Art Committee shall have his or her work of art considered or

approved by the Public Art Committee during his or her term of service on the committee or one year thereafter.

**SECTION 8.** A committee member is required to attend a majority of meetings scheduled within each 12-month time period of his or her appointed term. Failure of a committee member to regularly attend meetings could result in removal from the position at the discretion of the City Commission. Public Art Committee meetings will be open to the public.

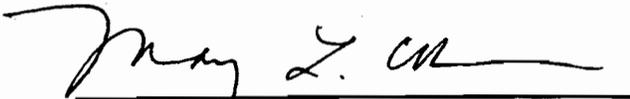
**SECTION 9.** If any provision of this resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this resolution that can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared to be severable.

**SECTION 10.** This resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 11th day of September, 2012.

  
LAMAR FISHER, MAYOR

**ATTEST:**

  
MARY L. CHAMBERS, CITY CLERK

GBL/jrm  
9/12/12  
L:reso/2012-353

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

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, CREATING A NEW CHAPTER 160, OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH TO BE ENTITLED, "PUBLIC ART," CREATING A PUBLIC ART PROGRAM FOR NEW CONSTRUCTION; PROVIDING GENERAL PROVISIONS FOR ITS ORGANIZATION AND OPERATION; PROVIDING FOR A PUBLIC ART COMMITTEE; PROVIDING FOR PURPOSE AND APPROPRIATIONS; 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 Chapter 160, of Title XV of the Code of Ordinances of the City of Pompano Beach, Florida, is hereby created to read as follows:

**CHAPTER 160: PUBLIC ART**

**§ 160.01 STATEMENT OF INTENT.**

This chapter shall be known and cited as the "Public Art Program."

It is the intent and purpose of this chapter to enhance the aesthetic and cultural value of the city by including works of art on public properties within the city. Benefits of public art are both aesthetic and economic. By increasing the public art offerings throughout the community, the City is committed to developing cultural resources to maintain community well-being. The economic benefits of public art have been identified by the National Endowment for the

Arts, which reports that every dollar spent by local government on the arts generates more than \$11 from the private sector in ticket sales and philanthropic donations. Further, Americans for the Arts' research revealed that cultural tourists tend to stay longer at their destinations, stay at higher quality hotels, and spend more time and money in restaurants and on retail.

#### **§ 160.02 DEFINITIONS.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***ART OR WORKS OF ART.*** A tangible object including but not limited to paintings, sculptures, engravings, carvings, frescos, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs and drawings, or combinations thereof, and artist-designed public facilities, buildings, and/or spaces and functional elements, either as integral parts of a larger project or as a separate entity.

***CITY CONSTRUCTION PROJECT.*** Any capital improvement project paid for wholly or in part by the city to construct or remodel any building, structure, park, utility, street sidewalk, or parking facility, or any portion thereof, within the limits of the City of Pompano Beach. The definition of city construction project shall also be deemed to include construction projects that are developed by persons or entities other than the city, but which require the participation of the city as a party to a development agreement or ground lease.

***ESTIMATED IN PLACE COST OF CONSTRUCTION.*** As described in Chapter 152.12 .

***PUBLIC ART.*** Works of art of an appropriate scale and for general public access in public places.

***PUBLIC ART COMMITTEE.*** The advisory committee appointed by the City Commission to carry out the duties and functions set forth in this article.

#### **§ 160.03 PUBLIC ART COMMITTEE.**

(A) There is hereby established a committee to be known as the public art committee. The composition and rules governing the public art committee are to be established by resolution.

#### **§ 160.04 POWERS AND DUTIES OF THE COMMITTEE.**

The public art committee shall have the following powers and duties:

(A) Recommendations to the City Commission on public art guidelines and amendments there to;

(B) Recommendations to the City Commission on a Public Art Master Plan, and amendments there to;

(C) Recommendations to the City Commission on art and artist selection;

(D) Recommendations to the City Commission on the maintenance and insurance necessary to preserve and protect the public art;

(E) Recommendations to the City Commission for other expenditures of the public art fund; and

(F) The public art committee is responsible for submitting an annual report to the City Commission each year at the end of the 12-month term. The report will describe the committee's accomplishments over the past year, give the status of current projects, provide information on any future plans, and include an inventory of public art in the city.

(G) Recommendations to the City Commission on location of public art.

**§ 160.05. PUBLIC ART FUND ESTABLISHED.**

(A) There is hereby established a fund to be known as the public art fund.

(B) All appropriations of city funding for city construction projects shall include an appropriation of funds to the art in public places fund as follows:

(1) The amount appropriated to the art in public places fund shall be two percent (2%) of the estimated in place construction cost of the city construction project.

(2) The appropriation to the fund shall be made at the time each Capital Improvement Plan budget is adopted by the City Commission. If projects are added to the Capital Improvement Plan outside of annual adoption period, the appropriation shall be made at the time the project is added.

**§ 160.06. PUBLIC ART FUND PURPOSE.**

Funds placed in the public art fund shall be used only for the following purposes:

(A) Acquisition of works of art to be located on public property within the city, inside publicly accessible areas of public buildings, or public facilities

within the city, or in publicly accessible areas of private property within the city, in accordance with the procedures in this section. The location for public artwork shall be made in accordance with the adopted Public Art Master Plan and does not need to be associated with the city construction project that contributed the funding.

(B) Insurance and/or maintenance of existing works of art acquired by the city under this section in accordance with a yearly budget for such insurance and/or maintenance to be approved by the City Commission. The city manager and public art committee shall provide the City Commission with a yearly recommendation regarding this budget.

(C) Expenses relating to the following:

(1) Research and evaluation by the public art committee pertaining to proposed works of art, including opinions when necessary from outside experts and/or professional advisory committees;

(2) Administrative expenses relating to the operations of the committee, including but not limited to salaries, supplies and equipment for the keeping of minutes and printing and distribution of board agendas and correspondence;

(D) All such expenses shall be approved as part of the yearly budget for the fund by the City Commission after considering the recommended budget submitted by the city manager, the Development Services Department, and the public art committee.

(E) The amount budgeted for administration, maintenance, insurance, and preservation of works of art acquired by the city pursuant to this article as part of the total appropriations for art in public places shall not be more than 25 percent of funds placed in the public art fund.

**§ 160.07 PROJECTS SUBJECT TO REQUIREMENTS OF THE PUBLIC ART PROGRAM.**

(A) Unless specifically exempted below in subsection B, the requirements of this chapter shall apply to all City construction projects.

(B) Exemptions. The requirements of this chapter shall not apply to the following activities:

(1) Affordable housing construction, remodel, repair, or reconstruction projects, as defined by federal, state, or local projects.

(2) Any project with a funding source that cannot fund public art due to restrictions by public bond covenants; federal, state or local laws; and/or legal parameters.

**§ 160.08 ART AND ARTIST SELECTION CRITERIA.**

(A) The following criteria, at minimum, shall be considered by the public art committee in the selection of artwork:

(1) Appropriateness of the artwork to the site and site environmental conditions;

(2) Maximum visual accessibility to pedestrian or vehicular traffic, as set forth in the public art program guidelines;

(3) Quality of the artwork;

(4) Maintenance requirements; and

(5) Any potential conflicts of the artwork resembling any corporate, business or private logos or themes.

(B) The following criteria, at minimum, shall be considered by the public art committee in the selection of an artist:

(1) Ability of the artist to complete the project within a specified schedule and budget;

(2) Exhibition and sales history of the artist, as well as works of art in public collections and previous public art purchases or commissions; and

(3) Any other criteria set forth in the public art program guidelines, as amended from time to time.

**§ 160.09 OWNERSHIP OF PUBLIC ART.**

Unless otherwise expressly agreed to in writing by the city, ownership of all art acquired through expending funds in the public art fund shall be vested in the city, which shall obtain title to each work of art.

**§ 160.10 PUBLIC ART MASTER PLAN.**

The City Commission shall adopt a public art master plan that identifies locations for public artworks, establishes a priority order of location and art type, and any potential themes, concepts or goals relating to the public art program.

**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.

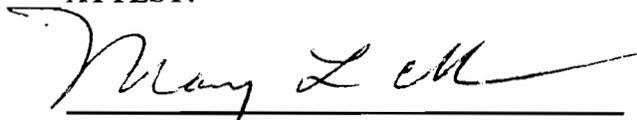
**SECTION 3.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this 26th day of June, 2012.

**PASSED SECOND READING** this 10th day of July, 2012.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

/jrm  
7/12/12  
L:ord/ch160/2012-320 - final

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

**A RESOLUTION OF THE CITY COMMISSION OF THE  
CITY OF POMPANO BEACH RELATING TO A  
COMMITTEE KNOWN AS THE PUBLIC ART  
COMMITTEE; PROVIDING FOR SEVERABILITY; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, public art is of great value to the constituents of the City of Pompano Beach and enriches the quality of all our lives; and

**WHEREAS**, the City Commission of the City of Pompano Beach deems it appropriate pursuant to this resolution for the Public Art Committee to promote, encourage and advocate for public art in the city and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

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

**SECTION 1.** There has been established by ordinance a new committee to be known as the Public Art Committee.

**SECTION 2.** Generally, it shall be the duty and responsibility of the Public Art Committee to promote and advocate public art within the City. The goals of the committee should be to promote public art, to provide and find a forum for public art, to seek grant and funding for public art, to develop and implement our public art program, and to advocate for public art, and to undertake such other duties and projects and responsibilities regarding public art within the city as provided by ordinance or as may be from time to time assigned to said

The City Manager shall designate a city staff member to act as the city's liaison with the committee. The liaison will be responsible for budget development and monitoring.

**SECTION 5.** The initial membership terms shall be staggered with four (4) members having two-year terms and three (3) members having one-year terms. Initially, alternates will have two-year terms. The staff liaison member's term is not limited. After initial terms, all future terms will be for two years, with staggered terminations. Consecutive reappointments are permissible. Should any vacancy occur on this committee during the term of its existence, such vacancy shall be filled by the City Commission for the remainder of the unexpired term.

**SECTION 6.** The members of this committee shall meet as soon as practicable after adoption of this resolution and organize by electing from the membership a chairperson. The committee may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The committee shall keep minutes of its meetings, copies of such minutes to be provided to the City Commission upon request. The committee shall submit its findings and recommendations to the City Commission from time to time as the committee may deem advisable or as requested by the City Commission.

**SECTION 7.** In all matters coming before the committee, the affirmative vote of a majority of those present and voting is the action of the committee, provided a quorum consisting of four members is present. In the event that any members have personal interests in matters of acquisition or commissioning of artwork before the committee that constitutes a conflict of interest, those members shall excuse themselves from voting. If any member of the Public Art Committee shall find that his or her private or personal interests are involved in the matter coming before the committee, they shall disqualify themselves from all participation in that matter. No member of the Public Art Committee shall have his or her work of art considered or

approved by the Public Art Committee during his or her term of service on the committee or one year thereafter.

**SECTION 8.** A committee member is required to attend a majority of meetings scheduled within each 12-month time period of his or her appointed term. Failure of a committee member to regularly attend meetings could result in removal from the position at the discretion of the City Commission. Public Art Committee meetings will be open to the public.

**SECTION 9.** 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 10.** This resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 11th day of September, 2012.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

GBL/jrm  
9/12/12  
L:reso/2012-353

committee by the City Commission. The committee shall have the powers and duties as provided by city ordinance.

**SECTION 3.** The Public Art Committee is hereby empowered and encouraged to establish subcommittees as may be deemed advisable to assist the committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the committee and any subcommittee so established may be abolished at any time upon a determination by the committee that such subcommittee no longer serves any useful function. The committee shall appoint by majority vote a chairperson of each subcommittee created. Members of the committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

**SECTION 4.** The membership of the Public Art Committee shall consist of seven (7) members, plus an additional two (2) alternates with a strong commitment to the objectives of the Public Art Program, who shall be appointed at large by the City Commission. The alternate members may substitute for any member of the committee who is unable to be present at a scheduled committee meeting. Membership of the Public Art Committee may include individuals chosen from the following disciplines: arts professionals (designer, curator, collector, public art administrator, historian, gallery owner or other persons determined to meet the artists or arts professionals category by the City Commission), landscape architecture, urban planning, architecture, engineering or a related design discipline; private citizen, knowledgeable in the field of public art, education or community affairs; and private citizen from the development community.

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

**AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, CREATING A NEW CHAPTER 160, OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH TO BE ENTITLED, "PUBLIC ART," CREATING A PUBLIC ART PROGRAM FOR NEW CONSTRUCTION; PROVIDING GENERAL PROVISIONS FOR ITS ORGANIZATION AND OPERATION; PROVIDING FOR A PUBLIC ART COMMITTEE; PROVIDING FOR PURPOSE AND APPROPRIATIONS; 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 Chapter 160, of Title XV of the Code of Ordinances of the City of Pompano Beach, Florida, is hereby created to read as follows:

**CHAPTER 160: PUBLIC ART**

**§ 160.01 STATEMENT OF INTENT.**

This chapter shall be known and cited as the "Public Art Program."

It is the intent and purpose of this chapter to enhance the aesthetic and cultural value of the city by including works of art on public properties within the city. Benefits of public art are both aesthetic and economic. By increasing the public art offerings throughout the community, the City is committed to developing cultural resources to maintain community well-being. The economic benefits of public art have been identified by the National Endowment for the

Arts, which reports that every dollar spent by local government on the arts generates more than \$11 from the private sector in ticket sales and philanthropic donations. Further, Americans for the Arts' research revealed that cultural tourists tend to stay longer at their destinations, stay at higher quality hotels, and spend more time and money in restaurants and on retail.

## **§ 160.02 DEFINITIONS.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***ART OR WORKS OF ART.*** A tangible object including but not limited to paintings, sculptures, engravings, carvings, frescos, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs and drawings, or combinations thereof, and artist-designed public facilities, buildings, and/or spaces and functional elements, either as integral parts of a larger project or as a separate entity.

***CITY CONSTRUCTION PROJECT.*** Any capital improvement project paid for wholly or in part by the city to construct or remodel any building, structure, park, utility, street sidewalk, or parking facility, or any portion thereof, within the limits of the City of Pompano Beach. The definition of city construction project shall also be deemed to include construction projects that are developed by persons or entities other than the city, but which require the participation of the city as a party to a development agreement or ground lease.

***ESTIMATED IN PLACE COST OF CONSTRUCTION.*** As described in Chapter 152.12 .

***PUBLIC ART.*** Works of art of an appropriate scale and for general public access in public places.

***PUBLIC ART COMMITTEE.*** The advisory committee appointed by the City Commission to carry out the duties and functions set forth in this article.

## **§ 160.03 PUBLIC ART COMMITTEE.**

(A) There is hereby established a committee to be known as the public art committee. The composition and rules governing the public art committee are to be established by resolution.

## **§ 160.04 POWERS AND DUTIES OF THE COMMITTEE.**

The public art committee shall have the following powers and duties:

(A) Recommendations to the City Commission on public art guidelines and amendments there to;

(B) Recommendations to the City Commission on a Public Art Master Plan, and amendments there to;

(C) Recommendations to the City Commission on art and artist selection;

(D) Recommendations to the City Commission on the maintenance and insurance necessary to preserve and protect the public art;

(E) Recommendations to the City Commission for other expenditures of the public art fund; and

(F) The public art committee is responsible for submitting an annual report to the City Commission each year at the end of the 12-month term. The report will describe the committee's accomplishments over the past year, give the status of current projects, provide information on any future plans, and include an inventory of public art in the city.

(G) Recommendations to the City Commission on location of public art.

#### **§ 160.05. PUBLIC ART FUND ESTABLISHED.**

(A) There is hereby established a fund to be known as the public art fund.

(B) All appropriations of city funding for city construction projects shall include an appropriation of funds to the art in public places fund as follows:

(1) The amount appropriated to the art in public places fund shall be two percent (2%) of the estimated in place construction cost of the city construction project.

(2) The appropriation to the fund shall be made at the time each Capital Improvement Plan budget is adopted by the City Commission. If projects are added to the Capital Improvement Plan outside of annual adoption period, the appropriation shall be made at the time the project is added.

#### **§ 160.06. PUBLIC ART FUND PURPOSE.**

Funds placed in the public art fund shall be used only for the following purposes:

(A) Acquisition of works of art to be located on public property within the city, inside publicly accessible areas of public buildings, or public facilities

within the city, or in publicly accessible areas of private property within the city, in accordance with the procedures in this section. The location for public artwork shall be made in accordance with the adopted Public Art Master Plan and does not need to be associated with the city construction project that contributed the funding.

(B) Insurance and/or maintenance of existing works of art acquired by the city under this section in accordance with a yearly budget for such insurance and/or maintenance to be approved by the City Commission. The city manager and public art committee shall provide the City Commission with a yearly recommendation regarding this budget.

(C) Expenses relating to the following:

(1) Research and evaluation by the public art committee pertaining to proposed works of art, including opinions when necessary from outside experts and/or professional advisory committees;

(2) Administrative expenses relating to the operations of the committee, including but not limited to salaries, supplies and equipment for the keeping of minutes and printing and distribution of board agendas and correspondence;

(D) All such expenses shall be approved as part of the yearly budget for the fund by the City Commission after considering the recommended budget submitted by the city manager, the Development Services Department, and the public art committee.

(E) The amount budgeted for administration, maintenance, insurance, and preservation of works of art acquired by the city pursuant to this article as part of the total appropriations for art in public places shall not be more than 25 percent of funds placed in the public art fund.

#### **§ 160.07 PROJECTS SUBJECT TO REQUIREMENTS OF THE PUBLIC ART PROGRAM.**

(A) Unless specifically exempted below in subsection B, the requirements of this chapter shall apply to all City construction projects.

(B) Exemptions. The requirements of this chapter shall not apply to the following activities:

(1) Affordable housing construction, remodel, repair, or reconstruction projects, as defined by federal, state, or local projects.

(2) Any project with a funding source that cannot fund public art due to restrictions by public bond covenants; federal, state or local laws; and/or legal parameters.

**§ 160.08 ART AND ARTIST SELECTION CRITERIA.**

(A) The following criteria, at minimum, shall be considered by the public art committee in the selection of artwork:

- (1) Appropriateness of the artwork to the site and site environmental conditions;
- (2) Maximum visual accessibility to pedestrian or vehicular traffic, as set forth in the public art program guidelines;
- (3) Quality of the artwork;
- (4) Maintenance requirements; and
- (5) Any potential conflicts of the artwork resembling any corporate, business or private logos or themes.

(B) The following criteria, at minimum, shall be considered by the public art committee in the selection of an artist:

- (1) Ability of the artist to complete the project within a specified schedule and budget;
- (2) Exhibition and sales history of the artist, as well as works of art in public collections and previous public art purchases or commissions; and
- (3) Any other criteria set forth in the public art program guidelines, as amended from time to time.

**§ 160.09 OWNERSHIP OF PUBLIC ART.**

Unless otherwise expressly agreed to in writing by the city, ownership of all art acquired through expending funds in the public art fund shall be vested in the city, which shall obtain title to each work of art.

**§ 160.10 PUBLIC ART MASTER PLAN.**

The City Commission shall adopt a public art master plan that identifies locations for public artworks, establishes a priority order of location and art type, and any potential themes, concepts or goals relating to the public art program.

**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 26th day of June, 2012.

**PASSED SECOND READING** this 10th day of July, 2012.



LAMAR FISHER, MAYOR

**ATTEST:**



MARY L. CHAMBERS, CITY CLERK

/jrm

7/12/12

L:ord/ch160/2012-320 - final

<b>Public Art Committee (MEMBERS)</b>		<b>District</b>	<b>Phone</b>	<b>Appointed</b>	<b>Expires</b>	<b>Reso. No.</b>
<b>Name</b>	<b>Address</b>					
<b>Julia Black Andrews</b> <i>Curator</i>	2527 S.E. 11th Street(33062)	1	954-943-0908	1/22/2013	2/1/2015	2013-122
<b>VACANCY</b> <i>Muralist</i>				1/22/2013 Savarese Term	2/1/2015	2013-123
<b>Tobi Aycock</b> <i>Architect /Contractor</i>	611 S.E. 18th Avenue(33060)	3	954-914-5022	1/22/2013	2/1/2015	2013-124
<b>Cecil (Bo) Holloway</b> <i>Art Creator and Designer</i>	1824 N.W. 6th Avenue(33060)	4	954-943-1322	1/22/2013	2/1/2015	2013-125
<b>Kelly Ann Maguire</b> <i>Art Agent</i>	2900 Banyan Street 102 Fort Lauderdale, FL 33316	Ft. Laud.	954-531-9118	2/11/2014	2/1/2016	2014-133
<b>Eva A. Bixler</b> <i>Community Service Administrator</i>	777 S Federal Hwy Apt. J102(33062)	1	954-980-9200	2/11/2014	2/1/2016	2014-132
<b>Terrence Davis</b> <i>Curator</i>	2708 N.E. 14th street Townhouse #3(33062)	1	954-975-2951	2/11/2014	2/1/2016	2014-134
<b>Alternate Members</b>						
<b>(1) Antonio Cardozo</b> <i>Architect</i>	625 Oaks Drive #905(33069)	5	954-978-6603	1/22/2013	2/1/2015	2013-129
<b>(2 )Donna M. Schorr</b> <i>Art Dealer/Consultant</i>	3416 Dover Road(33062)	1	954-942-9570	1/22/2013	2/1/2015	2013-130
<p>Meets: Every fourth Thursday of the month @ 5:00 p.m. in City Commission Chambers Conference Room  <b>Secretary: Matthew DeSantis Ext. 4652</b></p>						

Meeting Date: March 24, 2015

Agenda Item

47

REQUESTED COMMISSION ACTION:

         Consent

         Ordinance

  X   Resolution

         Consideration/  
Discussion

         Presentation

SHORT TITLE   APPOINTMENT TO THE PUBLIC ART COMMITTEE.  

**Summary of Purpose and Why:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



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.**

- (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>3/12/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<u>X City Manager</u>	<u>[Signature]</u>		<u>[Signature]</u>

**ACTION TAKEN BY COMMISSION:**

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

**RESOLUTION NO. 2015-\_\_\_\_\_**

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Public Art 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 \_\_\_\_\_ is hereby appointed to the Public Art Committee of the City of Pompano Beach, for a term of two (2) years, said term to expire on February 1, 2017.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

Meeting Date: March 24, 2015

Agenda Item

48

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/  
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE PUBLIC ART COMMITTEE.

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



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.

- (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:

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes signatures for City Clerk's Office and City Manager.

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows for 1st and 2nd Reading.

RESOLUTION NO. 2015-\_\_\_\_\_

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Public Art 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 \_\_\_\_\_ is hereby appointed to the Public Art Committee of the City of Pompano Beach, for a term of two (2) years, said term to expire on February 1, 2017.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

Meeting Date: March 24, 2015

Agenda Item

49

REQUESTED COMMISSION ACTION:

Consent

Ordinance

**X Resolution**

Consideration/  
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE PUBLIC ART COMMITTEE.

**Summary of Purpose and Why:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



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.**

- (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>3/12/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<u>X City Manager</u>	<u>[Signature]</u>		<u>[Signature]</u>

**ACTION TAKEN BY COMMISSION:**

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

RESOLUTION NO. 2015-\_\_\_\_\_

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Public Art 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 \_\_\_\_\_ is hereby appointed to the Public Art Committee of the City of Pompano Beach, for a term of two (2) years, said term to expire on February 1, 2017.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

Meeting Date: March 24, 2015

Agenda Item

50

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/  
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE PUBLIC ART COMMITTEE.

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE NO. 1, FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



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.

- (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:

Table with 3 columns: DEPARTMENTAL COORDINATION, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes City Clerk's Office, City Manager, and Asceleta Hammond.

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows for 1st and 2nd Reading.

RESOLUTION NO. 2015- \_\_\_\_\_

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH, AS ALTERNATE NO. 1 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Public Art 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 \_\_\_\_\_ is hereby appointed to the Public Art Committee of the City of Pompano Beach, as Alternate No. 1 for a term of two (2) years, said term to expire on February 1, 2017.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/  
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE PUBLIC ART COMMITTEE.

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE NO. 2, FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



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.

- (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>3/12/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<u>X City Manager</u>			<u>Dennis W. Seab</u>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015- \_\_\_\_\_

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH, AS ALTERNATE NO. 2 FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 1, 2017; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Public Art 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 \_\_\_\_\_ is hereby appointed to the Public Art Committee of the City of Pompano Beach, as Alternate No. 2 for a term of two (2) years, said term to expire on February 1, 2017.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

Meeting Date: March 24, 2015

Agenda Item

52

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/  
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE PUBLIC ART COMMITTEE.

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH TO FILL THE UNEXPIRED TERM OF EVA A. BIXLER; SAID TERM TO EXPIRE ON FEBRUARY 1, 2016; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)



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.

- (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:

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENTAL HEAD SIGNATURE. Includes handwritten signatures and dates.

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance, Resolution, Consideration, Workshop. Rows for 1st and 2nd Reading.

RESOLUTION NO. 2015- \_\_\_\_\_

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

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING \_\_\_\_\_ TO THE PUBLIC ART COMMITTEE OF THE CITY OF POMPANO BEACH TO FILL THE UNEXPIRED TERM OF EVA A. BIXLER; SAID TERM TO EXPIRE ON FEBRUARY 1, 2016; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** \_\_\_\_\_ is well qualified to serve as a member of the Public Art 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 \_\_\_\_\_ is hereby appointed to the Public Art Committee of the City of Pompano Beach to fill the unexpired term of Eva A. Bixler; said term to expire on February 1, 2016.

**SECTION 2.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2015.

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**LAMAR FISHER, MAYOR**

**ATTEST:**

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**ASCELETA HAMMOND, CITY CLERK**





**2014-2015 OFFICERS**

**President Patricia Asseff**  
*Commissioner, Hollywood*  
**1st Vice President David Rosenof**  
*Commissioner, Parkland*  
**2nd Vice President Greg Ross**  
*Mayor, Cooper City*  
**Secretary Jim Norton**  
*Commissioner, Weston*  
**Treasurer Gary Resnick**  
*Mayor, Wilton Manors*

**TO:** City Clerks  
**FROM:** Mary Lou Tighe, Executive Director  
**DATE:** March 3, 2015  
**REF:** 2015-16 Board of Director Appointments

**DIRECTORS**

**Immediate Past President**  
**Susan Starkey**  
*Councilmember, Davie*  
**Past President M. Margaret Bates**  
*Commissioner, Lauderhill*  
**Past President Joy Cooper**  
*Mayor, Hallandale Beach*  
**Past President Lori Moseley**  
*Mayor, Miramar*  
**Past President Frank Ortis**  
*Mayor, Pembroke Pines*  
**Diane Veltri Bendekovic**  
*Mayor, Plantation*  
**Jack Brady**  
*Mayor, North Lauderdale*  
**Charlotte Burrie**  
*Vice Mayor, Pompano Beach*  
**Bryan Caletka**  
*Councilmember, Davie*  
**Dan Daley**  
*Commissioner, Coral Springs*  
**Thomas Dorsett**  
*Commissioner, West Park*  
**Harry Dressler**  
*Mayor, Tamarac*  
**Tom Green**  
*Commissioner, Wilton Manors*  
**Albert Jones**  
*Commissioner, Dania Beach*  
**Marty Kiar**  
*Vice Mayor, Broward County*  
**Keith London**  
*Commissioner, Hallandale Beach*  
**Shari McCartney**  
*Commissioner, Oakland Park*  
**Doug McKay**  
*Councilmember, Southwest Ranches*  
**Wayne Messam**  
*Commissioner, Miramar*  
**Ashira Mohammed**  
*Mayor, Pembroke Park*  
**Lesia Peerman**  
*Commissioner, Margate*  
**Eileen Rathery**  
*Commissioner, Lauderdale Lakes*  
**Donald K. Rosen**  
*Deputy Mayor, Sunrise*  
**Richard Rosenzweig**  
*Commissioner, Deerfield Beach*  
**Claire Schubert**  
*Mayor, Hillsboro Beach*  
**Iris Siple**  
*Commissioner, Pembroke Pines*  
**Elliot Sokolow**  
*Commissioner, Lauderdale-by-the-Sea*  
**Greg Solitto**  
*Councilmember, Sea Ranch Lakes*  
**Ken Thurston**  
*Commissioner, Lauderhill*  
**Becky Tooley**  
*Mayor, Coconut Creek*  
**Dean Trantalis**  
*Commissioner, Fort Lauderdale*  
**Glenn Troast**  
*Mayor, Lighthouse Point*

According to the League By-Laws, each City shall appoint a Director, Alternate and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.

**PLEASE NOTE:**

- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees and constituents concerning actions taken or to be taken by the Board of Directors or the General Membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors. Directors are responsible for representing the collective interests of the entire general membership.
- Attendance Requirements: An absent member of the Board of Directors may submit an excuse for such absence from a Board of Directors meeting. Any member of the Board of Directors who has three (3) absences per year from regular Board of Directors meetings shall automatically be removed from said Board. The Alternate member from that city shall assume the position of a member of the Board of Directors. The Board of Directors may request that the respective municipality appoint a new Alternate. Please see the attached 2014-15 attendance matrix.

Please agenda this item for your next commission meeting so that all appointments are concluded by March 27, 2015. Upon commission action, please complete the information below and return to the League office by March 30, 2015.

Municipality: \_\_\_\_\_

Commissioner/Council Appointments:

Director: \_\_\_\_\_

Alternate: \_\_\_\_\_

Second Alternate: \_\_\_\_\_



**Mary Lou Tighe**  
*Executive Director*  
**Sely Cochrane**  
*Deputy Executive Director*

Suite 122 Governmental Center, 115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Phone: 954.357.7370 Fax: 954.357.5563  
Internet: www.browardleague.org

## Board Meeting Attendance 2014-2015

	6/5/2014	7/10/2014	9/4/2014	10/2/2014	11/6/2014	12/4/2014	1/8/2015	2/5/2015	3/5/2015	4/2/2015	5/7/2015
Patricia Asseff	YES	YES	YES	YES	YES	YES	YES	YES			
David Rosenof	EX	YES	YES	YES	YES	YES	YES	YES			
Greg Ross	YES	YES	EX	YES	YES	YES	YES	YES			
Gary Resnick	YES	YES	EX	EX	YES	YES	YES	EX			
Susan Starkey	YES	YES	YES	YES	YES	EX	EX	YES			
Margaret Bates	EX	EX	YES	YES	YES	YES	YES	EX			
Joy Cooper	YES	YES	NO	NO	NO	NO	NO	NO			
Lori Moseley	YES	YES	YES	YES	EX	YES	YES	EX			
Frank Ortis	YES	YES	NO	YES	YES	EX	YES	EX			
Diane Veltri Bendekovic	YES	NO	YES	NO	YES	YES	EX	EX			
Jack Brady	YES	EX	YES	YES	YES	NO	NO	EX			
Charlotte Burrie	~	~	~	~	~	~	EX	EX			
Bryan Caletka	NO	NO	NO	NO	NO	ALT	NO	NO			
Dan Daley	~	~	~	~	~	NO	YES	NO			
Thomas Dorsett	YES	YES	YES	YES	YES	YES	YES	EX			
Harry Dressler	YES	EX	YES	YES	YES	YES	YES	EX			
Tom Green	YES	YES	YES	YES	YES	ALT	YES	EX			
Albert Jones	EX	EX	EX	NO	NO	NO	YES	NO			
Marty Kiar	YES	NO	YES	YES	NO	EX	YES	YES			
Michelle Lazarow	NO	NO	NO	NO	NO	NO	YES	NO			
Shari McCartney	~	~	NO	NO	NO	NO	NO	NO			
Doug McKay	NO	NO	NO	NO	NO	NO	NO	NO			
Wayne Messam	YES	YES	YES	NO	NO	YES	YES	NO			
Ashira Mohammed	YES	NO	YES	YES	NO	NO	YES	NO			
Jim Norton	YES	YES	YES	YES	YES	YES	YES	YES			
Lesa Peerman	YES	YES	YES	ALT	NO	YES	YES	EX			
Eileen Rathery	YES	NO	YES	EX	YES	NO	NO	NO			
Donald Rosen	YES	YES	YES	YES	YES	YES	EX	YES			
Richard Rosenzweig	YES	YES	YES	YES	YES	YES	YES	YES			
Claire Schubert	YES	YES	YES	YES	YES	EX	YES	YES			
Iris Siple	YES	YES	YES	YES	EX	YES	NO	YES			
Elliot Sokolow	YES	YES	YES	YES	YES	EX	YES	YES			
Greg Sollitto	YES	YES	NO	YES	YES	EX	YES	YES			
Ken Thurston	YES	YES	YES	EX	EX	YES	NO	YES			
Becky Tooley	~	~	~	~	~	~	~	EX			
Dean Trantalis	EX	YES	YES	ALT	YES	YES	NO	YES			
Glenn Troast	EX	NO	NO	NO	NO	NO	NO	NO			