

MEMORANDUM

Purchasing #15-059
March 20, 2015

To: Dennis W. Beach, City Manager

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

From: Cassandra LeMasurier, Purchasing Supervisor *CL*

Subject: Approval to Piggyback Florida Sheriffs Association Contract #15/17-07-0220

The Public Works Department, Fleet Services, orders Goodyear and Michelin brand tires for routine maintenance of the motor pool fleet. Tires are purchased based on the Florida Sheriffs Association contract #15/17-07-0220. This contract is based on a competitive bid, and City Code allows us to piggyback on a contract of this type. The contract provides discounted pricing on Goodyear and Michelin tires purchased through authorized distributors. Although all items purchased are small dollar value, the estimated annual expenditure may total \$180,000.

City Commission approval is requested to purchase Goodyear and Michelin brand tires, as needed, from The Goodyear Tires and Rubber Company and Michelin North America Inc. through their local distributors, based upon the Florida Sheriffs Association contract, which is valid through February 28, 2017, with two (2) one (1) year renewal options available.

Attached is a memo from Fleet Manager, Forrest Hall and the applicable pages from the Florida Sheriffs Association contract.

Enclosures

cc: file



Fleet Services Division

Memo: 15-0319

Date: March 19, 2015

To: Otis Thomas, Purchasing Director

From: Forrest Hall, Fleet Manager 

Subject: Florida Sheriffs Association Contract/ Tire bid

Bid # 15/17-07-0220, Valid Thru 2/28/17

We order Goodyear tires and Michelin tires from this contract; the tires are used to maintain city vehicles which include sedans, light duty trucks, fire rescues, fire trucks, heavy duty trucks, heavy equipment, agriculture equipment, trailers and lawn equipment.

We anticipate on spending \$140,000.00 per year on the purchase of new Goodyear tires.

We anticipate on spending \$40,000.00 per year on the purchase of new Michelin tires. The total amount for tire purchase will be \$180,000.00 per year.

The money used is from the maintenance account: (507-5720-597-4620)

The Michelin tires are purchased thru St. Lucie Battery and Tire Company.

The Goodyear tires are purchased thru Tiresoles of Broward.



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

DATE: February 26, 2015

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey Andrew Terpak Becky Keillor
Executive Director Business Operations Mgr. Bid Coordinator

RE: TIRE & OTHER RELATED SERVICES
BID NO.15/17-07-0220

The Florida Sheriffs Association is pleased to announce our successful statewide competitive bid for Tires and Other Related Services. This year we have improved our webpage to assist our eligible users to research the tire sizes and pricing they need.

This bid is extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county boards of public instruction, municipalities and other local public or public safety agencies or authorities.

In addition to the eligible users referenced above and with the consent of the successful bidder(s) purchases may be made under the Terms and Conditions of this contract by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract.

The Awarded Vendors include the following Manufacturer's/Dealer's:

- Bridgestone
- Continental
- Goodyear
- Michelin
- Trelleborg

To access this bid, please visit our website at:

http://www.flsheriffs.org/purchasing_programs/cooperative-fleet/tire-contract/dealer-directory

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
A OK TIRE MART	200 WEST MAIN ST	APOPKA	FL	32703	(407) 889-7074	X	X	X			D.GLEN WILLIAMS-OWNER
ACTION-GATOR TIRE	2213 E SEMORAN BLVD	APOPKA	FL	32703	(407) 880-2488	X	X				FRED CHRISTENSEN-PRES
THE TIRE CHOICE	2691 NE 203RD ST	AVENTURA	FL	33180	(585) 647-6400	X	X				
BIG "T" TIRE	1109 W MAIN ST	AVON PARK	FL	33825	(863) 452-2031	X	X	X			VIRGIL MCINVALE
GOODYEAR AUTO SERVICE CTR #2439	390 EAST VAN FLEET DRIVE	BARTOW	FL	33830	(863) 533-4136	X	X				
CAR CARE CENTER #20	1000 W. CAR CARE DRIVE	BAY LAKE	FL	32830	(407) 824-0976	X	X				
AKRON TIRE CO INC	41 S E AVE C	BELLE GLADE	FL	33430	(561) 996-6556	X	X	X	X		STEPHEN H STAFFORD-PRES
BASILINE TIRE SERVICE	10950 SE HWY 441	BELLEVUE	FL	34420	(352) 245-7070	X	X				ROBERT L GARZA-OWNER
GEORGE'S WHOLESALE TIRE & AUTO SERVICE	3260 N LECANTO HWY	BEVERLY HILLS	FL	34465	(352) 527-1712	X	X				VINCENT CAPOBIANCO-PRESIDENT
THE TIRE CHOICE	22923 SANDALFOOT PLAZA DR	BOCA RATON	FL	33428	(585) 647-6400	X	X				
BOCA RATON TIRE CENTER	10 NW 28TH ST	BOCA RATON	FL	33431	(561) 391-6666	X	X				FRED CHRISTENSEN-PRESIDENT
GOLD COAST TIRE OF WEST BOCA	22923 SANDALFOOT PLAZA DR	BOCA RATON	FL	33428	(561) 488-1822	X	X				JOSH ORETSKI-PRESIDENT
GOODYEAR AUTO SERVICE CTR #6625	199 NW 1ST AVE	BOCA RATON	FL	33432-3810	(561) 368-3898	X	X				
SON'S TIRE INC	202 SOUTH WAUKESHA ST	BONIFAY	FL	32425	(850) 547-3388	X	X	X			LARRY COOK-OWNER
THE TIRE CHOICE	12831 TRADE CENTER DR	BONITA SPRINGS	FL	34135	(585) 647-6400	X	X				
EASY PAY TIRE CO INC	619 N FEDERAL HIGHWAY	BOYNTON BEACH	FL	33435	(561) 732-2696	X	X	X			
THE TIRE CHOICE	3940 HYPOLUXO ROAD	BOYNTON BEACH	FL	33436	(585) 647-6400	X	X				
THE TIRE CHOICE	1640 S CONGRESS AVE	BOYNTON BEACH	FL	33426	(585) 647-6400	X	X				
CUSTOMER 1 CAR CARE	9811 JOG RD	BOYNTON BEACH	FL	33437	(561) 732-6664	X	X				WARREN SECKLER-OWNER
GOLD COAST TIRE OF BOYNTON BEACH	1640 S CONGRESS AVE	BOYNTON BEACH	FL	33426	(561) 752-9090	X	X				LLOYD ORETSKY-PRES
THE TIRE CHOICE	5720 RANCH LAKE ROAD	BRADENTON	FL	34202	(585) 647-6400	X	X				
KAUFFMAN TIRE INC	6008 LAKEWOOD RANCH BLVD	BRADENTON	FL	34211	(941) 238-0193	X	X				MARK KAUFFMAN-PRESIDENT
MCGEE AUTO SERVICE & TIRES	5202 E SR 64	BRADENTON	FL	34208	(941) 749-6100	X	X	X			MIKE MCGEE-PRESIDENT
MCGEE AUTO SERVICE & TIRES	8712 SR 70 E	BRADENTON	FL	34202	(941) 755-8394	X	X	X			MIKE MCGEE-PRESIDENT
SHEPHERD TIRE	3949 14TH ST W	BRADENTON	FL	34205-6003	(941) 746-7885	X	X				LARRY SHEPHERD-PRESIDENT
KAUFFMAN TIRE/BRANDON	900 LITHIA PINECREST RD	BRANDON	FL	33511	(813) 982-3500	X	X	X			MARK KAUFFMAN-PRESIDENT
LONG TIRE AND AUTO SERVICE CENTER	2015 TOWN CENTER BLVD	BRANDON	FL	33511	(813) 643-6503	X	X				BUDDY LONG-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2485	740 BROAD ST	BROOKSVILLE	FL	34601	(352) 796-4961	X	X				
GOODYEAR AUTO SERVICE CTR #2525	2144 DEL PRADO BLVD SOUTH	CAPE CORAL	FL	33904	(239) 574-3539	X	X				
ACTION-GATOR TIRE	5700 S HWY 17-92	CASSELBERRY	FL	32707	(407) 830-6401	X	X				FRED CHRISTENSEN
ACTION GATOR TIRE #19	980 N SEMORAN BLVD	CASSELBERRY	FL	32707	(407) 331-6868	X	X				FRED CHRISTENSEN-PRES
MCGEE AUTO SERVICE & TIRES	235 S BELCHER RD	CLEARWATER	FL	33765	(727) 799-4800	X	X	X			MIKE MCGEE-PRESIDENT
WINGFOOT COMMERCIAL TIRE	11601 47TH STREET NORTH	CLEARWATER	FL	33762	(727) 299-0722				X		
GOODYEAR AUTO SERVICE CTR #2434	1196 CLEVELAND ST	CLEARWATER	FL	33755	(727) 446-8311	X	X				
GOODYEAR AUTO SERVICE CTR #2452	4115 E BAY DR	CLEARWATER	FL	33764	(727) 536-9404	X	X				
MIKE'S FLEET SERVICE	15920 BABAIR LANE	CLERMONT	FL	34715	(352) 217-2039			X			MIKE SOKOL-PRESIDENT
ACTION-GATOR TIRE	591 E HWY 50	CLERMONT	FL	34711	(352) 394-4067	X	X				FRED CHRISTENSEN-PRESIDENT
ROBBIE TIRE CO	121 S BOND ST	CLEWISTON	FL	33440	(863) 983-6197	X	X	X	X		STEPHEN H STAFFORD-PRES
FRANKS TIRE & AUTO SERVICE	805 FLORIDA AVE	COCOA	FL	32922	(321) 635-8473	X	X				ROBERTO MATUS
GATTO'S TIRE & AUTO SERVICE	500 A N COCOA BLVD	COCOA	FL	32922-7562	(321) 632-7500	X	X	X	X		MV GATTO-PRES
THE TIRE CHOICE	4589 W HILLSBORO BLVD	COCONUT CREEK	FL	33073	(585) 647-6400	X	X				
THE TIRE CHOICE	1509 LYONS ROAD	COCONUT CREEK	FL	33063	(585) 647-6400	X	X				
GOLD COAST TIRE & AUTO OF COCONUT CRK	1509 LYONS RD	COCONUT CREEK	FL	33063	(954) 975-0888	X	X				LLOYD ORETSKY
GOLD COAST TIRE & AUTO WEST DEERFIE	4589 HILLSBORO BLVD	COCONUT CREEK	FL	33073	(954) 421-0444	X	X				LLOYD ORETSKY-OWNER
GOODYEAR AUTO SERVICE CTR #6651	3690 BIRD AVE	CORAL GABLES	FL	33133	(305) 446-8101	X	X				
THE TIRE CHOICE	4620 CORAL RIDGE DR	CORAL SPRINGS	FL	33076	(585) 647-6400	X	X				
THE TIRE CHOICE	8090 WILES ROAD	CORAL SPRINGS	FL	33067	(585) 647-6400	X	X				
GOLD COAST TIRE OF CORAL WEST	4620 CORAL RIDGE DR	CORAL SPRINGS	FL	33076	(954) 255-8522	X	X				LLOYD ORETSKY-OWNER
GOLD COAST TIRE & AUTO OF CORAL SPR	8090 WILES RD	CORAL SPRINGS	FL	33067	(954) 755-5584	X	X				LLOYD ORETSKY-OWNER
CRESTVIEW TIRE	615 N FERDON BLVD	CRESTVIEW	FL	32536	(850) 682-5121	X	X				JIM MEAGER
CUTLER BAY TIRE & AUTO SVC CTR	20390 SOUTH DIXIE HWY	CUTLER BAY	FL	33189	(305) 233-5241	X	X				MICHELE PEDERSEN-PRESIDENT
RICK CASE HONDA	15700 RICK CASE HONDA WAY	DAVIE	FL	33331	(954) 364-3108	X	X				RICK CASE
MARTINO TIRE	1124 SW 101ST RD	DAVIE	FL	33324	(954) 577-2000	X	X				SULEMAN DAUD-MGR
LUCYS TIRE/FALCON TIRE-FT LAUD	4400 OAKES RD	DAVIE	FL	33314	(305) 593-2028			X			JOSE RIOS-PRESIDENT
DAVIE TIRE OUTLET	5841 SW 45TH ST	DAVIE	FL	33314	(954) 321-6618	X	X	X			STEVE STAFFORD-PRES
KOVAC AUTOMOTIVE	2770 DAVIE RD	DAVIE	FL	33314-3494	(954) 792-7357	X	X				
MCGEE TIRE STORE	148 N RIDGEWOOD AVE	DAYTONA BEACH	FL	32114	(386) 252-7661	X	X	X			MIKE MCGEE-PRESIDENT
DEERFIELD TIRE CENTER	377 S FEDERAL HWY	DEERFIELD BEACH	FL	33441	(954) 427-4820	X	X				FRED CHRISTENSEN-PRESIDENT
TIRE SOLES OF BROWARD	1865 SOUTH POWERLINE RD	DEERFIELD BEACH	FL	33442	(954) 941-1373	X	X	X	X		CHARLES RIGL-PRES
NATIONAL TIRE BROKERS	829 W NELSON AVE	DEFUNIAK SPRINGS	FL	32433	(850) 892-5191			X	X		BOB CUMMINGS-PRES
L & H AUTOMOTIVE & TIRE SVC	1050 W NELSON AVE	DEFUNIAK SPRINGS	FL	32433	(850) 892-3164	X	X				GUY MICHAEL DARR-PRESIDENT
MCGEE TIRE STORES	680 N SPRING GARDEN AVE	DELAND	FL	32720	(386) 740-8996	X	X	X			MIKE MCGEE-PRESIDENT
THE TIRE CHOICE	4715 WEST ATLANTIC AVE	DELRAY BEACH	FL	33445	(585) 647-6400	X	X				
GOLD COAST TIRE OF DELRAY BEACH	4715 W ATLANTIC AVE	DELRAY BEACH	FL	33445	(561) 638-5526	X	X				LLOYD ORETSKY - PRESIDENT

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
EXPERT CAR CARE	2123 SAXON BLVD	DELTONA	FL	32725	(386) 789-2329	X	X	X			JAMES SADA-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2248	12340 EMERALD COAST PARKWAY W	DESTIN	FL	32550	(850) 269-2522	X	X				
BEACON AUTO CARE INC	8701 NW 13 TERR	DORAL	FL	33172	(305) 471-8400	X	X				DAVID PEREZ - OWNER
RUSSO TIRES	8260 NW 58TH ST	DORAL	FL	33166	(305) 513-4501	X	X				GIUSEPPE RUSSO - OWNER
DORAL TIRE AND SERVICE CORP	2010 NW 107 AVE	DORAL	FL	33172	(305) 592-8000	X	X				HUMBERTO FERNANDEZ-PRESIDENT
MC GEE TIRE STORE	28919 HWY 27	DUNDEE	FL	33838	(863) 439-8473	X	X	X			MIKE MCGREE-PRES
MC GEE TIRE STORES INC		EATON PARK	FL	33840	(813) 890-8473			X			JOHN MCGEE-PRES
THE TIRE CHOICE	10451 CORKSCREW COMMONS DR	ESTERO	FL	33928	(585) 647-6400	X	X				
CORAL RIDGE TIRE & AUTO CARE	3500 N FEDERAL HWY	FORT LAUDERDALE	FL	33308	(954) 565-5594	X	X				JOHN MICHAEL DONNELLY-DIRECTOR
WAGNER TIRE COMPANY	1740 E SUNRISE BLVD	FORT LAUDERDALE	FL	33304	(954) 463-7588	X	X				CHUCK WAGNER-OWNER
GOODYEAR AUTO SERVICE CTR #2537	11 NORTH ANDREWS AVE	FORT LAUDERDALE	FL	33301	(954) 463-0411	X	X				
A-EXPERT TIRE AND SERVICE INC	8794 ALICO RD	FORT MYERS	FL	33912	(239) 590-0300			X			KEVIN MCNALLY - VICE PRESIDENT
MC GEE TIRE STORES INC	5581 ZIP DRIVE	FORT MYERS	FL	33905	(239) 362-3025	X	X	X			MIKE MCGEE
THE TIRE CHOICE	8600 GLADIOLUS DRIVE	FORT MYERS	FL	33908	(585) 647-6400	X	X				
THE TIRE CHOICE	9002 ROLFES ROAD	FORT MYERS	FL	33966	(585) 647-6400	X	X				
THE TIRE CHOICE	13621 FIDDLESTICKS BLVD	FORT MYERS	FL	33912	(585) 647-6400	X	X				
WALTER'S AUTO SERVICE CENTER	15135 MCGREGOR BLVD	FORT MYERS	FL	33908	(239) 437-0377	X	X				WALTER MERCIER-PRESIDENT
TIRESOLES/ELPEX TIRE	5575 OKEECHOBEE RD	FORT PIERCE	FL	34947-5317	(772) 464-4211	X	X	X			CHARLES RIGL-PRES
GOODYEAR AUTO SERVICE CTR #6672	2604 SOUTH FEDERAL HIGHWAY	FORT PIERCE	FL	34952	(772) 464-8022	X	X				
MARTINO TIRE	1050 W COMMERCIAL BLVD	FT LAUDERDALE	FL	33309	(954) 475-6030	X	X				SULEMAN DAUD-MGR
TIRE HUT INC	1250 W SUNRISE BLVD	FT LAUDERDALE	FL	33311	(954) 462-7780	X	X				JERRY ROSENTHAL - OWNER
KAUFFMAN TIRE INC	3545 W UNIVERSITY AVE	GAINESVILLE	FL	32607	(352) 244-9842	X	X				MARK KAUFFMAN-PRESIDENT
TOWN TIRE SERVICE CENTERS	7030 SW ARCHER RD	GAINESVILLE	FL	32608	(352) 384-0555	X	X				ERNE TURBYFILL
TOWN TIRE SERVICE CENTERS	605 NW 8TH AVE	GAINESVILLE	FL	32601-5074	(352) 378-2333	X	X				G E TURBYFILL SR
TOWN TIRE COMMERCIAL SERVICE CENTER	5105 SW 41ST BLVD	GAINESVILLE	FL	32608	(352) 371-6209	X	X	X			G E TURBYFILL SR
GOODYEAR AUTO SERVICE CTR #2440	1211 N MAIN ST	GAINESVILLE	FL	32601	(352) 372-3537	X	X				
GOODYEAR AUTO SERVICE CTR #2586	407 NW 75TH ST	GAINESVILLE	FL	32607	(352) 332-5111	X	X				
GOODYEAR AUTO SERVICE CTR #6666	3838 JOG ROAD	GREENACRES	FL	33463	(561) 968-1014	X	X				
VANNOYS TIRES INC	3425 GULF BREEZE PKWY	GULF BREEZE	FL	32563	(850) 916-0912	X	X				JEFF VANNOY - OWNER/PRESIDENT
GULF BREEZE TIRE CENTRE	2983 GULF BREEZE PKWY/HWY 98	GULF BREEZE	FL	32563	(850) 932-4250	X	X				RANDAL LEDDY-PRES
GOODYEAR AUTO SERVICE CTR #2472	100 MAXCY PLAZA CIRCLE	HAINES CITY	FL	33844	(863) 422-4965	X	X				
MIAMI TIRE SOLES	7800 N W 103RD ST	HIALEAH	FL	33016	(305) 821-2121	X	X	X			CHARLIE RIGL
D SHOP TIRES & AUTO REPAIRS	11603 W OKEECHOBEE RD	HIALEAH	FL	33018	(305) 551-6911	X	X				NANCY M RAMOS-PRESIDENT
FESTIVAL TIRES	4696 PALM AVE	HIALEAH	FL	33012	(305) 512-9662	X	X				ANGEL MEDIAVILLA-OWNER
WESTLAND AUTO CENTER	4000 WEST 16TH AVE	HIALEAH	FL	33012	(305) 557-8888	X	X				JOSE A DELEON-PRESIDENT
271 HIALEAH AUTOMOTIVE CORP	271 EAST FIRST AVE	HIALEAH	FL	33010	(305) 887-5583	X	X				FREDDY GORRA JR-OWNER
GOODYEAR AUTO SERVICE CTR #6641	2670 W 68TH ST	HIALEAH	FL	33016	(305) 819-7433	X	X				
LEONE TIRE AND AUTO	2424 US HWY 19 N	HOLIDAY	FL	34691	(727) 934-5470	X	X				MIKE LEONE-OWNER
FLEET TIRE TRUCK & AUTO	5911 PEMBROKE ROAD	HOLLYWOOD	FL	33023	(954) 989-2600	X	X	X			JACQUELINE E ATCHISSON
UNIVERSITY AUTO CENTER	3303 N UNIVERSITY DR	HOLLYWOOD	FL	33024	(954) 450-3696	X	X				GEORGE STRATOUDAKIS
GOODYEAR AUTO SERVICE CTR #2544	2825 HOLLYWOOD BLVD	HOLLYWOOD	FL	33020	(954) 923-6521	X	X				
GOODYEAR AUTO SERVICE CTR #6647	497 S STATE ROAD 7	HOLLYWOOD	FL	33023	(954) 987-0450	X	X				
CARL PELT & SONS INC	289 SO KROME AVE	HOMESTEAD	FL	33030-1208	(305) 247-1428	X	X	X			CARL PELT
HOMESTEAD TIRE AND AUTO SERVICE CENTER	406 WASHINGTON AVE	HOMESTEAD	FL	33030	(305) 245-9533	X	X				KEVIN PEDERSEN-PRESIDENT
GOODYEAR AUTO SERVICE CTR #6675	30100 S DIXIE HWY	HOMESTEAD	FL	33030	(305) 247-6966	X	X				
EXPRESS CARE LLC	16087 SW WARFIELD BLVD	INDIANTOWN	FL	34956	(772) 597-3741	X	X				ROGER HOPSON
TMT AUTO CLINIC INC	1117 SR 20	INTERLACHEN	FL	32148	(386) 684-1901	X	X				LEAH-TOM WILLIAMS
TUBELS COMPLETE AUTO CARE	5500 JAMMES RD	JACKSONVILLE	FL	32244	(904) 778-8777	X	X	X			RAY TUBLES JR = PRESIDENT
CAMPING WORLD INC	9012 BEACH BLVD	JACKSONVILLE	FL	32216	(904) 866-4415	X	X	X			TERRY GRAHAM - BUYER
JULINGTON TIRE CENTER	500 STATE ROAD 13 NORTH	JACKSONVILLE	FL	32259-2833	(904) 230-2677	X	X				CHARLIE DISON - PRESIDENT
AUTO SPOT TIRE PROS	13958 VILLAGE LAKE CIRCLE	JACKSONVILLE	FL	32258	(904) 998-9393	X	X				CAMI MOURAO-PRESIDENT
MONUMENT ROAD TIRE & SERVICE	1471 MONUMENT RD	JACKSONVILLE	FL	32225	(904) 997-1000	X	X				A D PRESTON III-PRES
TIRE SOLES OF JACKSONVILLE	1475 PICKETTVILLE RD	JACKSONVILLE	FL	32220	(904) 378-0090	X	X	X			CHARLES RIGL-PRES
BIG CHIEF TIRE CO. INC.	5444 NORMANDY BLVD	JACKSONVILLE	FL	32205	(904) 786-0721	X	X				FRITZ PARMAN-OWNER
THE AUTO SPOT	9718 TOUCHTON RD	JACKSONVILLE	FL	32246	(904) 998-9393	X	X				CAMI MOURAO
ARLINGTON TIRE & SERVICE CENTER	5807 MERRILL RD	JACKSONVILLE	FL	32277	(904) 743-6294	X	X				A D PRESTON III-PRES
KAUFFMAN TIRE/JACKSONVILLE	5885 MINING TERRACE	JACKSONVILLE	FL	32257	(904) 260-8700			X			JOHN KAUFFMAN
WINGFOOT COMMERCIAL TIRE	450 LANE AVE N	JACKSONVILLE	FL	32254	(904) 783-2541			X	X		
TUBELS SERVICE CENTER	3483 PHILLIPS HWY	JACKSONVILLE	FL	32207	(904) 398-4545	X	X				PATRICIA TUBEL-CO-OWNER
GOODYEAR AUTO SERVICE CTR #2426	817 N CLAY ST	JACKSONVILLE	FL	32202	(904) 598-1001	X	X				
GOODYEAR AUTO SERVICE CTR #2433	675 SKYMARKS DR	JACKSONVILLE	FL	32218	(904) 714-9065	X	X				
GOODYEAR AUTO SERVICE CTR #2448	11800 SAN JOSE BLVD	JACKSONVILLE	FL	32223	(904) 262-0090	X	X				
GOODYEAR AUTO SERVICE CTR #2450	4593 SAN JUAN	JACKSONVILLE	FL	32210	(904) 389-3671	X	X				
GOODYEAR AUTO SERVICE CTR #2458	40 GIRVIN RD	JACKSONVILLE	FL	32225	(904) 220-4929	X	X				

GOODYEAR TIRE AND RUBBER COMPANY
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GOODYEAR AUTO SERVICE CTR #2587	9927 ATLANTIC BLVD	JACKSONVILLE	FL	32225	(904) 724-5111	X	X				
GOODYEAR AUTO SERVICE CTR #2593	1740 SOUTH 3RD ST	JACKSONVILLE	FL	32250	(904) 241-0555	X	X				
GOODYEAR AUTO SERVICE CTR #2595	7680 103RD ST	JACKSONVILLE	FL	32210	(904) 779-5111	X	X				
TUBELS SERVICE CENTER	11411 N MAIN ST	JACKSONVILLE	FL	32218	(904) 757-8100	X	X	X			PATRICIA H TUBEL-PRES
GOODYEAR AUTO SERVICE CTR #2527	1350 W INDIANTOWN RD	JUPITER	FL	33458	(561) 741-4379	X	X				
BANNER TIRE KEY WEST INC	2312 N ROOSEVELT BLVD	KEY WEST	FL	33040-3836	(305) 296-6528	X	X	X			ARCADIO RODRIGUEZ
ACTION-GATOR TIRE #15	1312 N JOHN YOUNG PKWY	KISSIMMEE	FL	34741	(407) 239-1280	X	X				FRED CHRISTENSEN-PRES
ACTION-GATOR TIRE	4135 W VINE ST	KISSIMMEE	FL	34741	(407) 343-1399	X	X				FRED CHRISTENSEN
GOODYEAR AUTO SERVICE CTR #2421	1031 BUENAVENTURA BLVD	KISSIMMEE	FL	34743	(407) 344-8108	X	X				
GOODYEAR AUTO SERVICE CTR #2420	863 N HWY 27	LADY LAKE	FL	32159	(352) 751-1119	X	X				
ACTION GATOR TIRE #29	4416 W LAKE MARY BLVD	LAKE MARY	FL	32746	(407) 829-2191	X	X				FRED CHRISTENSEN
SEMINOLE TIRE COMPANY INC	624 US HWY 27 SOUTH	LAKE PLACID	FL	33852	(863) 465-5057	X	X				LARRY M SAPP-PRES
MCGEE TIRE STORE	203 DOMARIS AVENUE	LAKE WALES	FL	33853	(863) 676-3423	X	X	X			MIKE MCGREE-PRES
THE TIRE CHOICE	4601 W HYPOLUXO RD	LAKE WORTH	FL	33463	(585) 647-6400	X	X				
CAR CLINIC	1401 N DIXIE HWY	LAKE WORTH	FL	33460	(561) 547-4700	X	X				JORGE GOYANES-PRESIDENT
GOLD COAST TIRE OF HYPOLUXO ROAD	4601 W HYPOLUXO RD	LAKE WORTH	FL	33463	(561) 964-0200	X	X				LLOYD ORETSKY-OWNER
TIRESOLES OF BROWARD INC	401 RINKER WAY	LAKE WORTH	FL	33461-3818	(561) 588-2777	X	X		X		CHARLES RIGL-PRES
TIRESOLES/ELPEX TIRE	402 RINKER WAY	LAKE WORTH	FL	33461	(561) 588-2777	X	X	X			CHARLES RIGL-PRES
GOODYEAR AUTO SERVICE CTR #6642	4358 S SR 7	LAKE WORTH	FL	33467	(561) 304-7344	X	X				
KAUFFMAN TIRE INC	5065 US HIGHWAY 98	LAKELAND	FL	33846	(863) 937-0700	X	X				MARK KAUFFMAN-PRESIDENT
MCGEE TIRE STORE	4304 4304 SOUTH FLORIDA AVENUE	LAKELAND	FL	33813	(863) 646-8518	X	X	X			JOHN MCGEE
B&L TIRE SALES	3401 HWY 98 S	LAKELAND	FL	33803-7376	(863) 665-1617	X	X				CHRIS CRAWFORD
MCGEE TIRE STORE	5020 US HWY 98 N	LAKELAND	FL	33809	(863) 858-4477	X	X	X			JOHN MCGEE PR
MCGEE TIRE CORP OFFICE	4304 SOUTH FLORIDA AVE	LAKELAND	FL	33813	(561) 283-7956	X	X	X			JOHN MCGEE-PRES
MCGEE TIRE STORES INC	3939 HWY 98 S	LAKELAND	FL	33812	(863) 667-3702			X			JOHN MCGEE-PRES
MCGEE TIRE STORE	3939 US HWY 98 S	LAKELAND	FL	33812	(863) 667-3347	X	X	X	X		JOHN MCGEE-PRES
MCGEE TIRE STORE	2636 LASSO LANE	LAKELAND	FL	33801	(863) 665-8473			X			JOHN MCGEE-PRES
THE TIRE CHOICE	2267 COLLIER PARKWAY	LAND O'LAKES	FL	34639	(585) 647-6400	X	X				
THE TIRE CHOICE	13399 SEMINOLE BLVD	LARGO	FL	33778	(585) 647-6400	X	X				
C & E AUTO	11901 INDIAN ROCKS RD	LARGO	FL	33774	(727) 596-9551	X	X				EARL CHAMBERS III-PRES
WINGFOOT COMMERCIAL TIRE	901 NW 31ST AVE	LAUDERHILL	FL	33311	(954) 583-9499			X	X		
THE TIRE CHOICE	16505 FISH HAWK BLVD	LITHIA	FL	33547	(585) 647-6400	X	X				
THE TIRE CHOICE	18951 STATE ROAD 54	LUTZ	FL	33558	(585) 647-6400	X	X				
MACCLENNY TIRE	112 S 6TH STREET	MACCLENNY	FL	32063	(904) 259-8555	X	X				PHIL DUVAL - PRESIDENT
MARTINO TIRE	2189 NORTH STATE ROAD 7	MARGATE	FL	33063	(954) 366-1306	X	X				MINOO MEHTA - GENERAL MGR
THE TIRE CHOICE	5700 ROYAL PALM BLVD	MARGATE	FL	33063	(585) 647-6400	X	X				
TA MARIANNA #178	I 10 & SR 71	MARIANNA	FL	32446	(850) 526-3303			X			
FALCON TIRE	12950 NW SOUTH RIVER DR	MEDLEY	FL	33178	(305) 883-8393	X	X	X			JOSE RIOS-PRESIDENT
GATTO'S TIRE & AUTO SERVICE	2965 BUSH DR	MELBOURNE	FL	32935	(321) 421-6600	X	X				PAM GATTO-OWNER
GATTO'S TIRES & AUTO SERVICE	15 W HIBISCUS BLVD	MELBOURNE	FL	32901	(321) 727-3322	X	X		X		MV GATTO-PRES
GATTO'S TIRES & AUTO SERVICE	855 N COURTENAY PKWY	MERRITT ISLAND	FL	32953-4638	(321) 452-4747	X	X				MV GATTO-PRES
TIRE SPEED SHOP	6868 SW 8TH ST	MIAMI	FL	33144	(305) 266-4777	X	X				ALEXANDER MARINO - MANAGER
TECH & TIRES	8761 SW 40TH STREET	MIAMI	FL	33165	(305) 229-1820	X	X				KENIA VILLALTA - PRESIDENT
PAUL'S TIRE INC	7601 NW 66TH ST	MIAMI	FL	33166	(305) 592-0509	X	X				PAUL SEAMAN - OWNER
MARTINO TIRE	13150 SW 87TH AVE	MIAMI	FL	33176	(786) 842-3540	X	X				MINOO MEHTA - GENERAL MGR
DSHOP TIRES & AUTO REPAIRS INC	10550 BISCAYNE BLVD	MIAMI	FL	33184	(305) 891-5400	X	X				NANCY M RAMOS-PRESIDENT
MARTINO TIRE	6795 SW 40TH ST	MIAMI	FL	33155	(305) 666-0633	X	X				SULEMAN DAUD-MGR
D SHOP TIRES & AUTO REPAIRS	11980 SW 8TH ST	MIAMI	FL	33184	(305) 551-6911	X	X				NANCY M RAMOS-PRESIDENT
MARTINO TIRE	9840 NW 25TH STREET	MIAMI	FL	33172	(305) 406-3811	X	X				SULEMAN DAUD-MGR
MARTINO TIRE	13790 SW 56TH ST	MIAMI	FL	33175	(561) 784-7811	X	X				SULEMAN DAUD-MGR
D SHOP TIRES & AUTO REPAIR	7930 NW 36TH ST STE 13-16	MIAMI	FL	33166	(305) 470-9775	X	X				NACNY M RAMOS-PRESIDENT
GIANT TIRES	20125 NW 67TH AVE	MIAMI	FL	33015	(305) 623-0569	X	X				ANDRES RODRIGUEZ-PRESIDENT
WHEEL WORLD	4690 NW 167TH ST	MIAMI	FL	33054	(305) 625-6731	X	X				BRIAN CHUNG-PRESIDENT
CANERO TIRE CORP	3595 NW 31ST STREET	MIAMI	FL	33142	(305) 633-1169	X	X				ANTONIO CANERO-PRESIDENT
PLATA AUTO LAB	6814 NW 169TH ST	MIAMI	FL	33015	(305) 558-9997	X	X				RAFAEL PLATA-PRESIDENT
DORAL AUTO CARE	5721 NW 36TH ST	MIAMI	FL	33166	(305) 871-1121	X	X				SAMUEL FORNARIS-PRESIDENT
WINGFOOT COMMERCIAL TIRE	3045 NW 119TH ST	MIAMI	FL	33167	(305) 687-3400			X	X		
GOODYEAR AUTO SERVICE CTR #6624	11530 SW 147TH AVE	MIAMI	FL	33173	(305) 385-9753	X	X				
GOODYEAR AUTO SERVICE CTR #6644	9001 S DIXIE HWY	MIAMI	FL	33156	(305) 667-7575	X	X				
GOODYEAR AUTO SERVICE CTR #6645	13872 SW 88TH ST	MIAMI	FL	33186	(305) 387-0128	X	X				
GOODYEAR AUTO SERVICE CTR #6671	10600 N KENDALL DR	MIAMI	FL	33176	(305) 595-1545	X	X				
MARTINO TIRE	1850 ALTON RD	MIAMI BEACH	FL	33139	(305) 532-4807	X	X				SULEMAN DAUD-MGR
FLORIDA FINE CARS	21151 NW 2ND AVE	MIAMI GARDENS	FL	33169	(305) 384-6400	X	X				AMIR AZARPAD - PRESIDENT
KAUFFMAN TIRE/TALAHASSEE	695 COMMERCE BLVD	MIDWAY	FL	32343	(850) 224-8473			X			MARK KAUFFMAN-PRESIDENT

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
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DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
MIDWAY TIRE	1505 COMMERCE BLVD	MIDWAY	FL	32343	(850) 580-4010	X	X	X	X		STEVE STAFFORD-PRESIDENT
COMMERCIAL TRUCK & TIRE LLC	9218 HWY 875	MILTON	FL	32583	(850) 623-0940			X			DAVID WAGNER
EAGLE TIRE AND SERVICE	6425 HWY 90 W	MILTON	FL	32570	(850) 623-2236	X	X	X	X		JAMES R CONDREN
CAPITOL CITY TRAVEL CENTER INC	2716 GAMBLE RD	MONTICELLO	FL	32344	(850) 997-3538			X			ARUN K KUNDRA - PRESIDENT
MCGEE TIRE STORES INC	6867 N CHURCH AVE HWY 37	MULBERRY	FL	33860	(863) 644-7700	X	X	X			MIKE MCGEE-PRES
THE TIRE CHOICE	13020 LINVINGTON ROAD	NAPLES	FL	34105	(585) 647-6400	X	X				
THE TIRE CHOICE	2800 IMMOKALEE ROAD	NAPLES	FL	34110	(585) 647-6400	X	X				
COLLIER CAR CARE CENTER	806 111TH AVENUE NORTH	NAPLES	FL	34108	(239) 594-1010	X	X				ROBERT LLEWELLYN
COLLIER CAR CARE CENTER	6220 COLLIER BLVD	NAPLES	FL	34114	(239) 793-7117	X	X				ROBERT LLEWELLYN
COLLIER TIRE COMMERCIAL CENTER	3906 EXCHANGE AVE	NAPLES	FL	34104	(239) 643-7676			X	X		CHUCK WAGNER-OWNER
GOODYEAR AUTO SERVICE CTR #6652	14275 COLLIER BLVD	NAPLES	FL	34119-9589	(239) 348-3537	X	X				
GOODYEAR AUTO SERVICE CTR #6656	2085 EAST TAMIAMI TRAIL	NAPLES	FL	34112	(239) 774-4443	X	X				
GOODYEAR AUTO SERVICE CTR #2250	8460 NAVARRE PKWY	NAVARRE	FL	32566	(850) 936-1200	X	X				
THE TIRE CHOICE	4710 ROWAN ROAD	NEW PORT RICHEY	FL	34653	(585) 647-6400	X	X				
KAUFFMAN TIRE/LITTLE ROAD	5444 LITTLE RD	NEW PORT RICHEY	FL	34655	(727) 753-0017	X	X	X			MARK KAUFFMAN-PRESIDENT
GOODYEAR TIRE CENTER 1945	5038 US HWY 19	NEW PORT RICHEY	FL	34652-3942	(727) 849-7516	X	X				ROBERT W HOWLEY
TAYLOR TIRE AND SERVICE CENTER INC	4029 LITTLE RD	NEW PORT RICHEY	FL	34653	(727) 376-8888	X	X				MARK TAYLOR-PRES
HILL BROTHERS	623 N DIXIE FREEWAY	NEW SMYRNA BEACH	FL	32168	(386) 428-2741	X	X				BRIAN CARTER
MCGEE AUTO SERVICE & TIRES	1445 S DIXIE FREEWAY	NEW SMYRNA BEACH	FL	32168	(386) 428-5784	X	X	X			MIKE MCGEE-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2249	1056 JOHN SIMS PKWY	NICEVILLE	FL	32578	(850) 678-2522	X	X				
GOODYEAR AUTO SERVICE CTR #2556	12850 WEST DIXIE HWY	NORTH MIAMI	FL	33161	(305) 891-4648	X	X				
GOODYEAR AUTO SERVICE CTR #6654	532 N LAKE BLVD	NORTH PALM BEACH	FL	33408	(561) 848-2544	X	X				
THE TIRE CHOICE	4480 AIDAN LANE	NORTH PORT	FL	34287	(585) 647-6400	X	X				
BUCK'S MASTER CAR CARE	12145 TAMIAMI TRAIL	NORTH PORT	FL	34287	(941) 426-3242	X	X				MARTIN BUCK-PRESIDENT
THE TIRE CHOICE	1210 E COMMERCIAL BLVD	OAKLAND PARK	FL	33334	(585) 647-6400	X	X				
ADVANCED TIRE SERVICE	2418 E SILVER SPRINGS BLVD	OCALA	FL	34470	(352) 236-8825	X	X				JEFF GUINN - OWNER
CHRISTENSEN ENTERPRISES INC	4949 W STATE RD 40	OCALA	FL	34482	(321) 201-5105	X	X	X			FRED CHRISTENSEN
TEE PEE TIRE	10800 SW 91ST AVE	OCALA	FL	34481	(352) 237-5599	X	X				D TERRY PERZY - PRESIDENT
TEE PEE TIRE	2040 N PINE AVE	OCALA	FL	34475	(352) 622-0075	X	X				D TERRY PERZY - PRESIDENT
WINGFOOT COMMERCIAL TIRE	1120 SW 12TH ST	OCALA	FL	34471	(352) 351-3360			X	X		
TOWN TIRE AUTO SERVICE CENTER	2355 S W COLLEGE ROAD	OCALA	FL	34474	(352) 732-7373	X	X				GE TURBYFILL JR-PRESIDENT
CRAWFORD TIRE SERVICE INC	110 TAYLOR STREET	OCOOE	FL	34761	(407) 656-4575	X	X				GARY CRAWFORD - PRESIDENT
ACTION-GATOR TIRE	11203 W COLONIAL DR	OCOOE	FL	34761	(407) 877-0445	X	X				FRED CHRISTENSEN-PRES
GOODYEAR AUTO SERVICE CTR #2424	16006 STATE RD 54	ODESSA	FL	33556	(813) 926-8485	X	X				
TIRE ZONE OF OKEECHOBEE	1815 S PARROT AVE	OKEECHOBEE	FL	34974	(863) 763-3308	X	X				MARY MCCORMACK - PRESIDENT
TOTAL ROADSIDE SERVICE INC	3176 HIGHWAY 710 EAST	OKEECHOBEE	FL	34974	(863) 634-6839	X	X	X			JEREMY LARUE-OWNER
LEONE TIRE AND AUTO	3826 TAMPA RD	OLDSMAR	FL	34677	(813) 818-7669	X	X				MIKE LEONE-PRESIDENT
ALL STARZ TIRE & AUTO	369 BLANDING BLVD	ORANGE PARK	FL	32073	(904) 579-3041	X	X				DAVID BROWN - MANAGER
GOODYEAR AUTO SERVICE CTR #2443	1615 WELLS ROAD	ORANGE PARK	FL	32073	(904) 269-9700	X	X				
GOODYEAR AUTO SERVICE CTR #2444	1585-A ISLAND LANE	ORANGE PARK	FL	32003	(904) 215-3711	X	X				
FL TIRES AUTO CARE	215 S KIRKMAN RD	ORLANDO	FL	32811	(407) 900-2707	X	X				RICARDO E ALVAREZ
ACTION GATOR TIRE	300 S ALAFAYA TRAIL	ORLANDO	FL	32828	(407) 275-7172	X	X				FRED CHRISTENSEN-PRESIDENT
ACTION-GATOR TIRE	1717 LEE ROAD	ORLANDO	FL	32810	(407) 299-1900	X	X				
ACTION-GATOR TIRE #6	4401 S ORANGE BLOSSOM TR	ORLANDO	FL	32839	(407) 425-9026	X	X		X		FRED CHRISTENSEN
ACTION-GATOR TIRE	4111 N JOHN YOUNG PARKWAY	ORLANDO	FL	32804	(407) 295-3535			X			FRED CHRISTENSEN-PRES
ACTION-GATOR TIRE #22	11231 S ORANGE BLOSSOM TR	ORLANDO	FL	32837	(407) 851-6300	X	X				FRED CHRISTENSEN-PRES
KAUFFMAN TIRE/ORLANDO	7482 PRESIDENTS DR	ORLANDO	FL	32809	(407) 841-3325			X			JOHN KAUFFMAN
WINGFOOT COMMERCIAL TIRE	971 TAFT VINELAND RD	ORLANDO	FL	32824	(407) 855-1182			X	X		
ACTION GATOR TIRE - WAREHOUSE	333 333 THORPE RD	ORLANDO	FL	32824	(407) 816-8143			X			FRED CHRISTENSEN
ACTION GATOR TIRE #18	4698 S ORANGE AVE	ORLANDO	FL	32806	(407) 850-1050	X	X				FRED CHRISTENSEN
CAR CARE CTR AT DISNEY WORLD	333 THORPE ROAD	ORLANDO	FL	32824	(407) 824-0976	X	X				FRED CHRISTENSEN-PRES
GOODYEAR AUTO SERVICE CTR #2435	447 S GOLDENROD RD	ORLANDO	FL	32822	(407) 249-0037	X	X				
GOODYEAR AUTO SERVICE CTR #2437	8265 S JOHN YOUNG PARKWAY	ORLANDO	FL	32819-9023	(407) 354-4422	X	X				
GOODYEAR AUTO SERVICE CTR #2456	601 N BUMBY AVE	ORLANDO	FL	32803	(407) 894-0511	X	X				
GOODYEAR AUTO SERVICE CTR #2466	2575 W COLONIAL DR	ORLANDO	FL	32804	(407) 295-0732	X	X				
AA ACCURATE TRK & TIRE REPR	1644 N US HWY 1	ORMOND BEACH	FL	32174	(386) 615-0036			X			JAMES PASCARELLI III
ACTION-GATOR TIRE #17	1330 ALAFAYA TRAIL	OVIDO	FL	32765	(407) 365-3400	X	X				FRED CHRISTENSEN
ST JOHNS SUPER SERVICE CENTER INC	608 REID ST	PALATKA	FL	32177	(386) 328-9231	X	X	X			WILLIAM DILLARD-PRESIDENT
GATTO'S TIRE & AUTO SERVICE	1103 MALABAR RD	PALM BAY	FL	32907	(321) 953-6008	X	X				MIKE GATTO-CHAIRMAN
CERTIFIED TIRE	995 S MARTIN DOWNS BLVD	PALM CITY	FL	34990	(772) 324-9145	X	X				SCOTT WATSON - PRESIDENT
A K TIRE INC	5814 SR 100	PALM COAST	FL	32135	(386) 437-0888	X	X				ANTHONY J KARAS-OWNER
THE TIRE CHOICE	30780 US 19 N	PALM HARBOR	FL	34684	(585) 647-6400	X	X				
ALFORD TIRE CENTER	180 NORTH TYNDALL PARKWAY	PANAMA CITY	FL	32404	(850) 763-7339	X	X		X		CHARLES ALFORD-OWNER
GOODYEAR AUTO SERVICE CTR #2227	1001 W 15TH ST	PANAMA CITY	FL	32401	(850) 763-4651	X	X				

GOODYEAR TIRE AND RUBBER COMPANY
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DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
PARKWAY TIRE & SERVICE	1810 THOMAS DR	PANAMA CITY BEACH	FL	32408	(850) 230-2355	X	X				ROGER SLOAN-PRESIDENT
R&R REPAIRS AND SVC INC	6861 SW 196TH AVE #101-102	PEMBROKE PINES	FL	33332	(954) 358-0568	X	X				RICARDO GONZALEZ - OWNER
GOODYEAR AUTO SERVICE CTR #6623	300 NW 172ND AVE	PEMBROKE PINES	FL	33029-3197	(954) 436-3661	X	X				
GOODYEAR AUTO SERVICE CTR #6663	8301 PINES BLVD	PEMBROKE PINES	FL	33024	(954) 435-1383	X	X				
QUALITY AUTOMOTIVE TIRE & SERVICE CENTER	37 EAST NINE MILE RD	PENSACOLA	FL	32534	(850) 332-6810	X	X				JAMES CORY WOOD - PRESIDENT
EXPERT TUNE	470 E NINE MILE RD	PENSACOLA	FL	32514	(850) 477-5044	X	X				JAMES CONDREN-PRESIDENT
VANNOY'S TIRE	2252 W MICHIGAN AVE	PENSACOLA	FL	32526-2379	(850) 477-0209	X	X				JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRES	126 E NINE MILE RD	PENSACOLA	FL	32534	(850) 476-2507	X	X				JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRES	6113 N NINTH AVE	PENSACOLA	FL	32504	(850) 477-0209	X	X				JEFF VANNOY - OWNER/PRESIDENT
VANNOY'S TIRE	1249 N NEW WARRINGTON RD	PENSACOLA	FL	32506	(850) 455-5492	X	X				JEFF VANNOY - OWNER/PRESIDENT
MC GEE AUTO SERVICE & TIRES	7511 49TH ST N	PINELLAS PARK	FL	33781	(727) 548-0779	X	X	X			MIKE MCGEE-PRESIDENT
MC GEE TIRE STORE	2102 JIM REDMAN PARKWAY	PLANT CITY	FL	33566-7139	(813) 754-8473	X	X	X			JOHN MCGEE
PLANTATION TIRE	1401 SOUTH UNIVERSITY DR	PLANTATION	FL	33324	(954) 476-1250	X	X				FRED CHRISTENSEN-PRESIDENT
CHRISTENSEN ENTERPRISES SOUTH	2301 N FEDERAL HWY	POMPANO BEACH	FL	33062	(954) 942-2220	X	X				FRED CHRISTENSEN-PRESIDENT
POMPANO OK TIRES INC	3381 N DIXIE HWY	POMPANO BEACH	FL	33064	(954) 781-8220	X	X				LOUIS MIRANDA-PRES
TOTAL TIRE & SERVICE	5120 S CLYDE MORRIS BLVD	PORT ORANGE	FL	32127	(386) 761-0010	X	X				JAMES RUSSELL - PRESIDENT
MC GEE AUTO SERVICE & TIRES	6135 SALT SPRINGS RD	PORT RICHEY	FL	34668	(727) 846-8844	X	X	X			MIKE MCGEE-PRESIDENT
BAYSHORE TIRE & SVC CTR LLC	1820 SW BAYSHORE BLVD	PORT SAINT LUCIE	FL	34984	(772) 871-1111	X	X				ALFRED HELENSKI JR
GOODYEAR AUTO SERVICE CTR #2521	10475 SO FEDERAL HWY	PORT SAINT LUCIE	FL	34952	(772) 398-9052	X	X				
THE TIRE CHOICE	250 NW CASHMERE BLVD	PORT ST LUCIE	FL	34986	(585) 647-6400	X	X				
THE TIRE CHOICE	2010 SW BAYSHORE BLVD	PORT ST LUCIE	FL	34984	(585) 647-6400	X	X				
GOODYEAR AUTO SERVICE CTR #6673	3225 S TAMAMI TRAIL	PUNTA GORDA	FL	33950	(941) 639-1186	X	X				
GOODYEAR AUTO SERVICE CTR #2438	13360 SOUTH US HWY 301	RIVERVIEW	FL	33578	(813) 677-1794	X	X				
THE TIRE CHOICE	10742 BIG BEND ROAD	RIVEVIEW	FL	33579	(585) 647-6400	X	X				
MARTINO TIRE	1213-1 NORTH STATE ROAD 7	ROYAL PALM BEACH	FL	33411	(305) 382-3400	X	X				SULEMAN DAUD-MGR
GOODYEAR AUTO SERVICE CTR #6668	11451 SOUTHERN BLVD	ROYAL PALM BEACH	FL	33411	(561) 793-1115	X	X				
RAY'S TIRE & SERVICE CENTER INC	2330 DOBBS RD	SAINT AUGUSTINE	FL	32086	(904) 810-5889			X	X		DEAN PERRY-OWNER
RAY'S TIRE & SERVICE INC.	1375 US HWY 1 SOUTH	SAINT AUGUSTINE	FL	32084	(904) 829-6418	X	X				RAY USHER SECY TREAS
GOODYEAR AUTO SERVICE CTR #2449	512 W GEOFFREY ST	SAINT AUGUSTINE	FL	32086	(904) 825-1229	X	X				
ACTION-GATOR TIRE #25	4550 13TH ST	SAINT CLOUD	FL	34769	(407) 891-5790	X	X				FRED CHRISTENSEN
BOB LEES INC	1631 4TH ST N	SAINT PETERSBURG	FL	33704-4399	(727) 822-3981	X	X	X			R E LEE JR
MC GEE AUTO SERVICE & TIRES	456 M L KING ST N	SAINT PETERSBURG	FL	33705	(727) 898-8818	X	X	X			MIKE MCGEE-PRESIDENT
BOB LEES INC	2360 25TH STREET NORTH	SAINT PETERSBURG	FL	33713	(727) 822-3981	X	X				BOB LEE
A OK TIRE MART	1215 S FRENCH AVE	SANFORD	FL	32771	(407) 330-3588	X	X	X			D GLEN WILLIAMS-OWNER
ACTION-GATOR TIRE	4151 W 1ST ST	SANFORD	FL	32771	(407) 322-6399	X	X	X			FRED CHRISTENSEN-PRES
LANNING TIRE SALES INC	4502 MARIOTTI CT	SARASOTA	FL	34233	(941) 923-3868			X			STEPHEN R LANNING
THE TIRE CHOICE	5837 DEREK AVENUE	SARASOTA	FL	34238	(585) 647-6400	X	X				
ACTION GATOR TIRE	1324 N WASHINGTON	SARASOTA	FL	34236	(407) 888-2929	X	X				FRED CHRISTENSEN
GOODYEAR AUTO SERVICE CTR #2451	3481 CATTLEMAN BLVD	SARASOTA	FL	34232	(941) 377-8775	X	X				
GOODYEAR AUTO SERVICE CTR #2574	5785 BENEVA RD	SARASOTA	FL	34233	(941) 923-3364	X	X				
TA TAMPA #158	11706 TAMPA GATEWAY BLVD	SEFFNER	FL	33584	(813) 262-1560			X			
FRED RUBLE, INC.	8150 SEMINOLE BLVD	SEMINOLE	FL	33772	(727) 393-5411	X	X				DWAYNE & LISA SNOODGRASS-OWNERS
GOODYEAR AUTO SERVICE CTR #6622	4699 SW VOLUNTEER RD	SOUTHWEST RANCHES	FL	33330	(954) 434-2370	X	X				
THE TIRE CHOICE	4295 SE FEDERAL HWY BLD B	STUART	FL	34997	(585) 647-6400	X	X				
GOODYEAR AUTO SERVICE CTR #6657	1955 SE FEDERAL HWY	STUART	FL	34994	(772) 286-8550	X	X				
MARTINO TIRE	7710 W OAKLAND PARK BLVD	SUNRISE	FL	33351	(954) 513-4777	X	X				MINOO MEHTA - GENERAL MGR
SAWGRASS TIRE CENTER	1751 NW 136TH AVE	SUNRISE	FL	33323	(954) 846-8704	X	X				FRED CHRISTENSEN-PRESIDENT
TIRE TOWN AUTO REPAIR	3206 APALACHEE PKWY	TALLAHASSEE	FL	32311	(850) 656-8473	X	X				MARK BLICKENDERFER - OWNER
MC GEE TIRE STORE	2400 CAPTIAL CIRCLE NE	TALLAHASSEE	FL	32308	(850) 386-8473	X	X	X			MIKE MC GEE
NEECE TIRE & AUTO SERVICE INC	4792 BLOUNTSTOWN HWY	TALLAHASSEE	FL	32304	(850) 574-4100	X	X	X			JACK NEECE-PRES
THE TIRE CHOICE	7011 NW 88TH AVENUE	TAMARAC	FL	33321	(585) 647-6400	X	X				
THE TIRE CHOICE	6852 N UNIVERSITY DRVE	TAMARAC	FL	33321	(585) 647-6400	X	X				
GOLD COAST TIRE OF TAMARAC	6852 N UNIVERSITY DR	TAMARAC	FL	33321	(954) 721-4700	X	X				LLOYD ORETSKY-PRES
THE TIRE CHOICE	12705 N DALE MABRY HIGHWAY	TAMPA	FL	33618	(585) 647-6400	X	X				
THE TIRE CHOICE	3603 S DALE MABRY HWY	TAMPA	FL	33629	(585) 647-6400	X	X				
THE TIRE CHOICE	20687 BRUCE B DOWNS BLVD	TAMPA	FL	33647	(585) 647-6400	X	X				
THE TIRE CHOICE	13006 RACE TRACK RD	TAMPA	FL	33626	(585) 647-6400	X	X				
MC GEE TIRE	14324 N DALE MABRY HWY	TAMPA	FL	33618	(813) 968-2657	X	X	X			MIKE MCGEE-PRESIDENT
MC GEE TIRE	601 MORGAN ST	TAMPA	FL	33602	(813) 273-0988	X	X	X			MIKE MCGEE-PRESIDENT
MC GEE TIRE	8490 SHELDON RD	TAMPA	FL	33615	(813) 888-5388	X	X	X			MIKE MCGEE-PRESIDENT
TAMBAY TIRE PLAZA	7659 W HILLSBOROUGH AVE	TAMPA	FL	33615-4105	(904) 265-5488	X	X				JAS W KLING
KAUFFMAN TIRE/TAMPA	2409 E SECOND AVENUE	TAMPA	FL	33605	(813) 247-5855			X			
MC GEE TIRE STORES INC	6204 E HILLSBOROUGH AVE	TAMPA	FL	33610	(813) 623-5600	X	X	X	X		MIKE MCGEE-PRES
BRAZZEAL TIRE AND SERVICE CENTER	5002 W KENNEDY BLVD	TAMPA	FL	33609-1804	(813) 877-9155	X	X				CHARLIE D BRAZZEAL SR

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
WINGFOOT COMMERCIAL TIRE	1325 MASSARO BLVD	TAMPA	FL	33619	(813) 621-5891			X	X		
KAUFFMAN TIRE/ TOWN & COUNTRY	5660 W WATERS AVENUE	TAMPA	FL	33634	(813) 806-5765	X	X	X			JOHN KAUFFMAN-PRESIDENT
GOODYEAR AUTO SERVICE CTR #2428	3813 S DALE MABRY HWY	TAMPA	FL	33611	(813) 831-1891	X	X				
GOODYEAR AUTO SERVICE CTR #2430	904 E TARPON AVE	TARPON SPRINGS	FL	34689	(727) 937-4179	X	X				
LAKE TIRE & AUTO INC	812 W BURLEIGH BLVD	TAVARES	FL	32778	(352) 343-0041	X	X				RALPH SMITH-PRES
SHILOH TIRE & LUBE	91825 OVERSEAS HWY	TAVERNIER	FL	33070	(305) 852-3225	X	X				DAN FORSYTHE - PRESIDENT
VIC'S AUTO TECH	90575 OLD HIGHWAY	TAVERNIER	FL	33070	(305) 852-5098	X	X				VICTOR WEST-PRESIDENT
MCGEE TIRE	9240 N 56TH ST	TEMPLE TERRACE	FL	33617	(813) 988-4191	X	X	X			MIKE MCGEE-PRESIDENT
THE TIRE CHOICE	280 COLONY BLVD	THE VILLAGES	FL	32162	(585) 647-6400	X	X				
THE TIRE CHOICE	45 LAGRANDE BLVD	THE VILLAGES	FL	32159	(585) 647-6400	X	X				
THE TIRE CHOICE	3949 WEDGEWOOD LANE	THE VILLAGES	FL	32162	(585) 647-6400	X	X				
LOVE'S TIRE AND SERVICE CENTER	1701 HIGHWAY 60 EAST	VALRICO	FL	33594	(813) 661-3955	X	X				SCOTT L LOVE-PRES
LONG TIRE AND AUTO	3523 BELL SHOALS RD	VALRICO	FL	33594-6141	(813) 651-9585	X	X				D C LONG
THE TIRE CHOICE	4060 S TAMAMI TRAIL	VENICE	FL	34293	(585) 647-6400	X	X				
MCGEE TIRE STORES	1908 S TAMAMI TRAIL	VENICE	FL	34293	(941) 408-1717	X	X	X			MIKE MCGEE
TA VERO BEACH #197	8909 20TH ST	VERO BEACH	FL	32966	(772) 562-1791			X			
GOODYEAR AUTO SERVICE CTR #6626	1920 58TH AVE	VERO BEACH	FL	32966-4617	(772) 562-4654	X	X				
GOODYEAR AUTO SERVICE CTR #6658	755 21ST ST	VERO BEACH	FL	32960	(772) 567-1174	X	X				
GATTO'S TIRE & AUTO SERVICE	7205 DOLINA COURT	VIERA	FL	32940	(321) 308-2468	X	X				MV GATTO-PRES
CRUSING GOLD	195 DIKE RD	WEST MELBOURNE	FL	32904	(321) 676-0023	X	X				PHYLLIS COLLINS-PRESIDENT
THE TIRE CHOICE	7800 W OKEECHOBEE BLVD	WEST PALM BEACH	FL	33411	(585) 647-6400	X	X				
THE TIRE CHOICE	1118 N DIXIE HIGHWAY	WEST PALM BEACH	FL	33401	(585) 647-6400	X	X				
MARTINO TIRE	751 S CONGRESS AVE	WEST PALM BEACH	FL	33406	(561) 683-0535	X	X	X			SULEMAN DAUD-MGR
LUCYS TIRE/FALCON TIRE-WPB	766 PIKE RD	WEST PALM BEACH	FL	33411	(305) 593-2028			X			JOSE RIOS-PRESIDENT
PALMIS TIRE & AUTO CENTER	2770 N MILITARY TRAIL	WEST PALM BEACH	FL	33409-2913	(561) 684-6903	X	X	X	X		PEDRO HERNANDEZ-OWNER
PALMIS TIRE & AUTO CENTER	3110 W 45TH ST	WEST PALM BEACH	FL	33407	(561) 471-8848	X	X				PETE HERNANDEZ-OWNER
GOODYEAR AUTO SERVICE CTR #6649	515 S DIXIE HWY	WEST PALM BEACH	FL	33401	(561) 832-4181	X	X				
WESTON TIRE & AUTO	15740 STATE RD 84	WESTON	FL	33326	(954) 384-8473	X	X				ANGEL GARCIA LAMAS
ADVENTURE TIRES LLC	2629 WESTON ROAD	WESTON	FL	33331	(954) 385-8696	X	X				GIUSEPPE SIRIGNANO
WILDWOOD TIRE CO	200 GULF TO ATLANTIC HWY	WILDWOOD	FL	34785	(352) 748-1739	X	X				JACK HATCHER
TA WILDWOOD #53	I-75 AND ROUTE 44 EXIT 66	WILDWOOD	FL	34785	(352) 748-2501			X			
MCGEE TIRE STORES INC	1803 3RD ST SW	WINTER HAVEN	FL	33880	(863) 401-8473	X	X	X			MIKE MCGEE-PRES
GOODYEAR AUTO SERVICE CTR #2442	6975 CYPRESS GARDENS BLVD	WINTER HAVEN	FL	33884-3519	(863) 875-1760	X	X				
ACTION GATOR TIRE #21	1070 W FAIRBANKS AVE	WINTER PARK	FL	32789	(407) 599-4777	X	X				FRED CHRISTENSEN-PRES
ACTION-GATOR TIRE	2040 STATE ROAD 436	WINTER PARK	FL	32792	(407) 677-7703	X	X				
GOODYEAR AUTO SERVICE CTR #2523	5535 RED BUG LAKE RD	WINTER SPRINGS	FL	32708	(407) 699-5141	X	X				
FIRST CHOICE CAR CARE	463670 SR 200	YULEE	FL	32097	(904) 225-2775	X	X	X			MICHAEL BURDETT-OWNER
MCGEE TIRE STORE	7010 GALL BLVD	ZEPHYRHILLS	FL	33541-1347	(813) 782-5318	X	X	X	X		MICHAEL MCGEE

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
Goodyear - Pursuit Tires											
Eagle Ultra Grip GW 2											
P225/60R16	BCS	V SL	147354070	\$ 97.69	\$ 1.00	\$ 2.00	\$ 100.69	\$ 3.00	\$ -	\$ 10.95	\$ 114.64
Eagle Ultra Grip GW 3											
235/50R18	VSB	V XL	166041528	\$ 135.20	\$ 1.00	\$ 2.00	\$ 138.20	\$ 3.00	\$ -	\$ 10.95	\$ 152.15
245/55R18	VSB	V SL	166042528	\$ 137.75	\$ 1.00	\$ 2.00	\$ 140.75	\$ 3.00	\$ -	\$ 10.95	\$ 154.70
265/60R17	VSB	H SL	166043528	\$ 128.11	\$ 1.00	\$ 2.00	\$ 131.11	\$ 3.00	\$ -	\$ 10.95	\$ 145.06
P235/55R17	VSB	V SL	166579530	\$ 119.45	\$ 1.00	\$ 2.00	\$ 122.45	\$ 3.00	\$ -	\$ 10.95	\$ 136.40
P225/60R18	VSB	V SL	166585530	\$ 126.22	\$ 1.00	\$ 2.00	\$ 129.22	\$ 3.00	\$ -	\$ 10.95	\$ 143.17
Eagle RS-A											
P235/55R17	VSB	W SL	732002500	\$ 108.58	\$ 1.00	\$ 2.00	\$ 111.58	\$ 3.00	\$ -	\$ 10.95	\$ 125.53
245/55R18	VSB	V SL	732026500	\$ 126.13	\$ 1.00	\$ 2.00	\$ 129.13	\$ 3.00	\$ -	\$ 10.95	\$ 143.08
P235/50R18	VSB	W XL	732276500	\$ 126.13	\$ 1.00	\$ 2.00	\$ 129.13	\$ 3.00	\$ -	\$ 10.95	\$ 143.08
P235/55R17	VSB	W SL	732297500	\$ 108.58	\$ 1.00	\$ 2.00	\$ 111.58	\$ 3.00	\$ -	\$ 10.95	\$ 125.53
P265/60R17	VSB	V SL	732301500	\$ 125.03	\$ 1.00	\$ 2.00	\$ 128.03	\$ 3.00	\$ -	\$ 10.95	\$ 141.98
P225/60R18	VSB	W SL	732312500	\$ 125.59	\$ 1.00	\$ 2.00	\$ 128.59	\$ 3.00	\$ -	\$ 10.95	\$ 142.54
P225/60R16	VSB	V SL	732354148	\$ 98.00	\$ 1.00	\$ 2.00	\$ 101.00	\$ 3.00	\$ -	\$ 10.95	\$ 114.95
P225/60R16	VSB	V SL	732354500	\$ 90.89	\$ 1.00	\$ 2.00	\$ 93.89	\$ 3.00	\$ -	\$ 10.95	\$ 107.84
Goodyear - Passenger Tires											
Eagle F1 Asymmetric All Season											
245/40Z17	VSB	W SL	104037357	\$ 119.64	\$ 1.00	\$ 2.00	\$ 122.64	\$ 3.00	\$ -	\$ 10.95	\$ 136.59
255/40Z17	VSB	W SL	104040357	\$ 112.71	\$ 1.00	\$ 2.00	\$ 115.71	\$ 3.00	\$ -	\$ 10.95	\$ 129.66
245/40Z19	VSB	Y SL	104041357	\$ 160.57	\$ 1.00	\$ 2.00	\$ 163.57	\$ 3.00	\$ -	\$ 10.95	\$ 177.52
255/40Z19	VSB	Y SL	104086357	\$ 173.79	\$ 1.00	\$ 2.00	\$ 176.79	\$ 3.00	\$ -	\$ 10.95	\$ 190.74
225/50Z17	VSB	W SL	104090357	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
235/50Z17	VSB	W SL	104091357	\$ 118.38	\$ 1.00	\$ 2.00	\$ 121.38	\$ 3.00	\$ -	\$ 10.95	\$ 135.33
225/45Z17	VSB	W SL	104097357	\$ 98.23	\$ 1.00	\$ 2.00	\$ 101.23	\$ 3.00	\$ -	\$ 10.95	\$ 115.18
245/45Z18	VSB	Y SL	104100357	\$ 132.86	\$ 1.00	\$ 2.00	\$ 135.86	\$ 3.00	\$ -	\$ 10.95	\$ 149.81
245/40Z18	VSB	Y SL	104107357	\$ 138.53	\$ 1.00	\$ 2.00	\$ 141.53	\$ 3.00	\$ -	\$ 10.95	\$ 155.48
245/45Z17	VSB	Y SL	104109357	\$ 113.97	\$ 1.00	\$ 2.00	\$ 116.97	\$ 3.00	\$ -	\$ 10.95	\$ 130.92
205/45Z17	VSB	W XL	104115357	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
255/45Z18	VSB	W SL	104126357	\$ 139.16	\$ 1.00	\$ 2.00	\$ 142.16	\$ 3.00	\$ -	\$ 10.95	\$ 156.11
225/55Z17	VSB	W SL	104129357	\$ 102.01	\$ 1.00	\$ 2.00	\$ 105.01	\$ 3.00	\$ -	\$ 10.95	\$ 118.96
255/35Z18	VSB	Y XL	104135357	\$ 155.53	\$ 1.00	\$ 2.00	\$ 158.53	\$ 3.00	\$ -	\$ 10.95	\$ 172.48
275/40Z17	VSB	W SL	104138357	\$ 125.31	\$ 1.00	\$ 2.00	\$ 128.31	\$ 3.00	\$ -	\$ 10.95	\$ 142.26

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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275/40ZR18	VSB	Y SL	104148357	\$ 169.39	\$ 1.00	\$ 2.00	\$ 172.39	\$ 3.00	\$ -	\$ 10.95	\$ 186.34
235/50R18	VSB	W SL	104207357	\$ 128.46	\$ 1.00	\$ 2.00	\$ 131.46	\$ 3.00	\$ -	\$ 10.95	\$ 145.41
225/40ZR18	VSB	Y XL	104225357	\$ 112.08	\$ 1.00	\$ 2.00	\$ 115.08	\$ 3.00	\$ -	\$ 10.95	\$ 129.03
205/55ZR16	VSB	W SL	104294357	\$ 84.38	\$ 1.00	\$ 2.00	\$ 87.38	\$ 3.00	\$ -	\$ 10.95	\$ 101.33
275/35ZR18	VSB	Y SL	104376357	\$ 159.94	\$ 1.00	\$ 2.00	\$ 162.94	\$ 3.00	\$ -	\$ 10.95	\$ 176.89
275/35ZR20	VSB	Y XL	104379357	\$ 188.91	\$ 1.00	\$ 2.00	\$ 191.91	\$ 3.00	\$ -	\$ 10.95	\$ 205.86
285/30ZR19	VSB	Y XL	104382357	\$ 190.17	\$ 1.00	\$ 2.00	\$ 193.17	\$ 3.00	\$ -	\$ 10.95	\$ 207.12
255/50ZR19	VSB	W XL	104383357	\$ 171.27	\$ 1.00	\$ 2.00	\$ 174.27	\$ 3.00	\$ -	\$ 10.95	\$ 188.22
235/55ZR17	VSB	W SL	104434357	\$ 110.82	\$ 1.00	\$ 2.00	\$ 113.82	\$ 3.00	\$ -	\$ 10.95	\$ 127.77
285/35ZR19	VSB	Y SL	104545357	\$ 189.54	\$ 1.00	\$ 2.00	\$ 192.54	\$ 3.00	\$ -	\$ 10.95	\$ 206.49
235/40ZR18	VSB	Y XL	104619357	\$ 125.94	\$ 1.00	\$ 2.00	\$ 128.94	\$ 3.00	\$ -	\$ 10.95	\$ 142.89
265/35ZR18	VSB	Y XL	104626357	\$ 154.27	\$ 1.00	\$ 2.00	\$ 157.27	\$ 3.00	\$ -	\$ 10.95	\$ 171.22
225/45ZR18	VSB	Y XL	104627357	\$ 121.53	\$ 1.00	\$ 2.00	\$ 124.53	\$ 3.00	\$ -	\$ 10.95	\$ 138.48
255/35ZR19	VSB	Y XL	104633357	\$ 164.35	\$ 1.00	\$ 2.00	\$ 167.35	\$ 3.00	\$ -	\$ 10.95	\$ 181.30
205/50ZR17	VSB	W XL	104711357	\$ 99.49	\$ 1.00	\$ 2.00	\$ 102.49	\$ 3.00	\$ -	\$ 10.95	\$ 116.44
235/35ZR19	VSB	Y XL	104727357	\$ 131.60	\$ 1.00	\$ 2.00	\$ 134.60	\$ 3.00	\$ -	\$ 10.95	\$ 148.55
255/40ZR18	VSB	Y SL	104732357	\$ 146.09	\$ 1.00	\$ 2.00	\$ 149.09	\$ 3.00	\$ -	\$ 10.95	\$ 163.04
275/35ZR19	VSB	Y SL	104734357	\$ 179.46	\$ 1.00	\$ 2.00	\$ 182.46	\$ 3.00	\$ -	\$ 10.95	\$ 196.41
275/40ZR19	VSB	Y SL	104738357	\$ 184.50	\$ 1.00	\$ 2.00	\$ 187.50	\$ 3.00	\$ -	\$ 10.95	\$ 201.45
215/45ZR17	VSB	W XL	104945357	\$ 97.60	\$ 1.00	\$ 2.00	\$ 100.60	\$ 3.00	\$ -	\$ 10.95	\$ 114.55
235/45ZR17	VSB	W SL	104946357	\$ 105.79	\$ 1.00	\$ 2.00	\$ 108.79	\$ 3.00	\$ -	\$ 10.95	\$ 122.74
Eagle F1 Asymmetric NO											
255/45ZR19	BLT	Y SL	784001287	\$ 229.71	\$ 1.00	\$ 2.00	\$ 232.71	\$ 3.00	\$ -	\$ 10.95	\$ 246.66
285/40ZR19	BLT	Y SL	784006287	\$ 267.62	\$ 1.00	\$ 2.00	\$ 270.62	\$ 3.00	\$ -	\$ 10.95	\$ 284.57
255/45R19	BLT	Y XL	784008336	\$ 214.29	\$ 1.00	\$ 2.00	\$ 217.29	\$ 3.00	\$ -	\$ 10.95	\$ 231.24
205/55ZR17	BLT	Y SL	784160287	\$ 166.93	\$ 1.00	\$ 2.00	\$ 169.93	\$ 3.00	\$ -	\$ 10.95	\$ 183.88
235/50ZR17	BLT	Y SL	784162287	\$ 200.31	\$ 1.00	\$ 2.00	\$ 203.31	\$ 3.00	\$ -	\$ 10.95	\$ 217.26
235/35ZR19	BLT	Y SL	784164287	\$ 254.52	\$ 1.00	\$ 2.00	\$ 257.52	\$ 3.00	\$ -	\$ 10.95	\$ 271.47
265/35ZR19	BLT	Y SL	784165287	\$ 271.21	\$ 1.00	\$ 2.00	\$ 274.21	\$ 3.00	\$ -	\$ 10.95	\$ 288.16
Eagle F1 Asymmetric 2											
225/40R19	BLT	Y SL	784044359	\$ 248.73	\$ 1.00	\$ 2.00	\$ 251.73	\$ 3.00	\$ -	\$ 10.95	\$ 265.68
235/40ZR19	BLT	Y SL	784045348	\$ 236.70	\$ 1.00	\$ 2.00	\$ 239.70	\$ 3.00	\$ -	\$ 10.95	\$ 253.65
285/35ZR19	BLT	Y XL	784048348	\$ 277.69	\$ 1.00	\$ 2.00	\$ 280.69	\$ 3.00	\$ -	\$ 10.95	\$ 294.64
255/35R19	BLT	Y SL	784054359	\$ 261.32	\$ 1.00	\$ 2.00	\$ 264.32	\$ 3.00	\$ -	\$ 10.95	\$ 278.27
235/45ZR18	BLT	Y SL	784055348	\$ 227.89	\$ 1.00	\$ 2.00	\$ 230.89	\$ 3.00	\$ -	\$ 10.95	\$ 244.84
265/45ZR18	BLT	Y SL	784066348	\$ 249.55	\$ 1.00	\$ 2.00	\$ 252.55	\$ 3.00	\$ -	\$ 10.95	\$ 266.50
265/40ZR19	BLT	Y SL	784067348	\$ 285.63	\$ 1.00	\$ 2.00	\$ 288.63	\$ 3.00	\$ -	\$ 10.95	\$ 302.58

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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285/35R19	BLT	Y SL	784075348	\$ 199.48	\$ 1.00	\$ 2.00	\$ 202.48	\$ 3.00	\$ -	\$ 10.95	\$ 216.43
225/40R18	BLT	W XL	784087359	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
295/35ZR19	BLT	Y SL	784093348	\$ 285.63	\$ 1.00	\$ 2.00	\$ 288.63	\$ 3.00	\$ -	\$ 10.95	\$ 302.58
245/40R20	BLT	Y XL	784117359	\$ 333.73	\$ 1.00	\$ 2.00	\$ 336.73	\$ 3.00	\$ -	\$ 10.95	\$ 350.68
275/35R20	BLT	Y XL	784118359	\$ 340.03	\$ 1.00	\$ 2.00	\$ 343.03	\$ 3.00	\$ -	\$ 10.95	\$ 356.98
245/40R18	BLT	Y XL	784120348	\$ 146.72	\$ 1.00	\$ 2.00	\$ 149.72	\$ 3.00	\$ -	\$ 10.95	\$ 163.67
265/35R18	BLT	Y XL	784121348	\$ 173.79	\$ 1.00	\$ 2.00	\$ 176.79	\$ 3.00	\$ -	\$ 10.95	\$ 190.74
255/35R19	BLT	Y XL	784122348	\$ 180.09	\$ 1.00	\$ 2.00	\$ 183.09	\$ 3.00	\$ -	\$ 10.95	\$ 197.04
245/40R17	BLT	Y SL	784131348	\$ 114.60	\$ 1.00	\$ 2.00	\$ 117.60	\$ 3.00	\$ -	\$ 10.95	\$ 131.55
235/45R17	BLT	Y SL	784133348	\$ 110.20	\$ 1.00	\$ 2.00	\$ 113.20	\$ 3.00	\$ -	\$ 10.95	\$ 127.15
245/35R19	BLT	Y XL	784140348	\$ 194.89	\$ 1.00	\$ 2.00	\$ 197.89	\$ 3.00	\$ -	\$ 10.95	\$ 211.84
245/35R19	BLT	Y XL	784140359	\$ 242.43	\$ 1.00	\$ 2.00	\$ 245.43	\$ 3.00	\$ -	\$ 10.95	\$ 259.38
255/35R18	BLT	Y XL	784143348	\$ 167.50	\$ 1.00	\$ 2.00	\$ 170.50	\$ 3.00	\$ -	\$ 10.95	\$ 184.45
225/45R17	BLT	Y XL	784155348	\$ 110.20	\$ 1.00	\$ 2.00	\$ 113.20	\$ 3.00	\$ -	\$ 10.95	\$ 127.15
235/45R17	BLT	Y XL	784159348	\$ 106.42	\$ 1.00	\$ 2.00	\$ 109.42	\$ 3.00	\$ -	\$ 10.95	\$ 123.37
225/40R18	BLT	Y XL	784163348	\$ 128.46	\$ 1.00	\$ 2.00	\$ 131.46	\$ 3.00	\$ -	\$ 10.95	\$ 145.41
225/45R17	BLT	Y SL	784166348	\$ 107.05	\$ 1.00	\$ 2.00	\$ 110.05	\$ 3.00	\$ -	\$ 10.95	\$ 124.00
235/50R18	BLT	W XL	784168348	\$ 141.05	\$ 1.00	\$ 2.00	\$ 144.05	\$ 3.00	\$ -	\$ 10.95	\$ 158.00
225/40R19	BLT	Y XL	784182359	\$ 236.13	\$ 1.00	\$ 2.00	\$ 239.13	\$ 3.00	\$ -	\$ 10.95	\$ 253.08
235/35ZR20	BLT	Y SL	784194348	\$ 214.09	\$ 1.00	\$ 2.00	\$ 217.09	\$ 3.00	\$ -	\$ 10.95	\$ 231.04
265/35ZR20	BLT	Y SL	784204348	\$ 255.02	\$ 1.00	\$ 2.00	\$ 258.02	\$ 3.00	\$ -	\$ 10.95	\$ 271.97
225/40R18	BLT	Y SL	784208359	\$ 226.69	\$ 1.00	\$ 2.00	\$ 229.69	\$ 3.00	\$ -	\$ 10.95	\$ 243.64
265/30R19	BLT	Y XL	784318348	\$ 192.05	\$ 1.00	\$ 2.00	\$ 195.05	\$ 3.00	\$ -	\$ 10.95	\$ 209.00
245/35R18	BLT	Y XL	784320348	\$ 149.87	\$ 1.00	\$ 2.00	\$ 152.87	\$ 3.00	\$ -	\$ 10.95	\$ 166.82
245/40R18	BLT	Y SL	784327348	\$ 144.20	\$ 1.00	\$ 2.00	\$ 147.20	\$ 3.00	\$ -	\$ 10.95	\$ 161.15
255/45R18	BLT	Y XL	784329348	\$ 150.50	\$ 1.00	\$ 2.00	\$ 153.50	\$ 3.00	\$ -	\$ 10.95	\$ 167.45
235/35R19	BLT	Y XL	784334348	\$ 154.15	\$ 1.00	\$ 2.00	\$ 157.15	\$ 3.00	\$ -	\$ 10.95	\$ 171.10
255/40R19	BLT	Y XL	784337348	\$ 195.83	\$ 1.00	\$ 2.00	\$ 198.83	\$ 3.00	\$ -	\$ 10.95	\$ 212.78
225/35R19	BLT	Y XL	784340348	\$ 165.67	\$ 1.00	\$ 2.00	\$ 168.67	\$ 3.00	\$ -	\$ 10.95	\$ 182.62
235/45R18	BLT	Y XL	784342348	\$ 137.27	\$ 1.00	\$ 2.00	\$ 140.27	\$ 3.00	\$ -	\$ 10.95	\$ 154.22
255/30R19	BLT	Y XL	784344348	\$ 209.69	\$ 1.00	\$ 2.00	\$ 212.69	\$ 3.00	\$ -	\$ 10.95	\$ 226.64
275/30R19	BLT	Y XL	784360348	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
235/40R18	BLT	Y XL	784764348	\$ 127.83	\$ 1.00	\$ 2.00	\$ 130.83	\$ 3.00	\$ -	\$ 10.95	\$ 144.78
215/45R17	BLT	Y XL	784809348	\$ 96.97	\$ 1.00	\$ 2.00	\$ 99.97	\$ 3.00	\$ -	\$ 10.95	\$ 113.92
Eagle GT II											
P285/50R20	VSB	H SL	106087625	\$ 124.43	\$ 1.00	\$ 2.00	\$ 127.43	\$ 3.00	\$ -	\$ 10.95	\$ 141.38
P275/45R20	VSB	V SL	106137625	\$ 124.58	\$ 1.00	\$ 2.00	\$ 127.58	\$ 3.00	\$ -	\$ 10.95	\$ 141.53

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
305/50R20	VSB	H XL	106182625	\$ 140.49	\$ 1.00	\$ 2.00	\$ 143.49	\$ 3.00	\$ -	\$ 10.95	\$ 157.44
Eagle RS-A2											
P245/45R19	VSB	V SL	107172343	\$ 143.44	\$ 1.00	\$ 2.00	\$ 146.44	\$ 3.00	\$ -	\$ 10.95	\$ 160.39
245/45ZR20	VSB	Y SL	107548343	\$ 141.49	\$ 1.00	\$ 2.00	\$ 144.49	\$ 3.00	\$ -	\$ 10.95	\$ 158.44
Eagle Sport A/S											
195/55R16	VSB	V SL	109032366	\$ 80.04	\$ 1.00	\$ 2.00	\$ 83.04	\$ 3.00	\$ -	\$ 10.95	\$ 96.99
225/50R16	VSB	V SL	109035366	\$ 80.07	\$ 1.00	\$ 2.00	\$ 83.07	\$ 3.00	\$ -	\$ 10.95	\$ 97.02
225/45R17	VSB	W XL	109044366	\$ 91.08	\$ 1.00	\$ 2.00	\$ 94.08	\$ 3.00	\$ -	\$ 10.95	\$ 108.03
235/55R17	VSB	W SL	109046366	\$ 110.64	\$ 1.00	\$ 2.00	\$ 113.64	\$ 3.00	\$ -	\$ 10.95	\$ 127.59
215/45R17	VSB	W XL	109053366	\$ 92.97	\$ 1.00	\$ 2.00	\$ 95.97	\$ 3.00	\$ -	\$ 10.95	\$ 109.92
235/50R18	VSB	W SL	109054366	\$ 132.96	\$ 1.00	\$ 2.00	\$ 135.96	\$ 3.00	\$ -	\$ 10.95	\$ 149.91
225/40R18	VSB	W XL	109055366	\$ 101.88	\$ 1.00	\$ 2.00	\$ 104.88	\$ 3.00	\$ -	\$ 10.95	\$ 118.83
245/45R18	VSB	W SL	109056366	\$ 137.84	\$ 1.00	\$ 2.00	\$ 140.84	\$ 3.00	\$ -	\$ 10.95	\$ 154.79
245/40R18	VSB	W SL	109057366	\$ 126.85	\$ 1.00	\$ 2.00	\$ 129.85	\$ 3.00	\$ -	\$ 10.95	\$ 143.80
225/45R18	VSB	W XL	109058366	\$ 111.48	\$ 1.00	\$ 2.00	\$ 114.48	\$ 3.00	\$ -	\$ 10.95	\$ 128.43
245/45R17	VSB	W SL	109059366	\$ 100.47	\$ 1.00	\$ 2.00	\$ 103.47	\$ 3.00	\$ -	\$ 10.95	\$ 117.42
245/40R17	VSB	W SL	109060366	\$ 109.82	\$ 1.00	\$ 2.00	\$ 112.82	\$ 3.00	\$ -	\$ 10.95	\$ 126.77
275/40R20	VSB	W XL	109062366	\$ 153.93	\$ 1.00	\$ 2.00	\$ 156.93	\$ 3.00	\$ -	\$ 10.95	\$ 170.88
235/40R18	VSB	W XL	109063366	\$ 120.93	\$ 1.00	\$ 2.00	\$ 123.93	\$ 3.00	\$ -	\$ 10.95	\$ 137.88
235/50R17	VSB	W SL	109064366	\$ 116.56	\$ 1.00	\$ 2.00	\$ 119.56	\$ 3.00	\$ -	\$ 10.95	\$ 133.51
215/45R18	VSB	W XL	109065366	\$ 114.04	\$ 1.00	\$ 2.00	\$ 117.04	\$ 3.00	\$ -	\$ 10.95	\$ 130.99
245/35R20	VSB	W XL	109066366	\$ 115.33	\$ 1.00	\$ 2.00	\$ 118.33	\$ 3.00	\$ -	\$ 10.95	\$ 132.28
245/45R20	VSB	W XL	109069366	\$ 144.64	\$ 1.00	\$ 2.00	\$ 147.64	\$ 3.00	\$ -	\$ 10.95	\$ 161.59
255/40R18	VSB	W XL	109072366	\$ 149.27	\$ 1.00	\$ 2.00	\$ 152.27	\$ 3.00	\$ -	\$ 10.95	\$ 166.22
255/35R19	VSB	W XL	109074366	\$ 158.39	\$ 1.00	\$ 2.00	\$ 161.39	\$ 3.00	\$ -	\$ 10.95	\$ 175.34
255/40R17	VSB	W SL	109075366	\$ 101.91	\$ 1.00	\$ 2.00	\$ 104.91	\$ 3.00	\$ -	\$ 10.95	\$ 118.86
245/40R19	VSB	W SL	109077366	\$ 165.93	\$ 1.00	\$ 2.00	\$ 168.93	\$ 3.00	\$ -	\$ 10.95	\$ 182.88
245/50R18	VSB	V SL	109079366	\$ 146.53	\$ 1.00	\$ 2.00	\$ 149.53	\$ 3.00	\$ -	\$ 10.95	\$ 163.48
255/35R18	VSB	W XL	109080366	\$ 150.02	\$ 1.00	\$ 2.00	\$ 153.02	\$ 3.00	\$ -	\$ 10.95	\$ 166.97
255/35R20	VSB	W XL	109081366	\$ 123.04	\$ 1.00	\$ 2.00	\$ 126.04	\$ 3.00	\$ -	\$ 10.95	\$ 139.99
255/45R20	VSB	W SL	109082366	\$ 139.55	\$ 1.00	\$ 2.00	\$ 142.55	\$ 3.00	\$ -	\$ 10.95	\$ 156.50
225/50R17	VSB	W SL	109083366	\$ 100.34	\$ 1.00	\$ 2.00	\$ 103.34	\$ 3.00	\$ -	\$ 10.95	\$ 117.29
235/45R18	VSB	V SL	109084366	\$ 123.57	\$ 1.00	\$ 2.00	\$ 126.57	\$ 3.00	\$ -	\$ 10.95	\$ 140.52
215/55R17	VSB	V SL	109085366	\$ 96.19	\$ 1.00	\$ 2.00	\$ 99.19	\$ 3.00	\$ -	\$ 10.95	\$ 113.14
225/55R18	BLT	V SL	109086382	\$ 104.53	\$ 1.00	\$ 2.00	\$ 107.53	\$ 3.00	\$ -	\$ 10.95	\$ 121.48
225/60R18	VSB	V SL	109132366	\$ 103.27	\$ 1.00	\$ 2.00	\$ 106.27	\$ 3.00	\$ -	\$ 10.95	\$ 120.22
235/60R18	VSB	V XL	109133366	\$ 118.54	\$ 1.00	\$ 2.00	\$ 121.54	\$ 3.00	\$ -	\$ 10.95	\$ 135.49

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
205/50R16	VSB	V SL	109134366	\$ 85.13	\$ 1.00	\$ 2.00	\$ 88.13	\$ 3.00	\$ -	\$ 10.95	\$ 102.08
205/45R17	VSB	V XL	109136366	\$ 89.13	\$ 1.00	\$ 2.00	\$ 92.13	\$ 3.00	\$ -	\$ 10.95	\$ 106.08
275/55R20	VSB	V XL	109138366	\$ 113.75	\$ 1.00	\$ 2.00	\$ 116.75	\$ 3.00	\$ -	\$ 10.95	\$ 130.70
195/65R15	VSB	V SL	109174366	\$ 60.01	\$ 1.00	\$ 2.00	\$ 63.01	\$ 3.00	\$ -	\$ 10.95	\$ 76.96
235/45R17	VSB	W SL	109270366	\$ 98.58	\$ 1.00	\$ 2.00	\$ 101.58	\$ 3.00	\$ -	\$ 10.95	\$ 115.53
225/60R16	VSB	V SL	109361366	\$ 80.44	\$ 1.00	\$ 2.00	\$ 83.44	\$ 3.00	\$ -	\$ 10.95	\$ 97.39
225/55R16	VSB	V SL	109485366	\$ 81.26	\$ 1.00	\$ 2.00	\$ 84.26	\$ 3.00	\$ -	\$ 10.95	\$ 98.21
205/50R17	VSB	V XL	109576366	\$ 101.25	\$ 1.00	\$ 2.00	\$ 104.25	\$ 3.00	\$ -	\$ 10.95	\$ 118.20
195/60R15	VSB	V SL	109848366	\$ 62.12	\$ 1.00	\$ 2.00	\$ 65.12	\$ 3.00	\$ -	\$ 10.95	\$ 79.07
215/55R16	VSB	V SL	109887366	\$ 80.76	\$ 1.00	\$ 2.00	\$ 83.76	\$ 3.00	\$ -	\$ 10.95	\$ 97.71
215/60R16	VSB	V SL	109902366	\$ 82.58	\$ 1.00	\$ 2.00	\$ 85.58	\$ 3.00	\$ -	\$ 10.95	\$ 99.53
205/55R16	VSB	V SL	109907366	\$ 80.04	\$ 1.00	\$ 2.00	\$ 83.04	\$ 3.00	\$ -	\$ 10.95	\$ 96.99
205/60R16	VSB	V SL	109910366	\$ 77.42	\$ 1.00	\$ 2.00	\$ 80.42	\$ 3.00	\$ -	\$ 10.95	\$ 94.37
195/55R15	VSB	V SL	109911366	\$ 71.47	\$ 1.00	\$ 2.00	\$ 74.47	\$ 3.00	\$ -	\$ 10.95	\$ 88.42
215/50R17	VSB	V SL	109912366	\$ 101.73	\$ 1.00	\$ 2.00	\$ 104.73	\$ 3.00	\$ -	\$ 10.95	\$ 118.68
225/55R17	VSB	V SL	109923366	\$ 105.54	\$ 1.00	\$ 2.00	\$ 108.54	\$ 3.00	\$ -	\$ 10.95	\$ 122.49
Eagle Excellence ROF											
245/40R19	BLT	Y XL	111003513	\$ 302.72	\$ 1.00	\$ 2.00	\$ 305.72	\$ 3.00	\$ -	\$ 10.95	\$ 319.67
245/45R19	BLT	Y SL	111016513	\$ 312.80	\$ 1.00	\$ 2.00	\$ 315.80	\$ 3.00	\$ -	\$ 10.95	\$ 329.75
275/40R19	BLT	Y SL	111017513	\$ 327.69	\$ 1.00	\$ 2.00	\$ 330.69	\$ 3.00	\$ -	\$ 10.95	\$ 344.64
245/55R17	BLT	W SL	111018513	\$ 282.54	\$ 1.00	\$ 2.00	\$ 285.54	\$ 3.00	\$ -	\$ 10.95	\$ 299.49
245/40R20	BLT	Y XL	111045513	\$ 355.43	\$ 1.00	\$ 2.00	\$ 358.43	\$ 3.00	\$ -	\$ 10.95	\$ 372.38
275/35R20	BLT	Y XL	111048513	\$ 395.95	\$ 1.00	\$ 2.00	\$ 398.95	\$ 3.00	\$ -	\$ 10.95	\$ 412.90
225/55R17	BLT	Y SL	111272513	\$ 196.15	\$ 1.00	\$ 2.00	\$ 199.15	\$ 3.00	\$ -	\$ 10.95	\$ 213.10
245/45R18	BLT	Y SL	111443513	\$ 252.41	\$ 1.00	\$ 2.00	\$ 255.41	\$ 3.00	\$ -	\$ 10.95	\$ 269.36
275/35R19	BLT	Y SL	111446513	\$ 357.76	\$ 1.00	\$ 2.00	\$ 360.76	\$ 3.00	\$ -	\$ 10.95	\$ 374.71
225/45R17	VSB	W SL	111870513	\$ 231.19	\$ 1.00	\$ 2.00	\$ 234.19	\$ 3.00	\$ -	\$ 10.95	\$ 248.14
195/55R16	VSB	V SL	111971513	\$ 190.89	\$ 1.00	\$ 2.00	\$ 193.89	\$ 3.00	\$ -	\$ 10.95	\$ 207.84
245/40R17	VSB	W SL	111985513	\$ 298.12	\$ 1.00	\$ 2.00	\$ 301.12	\$ 3.00	\$ -	\$ 10.95	\$ 315.07
245/40R17	MBW	Y SL	111986356	\$ 307.44	\$ 1.00	\$ 2.00	\$ 310.44	\$ 3.00	\$ -	\$ 10.95	\$ 324.39
Efficient Grip											
225/45R18	BLT	Y SL	112005344	\$ 199.36	\$ 1.00	\$ 2.00	\$ 202.36	\$ 3.00	\$ -	\$ 10.95	\$ 216.31
255/40R18	BLT	Y SL	112006344	\$ 231.41	\$ 1.00	\$ 2.00	\$ 234.41	\$ 3.00	\$ -	\$ 10.95	\$ 248.36
235/45R19	BLT	V SL	112014344	\$ 219.13	\$ 1.00	\$ 2.00	\$ 222.13	\$ 3.00	\$ -	\$ 10.95	\$ 236.08
235/55R19	BLT	V XL	112019381	\$ 209.06	\$ 1.00	\$ 2.00	\$ 212.06	\$ 3.00	\$ -	\$ 10.95	\$ 226.01
255/50R19	BLT	Y SL	112068344	\$ 371.42	\$ 1.00	\$ 2.00	\$ 374.42	\$ 3.00	\$ -	\$ 10.95	\$ 388.37
255/45R20	BLT	Y SL	112126344	\$ 319.07	\$ 1.00	\$ 2.00	\$ 322.07	\$ 3.00	\$ -	\$ 10.95	\$ 336.02

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
285/40R20	BLT	Y SL	112185344	\$ 344.06	\$ 1.00	\$ 2.00	\$ 347.06	\$ 3.00	\$ -	\$ 10.95	\$ 361.01
205/55R16	BLT	W SL	112187344	\$ 162.78	\$ 1.00	\$ 2.00	\$ 165.78	\$ 3.00	\$ -	\$ 10.95	\$ 179.73
205/55R16	BLT	W SL	112187381	\$ 88.16	\$ 1.00	\$ 2.00	\$ 91.16	\$ 3.00	\$ -	\$ 10.95	\$ 105.11
255/40R18	BLT	V SL	112199344	\$ 238.24	\$ 1.00	\$ 2.00	\$ 241.24	\$ 3.00	\$ -	\$ 10.95	\$ 255.19
225/45R18	BLT	V SL	112206344	\$ 200.52	\$ 1.00	\$ 2.00	\$ 203.52	\$ 3.00	\$ -	\$ 10.95	\$ 217.47
255/40R19	BLT	Y XL	112228344	\$ 273.69	\$ 1.00	\$ 2.00	\$ 276.69	\$ 3.00	\$ -	\$ 10.95	\$ 290.64
225/45R18	BLT	W SL	112303344	\$ 199.17	\$ 1.00	\$ 2.00	\$ 202.17	\$ 3.00	\$ -	\$ 10.95	\$ 216.12
255/45R18	BLT	Y SL	112350381	\$ 248.41	\$ 1.00	\$ 2.00	\$ 251.41	\$ 3.00	\$ -	\$ 10.95	\$ 265.36
Ultra Grip 8 Performance											
235/60R16	BLT	H SL	117334373	\$ 112.49	\$ 1.00	\$ 2.00	\$ 115.49	\$ 3.00	\$ -	\$ 10.95	\$ 129.44
205/55R16	BLT	V XL	117761373	\$ 111.05	\$ 1.00	\$ 2.00	\$ 114.05	\$ 3.00	\$ -	\$ 10.95	\$ 128.00
215/55R16	BLT	H XL	117762373	\$ 115.39	\$ 1.00	\$ 2.00	\$ 118.39	\$ 3.00	\$ -	\$ 10.95	\$ 132.34
215/55R17	BLT	V XL	117763373	\$ 127.01	\$ 1.00	\$ 2.00	\$ 130.01	\$ 3.00	\$ -	\$ 10.95	\$ 143.96
225/55R17	BLT	V XL	117764373	\$ 135.00	\$ 1.00	\$ 2.00	\$ 138.00	\$ 3.00	\$ -	\$ 10.95	\$ 151.95
205/50R17	BLT	V XL	117767373	\$ 125.56	\$ 1.00	\$ 2.00	\$ 128.56	\$ 3.00	\$ -	\$ 10.95	\$ 142.51
225/45R17	BLT	V XL	117768373	\$ 148.76	\$ 1.00	\$ 2.00	\$ 151.76	\$ 3.00	\$ -	\$ 10.95	\$ 165.71
235/45R17	BLT	V XL	117771373	\$ 153.11	\$ 1.00	\$ 2.00	\$ 156.11	\$ 3.00	\$ -	\$ 10.95	\$ 170.06
245/45R17	BLT	V XL	117772373	\$ 155.31	\$ 1.00	\$ 2.00	\$ 158.31	\$ 3.00	\$ -	\$ 10.95	\$ 172.26
235/50R18	BLT	V XL	117773373	\$ 174.65	\$ 1.00	\$ 2.00	\$ 177.65	\$ 3.00	\$ -	\$ 10.95	\$ 191.60
225/40R18	BLT	V XL	117775373	\$ 162.56	\$ 1.00	\$ 2.00	\$ 165.56	\$ 3.00	\$ -	\$ 10.95	\$ 179.51
245/45R18	BLT	V XL	117778373	\$ 184.15	\$ 1.00	\$ 2.00	\$ 187.15	\$ 3.00	\$ -	\$ 10.95	\$ 201.10
215/45R17	BLT	V XL	117779373	\$ 142.59	\$ 1.00	\$ 2.00	\$ 145.59	\$ 3.00	\$ -	\$ 10.95	\$ 159.54
Fierce Instinct											
225/55R17	BSW	V SL	353228177	\$ 84.95	\$ 1.00	\$ 2.00	\$ 87.95	\$ 3.00	\$ -	\$ 10.95	\$ 101.90
245/35ZR20	BSW	W XL	353279178	\$ 100.02	\$ 1.00	\$ 2.00	\$ 103.02	\$ 3.00	\$ -	\$ 10.95	\$ 116.97
195/55R15	BSW	V SL	353532177	\$ 62.56	\$ 1.00	\$ 2.00	\$ 65.56	\$ 3.00	\$ -	\$ 10.95	\$ 79.51
235/45ZR17	BSW	W SL	353544178	\$ 84.85	\$ 1.00	\$ 2.00	\$ 87.85	\$ 3.00	\$ -	\$ 10.95	\$ 101.80
245/40ZR17	BSW	W SL	353545178	\$ 90.45	\$ 1.00	\$ 2.00	\$ 93.45	\$ 3.00	\$ -	\$ 10.95	\$ 107.40
245/45ZR17	BSW	W SL	353547178	\$ 86.71	\$ 1.00	\$ 2.00	\$ 89.71	\$ 3.00	\$ -	\$ 10.95	\$ 103.66
255/40ZR17	BSW	W SL	353549178	\$ 90.24	\$ 1.00	\$ 2.00	\$ 93.24	\$ 3.00	\$ -	\$ 10.95	\$ 107.19
225/50R16	BSW	V SL	353679177	\$ 70.34	\$ 1.00	\$ 2.00	\$ 73.34	\$ 3.00	\$ -	\$ 10.95	\$ 87.29
205/50R16	BSW	V SL	353911177	\$ 67.98	\$ 1.00	\$ 2.00	\$ 70.98	\$ 3.00	\$ -	\$ 10.95	\$ 84.93
205/55R16	BSW	V SL	353912177	\$ 66.15	\$ 1.00	\$ 2.00	\$ 69.15	\$ 3.00	\$ -	\$ 10.95	\$ 83.10
215/55R16	BSW	V SL	353913177	\$ 70.49	\$ 1.00	\$ 2.00	\$ 73.49	\$ 3.00	\$ -	\$ 10.95	\$ 87.44
225/55R16	BSW	V SL	353914177	\$ 72.10	\$ 1.00	\$ 2.00	\$ 75.10	\$ 3.00	\$ -	\$ 10.95	\$ 89.05
205/50R17	BSW	V XL	353915177	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
215/50R17	BSW	V SL	353916177	\$ 78.78	\$ 1.00	\$ 2.00	\$ 81.78	\$ 3.00	\$ -	\$ 10.95	\$ 95.73

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
215/55R17	BSW	V SL	353917177	\$ 78.30	\$ 1.00	\$ 2.00	\$ 81.30	\$ 3.00	\$ -	\$ 10.95	\$ 95.25
215/45ZR17	BSW	W XL	353941178	\$ 74.68	\$ 1.00	\$ 2.00	\$ 77.68	\$ 3.00	\$ -	\$ 10.95	\$ 91.63
225/45ZR17	BSW	W XL	353942178	\$ 77.10	\$ 1.00	\$ 2.00	\$ 80.10	\$ 3.00	\$ -	\$ 10.95	\$ 94.05
225/50ZR17	BSW	W SL	353943178	\$ 86.24	\$ 1.00	\$ 2.00	\$ 89.24	\$ 3.00	\$ -	\$ 10.95	\$ 103.19
235/55ZR17	BSW	W SL	353945178	\$ 93.98	\$ 1.00	\$ 2.00	\$ 96.98	\$ 3.00	\$ -	\$ 10.95	\$ 110.93
225/40ZR18	BSW	W XL	353946178	\$ 81.10	\$ 1.00	\$ 2.00	\$ 84.10	\$ 3.00	\$ -	\$ 10.95	\$ 98.05
235/40ZR18	BSW	W XL	353947178	\$ 102.04	\$ 1.00	\$ 2.00	\$ 105.04	\$ 3.00	\$ -	\$ 10.95	\$ 118.99
245/40ZR18	BSW	W SL	353949178	\$ 114.60	\$ 1.00	\$ 2.00	\$ 117.60	\$ 3.00	\$ -	\$ 10.95	\$ 131.55
255/40ZR18	BSW	W XL	353953178	\$ 116.56	\$ 1.00	\$ 2.00	\$ 119.56	\$ 3.00	\$ -	\$ 10.95	\$ 133.51
215/45ZR18	BSW	W XL	353954178	\$ 94.36	\$ 1.00	\$ 2.00	\$ 97.36	\$ 3.00	\$ -	\$ 10.95	\$ 111.31
225/45ZR18	BSW	W XL	353955178	\$ 96.09	\$ 1.00	\$ 2.00	\$ 99.09	\$ 3.00	\$ -	\$ 10.95	\$ 113.04
245/45ZR18	BSW	W SL	353956178	\$ 107.71	\$ 1.00	\$ 2.00	\$ 110.71	\$ 3.00	\$ -	\$ 10.95	\$ 124.66
235/50ZR18	BSW	W SL	353958178	\$ 114.54	\$ 1.00	\$ 2.00	\$ 117.54	\$ 3.00	\$ -	\$ 10.95	\$ 131.49
245/40ZR19	BSW	W XL	353987178	\$ 119.39	\$ 1.00	\$ 2.00	\$ 122.39	\$ 3.00	\$ -	\$ 10.95	\$ 136.34
265/35ZR22	BSW	W XL	353989178	\$ 117.03	\$ 1.00	\$ 2.00	\$ 120.03	\$ 3.00	\$ -	\$ 10.95	\$ 133.98
Eagle F1 Supercar											
P235/45ZR18	VSB	Y LL	389024128	\$ 239.72	\$ 1.00	\$ 2.00	\$ 242.72	\$ 3.00	\$ -	\$ 10.95	\$ 256.67
P315/40ZR19	VSB	Y LL	389025128	\$ 389.05	\$ 1.00	\$ 2.00	\$ 392.05	\$ 3.00	\$ -	\$ 10.95	\$ 406.00
P285/40ZR18	VSB	W LL	389027128	\$ 117.12	\$ 1.00	\$ 2.00	\$ 120.12	\$ 3.00	\$ -	\$ 10.95	\$ 134.07
P255/45ZR18	VSB	W SL	389046128	\$ 120.08	\$ 1.00	\$ 2.00	\$ 123.08	\$ 3.00	\$ -	\$ 10.95	\$ 137.03
P295/35ZR18	VSB	Y SL	389118128	\$ 324.16	\$ 1.00	\$ 2.00	\$ 327.16	\$ 3.00	\$ -	\$ 10.95	\$ 341.11
P265/40ZR17	VSB	Y LL	389119128	\$ 293.94	\$ 1.00	\$ 2.00	\$ 296.94	\$ 3.00	\$ -	\$ 10.95	\$ 310.89
245/45ZR20	VSB	Y SL	389122128	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
255/45ZR20	VSB	Y SL	389123128	\$ 224.95	\$ 1.00	\$ 2.00	\$ 227.95	\$ 3.00	\$ -	\$ 10.95	\$ 241.90
255/35ZR22	VSB	W XL	389357128	\$ 130.97	\$ 1.00	\$ 2.00	\$ 133.97	\$ 3.00	\$ -	\$ 10.95	\$ 147.92
285/35ZR22	VSB	W SL	389358128	\$ 141.68	\$ 1.00	\$ 2.00	\$ 144.68	\$ 3.00	\$ -	\$ 10.95	\$ 158.63
P255/40R19	VSB	W SL	389385128	\$ 160.57	\$ 1.00	\$ 2.00	\$ 163.57	\$ 3.00	\$ -	\$ 10.95	\$ 177.52
P285/35R19	VSB	W LL	389386128	\$ 179.46	\$ 1.00	\$ 2.00	\$ 182.46	\$ 3.00	\$ -	\$ 10.95	\$ 196.41
245/45ZR20	VSB	Y SL	389926128	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
P285/35ZR20	VSB	Y LL	408027316	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
P285/35ZR20	VSB	Y LL	408028328	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
P325/30ZR19	VSB	Y LL	408029330	\$ 344.82	\$ 1.00	\$ 2.00	\$ 347.82	\$ 3.00	\$ -	\$ 10.95	\$ 361.77
P325/30ZR19	VSB	Y LL	408029331	\$ 344.82	\$ 1.00	\$ 2.00	\$ 347.82	\$ 3.00	\$ -	\$ 10.95	\$ 361.77
P265/40ZR19	VSB	Y SL	408030316	\$ 195.20	\$ 1.00	\$ 2.00	\$ 198.20	\$ 3.00	\$ -	\$ 10.95	\$ 212.15
P265/40ZR19	VSB	Y SL	408031328	\$ 195.20	\$ 1.00	\$ 2.00	\$ 198.20	\$ 3.00	\$ -	\$ 10.95	\$ 212.15
285/35ZR20	VSB	Y SL	408038316	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
285/35ZR20	VSB	Y SL	408038328	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
305/35ZR20	VSB	Y SL	408039316	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
305/35ZR20	VSB	Y SL	408039328	\$ 223.54	\$ 1.00	\$ 2.00	\$ 226.54	\$ 3.00	\$ -	\$ 10.95	\$ 240.49
P275/35ZR18	VSB	Y LL	408561330	\$ 289.12	\$ 1.00	\$ 2.00	\$ 292.12	\$ 3.00	\$ -	\$ 10.95	\$ 306.07
P275/35ZR18	VSB	Y LL	408561331	\$ 289.12	\$ 1.00	\$ 2.00	\$ 292.12	\$ 3.00	\$ -	\$ 10.95	\$ 306.07
P275/35ZR18	VSB	Y LL	412561506	\$ 300.86	\$ 1.00	\$ 2.00	\$ 303.86	\$ 3.00	\$ -	\$ 10.95	\$ 317.81
P325/30ZR19	VSB	Y LL	412562506	\$ 339.59	\$ 1.00	\$ 2.00	\$ 342.59	\$ 3.00	\$ -	\$ 10.95	\$ 356.54
P245/40ZR18	VSB	Y LL	412609506	\$ 258.80	\$ 1.00	\$ 2.00	\$ 261.80	\$ 3.00	\$ -	\$ 10.95	\$ 275.75
P285/35ZR19	VSB	Y LL	412610506	\$ 305.40	\$ 1.00	\$ 2.00	\$ 308.40	\$ 3.00	\$ -	\$ 10.95	\$ 322.35
Assurance Tripletred A/S											
P215/60R16	VSB	V SL	399080349	\$ 90.67	\$ 1.00	\$ 2.00	\$ 93.67	\$ 3.00	\$ -	\$ 10.95	\$ 107.62
P215/60R16	VSB	T SL	399086349	\$ 87.84	\$ 1.00	\$ 2.00	\$ 90.84	\$ 3.00	\$ -	\$ 10.95	\$ 104.79
215/65R16	VSB	T SL	399159349	\$ 88.84	\$ 1.00	\$ 2.00	\$ 91.84	\$ 3.00	\$ -	\$ 10.95	\$ 105.79
235/55R17	VSB	H SL	399181349	\$ 121.25	\$ 1.00	\$ 2.00	\$ 124.25	\$ 3.00	\$ -	\$ 10.95	\$ 138.20
P215/65R17	VSB	H SL	399186349	\$ 96.95	\$ 1.00	\$ 2.00	\$ 99.95	\$ 3.00	\$ -	\$ 10.95	\$ 113.90
235/65R16	VSB	T SL	399207349	\$ 94.47	\$ 1.00	\$ 2.00	\$ 97.47	\$ 3.00	\$ -	\$ 10.95	\$ 111.42
205/65R15	VSB	H SL	399331349	\$ 79.82	\$ 1.00	\$ 2.00	\$ 82.82	\$ 3.00	\$ -	\$ 10.95	\$ 96.77
195/60R15	VSB	H SL	399333349	\$ 83.06	\$ 1.00	\$ 2.00	\$ 86.06	\$ 3.00	\$ -	\$ 10.95	\$ 100.01
225/55R17	VSB	H SL	399347349	\$ 115.19	\$ 1.00	\$ 2.00	\$ 118.19	\$ 3.00	\$ -	\$ 10.95	\$ 132.14
225/50R17	VSB	V SL	399364349	\$ 121.28	\$ 1.00	\$ 2.00	\$ 124.28	\$ 3.00	\$ -	\$ 10.95	\$ 138.23
205/50R17	VSB	V XL	399365349	\$ 119.53	\$ 1.00	\$ 2.00	\$ 122.53	\$ 3.00	\$ -	\$ 10.95	\$ 136.48
215/55R18	VSB	H SL	399367349	\$ 119.88	\$ 1.00	\$ 2.00	\$ 122.88	\$ 3.00	\$ -	\$ 10.95	\$ 136.83
205/55R16	VSB	H XL	399508349	\$ 93.34	\$ 1.00	\$ 2.00	\$ 96.34	\$ 3.00	\$ -	\$ 10.95	\$ 110.29
P215/50R17	VSB	V XL	399511349	\$ 111.08	\$ 1.00	\$ 2.00	\$ 114.08	\$ 3.00	\$ -	\$ 10.95	\$ 128.03
195/65R15	VSB	H SL	399535349	\$ 78.95	\$ 1.00	\$ 2.00	\$ 81.95	\$ 3.00	\$ -	\$ 10.95	\$ 95.90
P205/60R16	VSB	V SL	399543349	\$ 87.65	\$ 1.00	\$ 2.00	\$ 90.65	\$ 3.00	\$ -	\$ 10.95	\$ 104.60
225/60R16	VSB	H SL	399544349	\$ 92.05	\$ 1.00	\$ 2.00	\$ 95.05	\$ 3.00	\$ -	\$ 10.95	\$ 109.00
215/60R17	VSB	H SL	399546349	\$ 99.74	\$ 1.00	\$ 2.00	\$ 102.74	\$ 3.00	\$ -	\$ 10.95	\$ 116.69
P225/60R17	VSB	H SL	399547349	\$ 112.79	\$ 1.00	\$ 2.00	\$ 115.79	\$ 3.00	\$ -	\$ 10.95	\$ 129.74
215/55R17	VSB	V SL	399548349	\$ 101.45	\$ 1.00	\$ 2.00	\$ 104.45	\$ 3.00	\$ -	\$ 10.95	\$ 118.40
215/55R16	VSB	H XL	399590349	\$ 96.86	\$ 1.00	\$ 2.00	\$ 99.86	\$ 3.00	\$ -	\$ 10.95	\$ 113.81
235/45R17	VSB	V XL	399624349	\$ 131.57	\$ 1.00	\$ 2.00	\$ 134.57	\$ 3.00	\$ -	\$ 10.95	\$ 148.52
Integrity											
P235/70R16	B03	S SL	402027477	\$ 100.59	\$ 1.00	\$ 2.00	\$ 103.59	\$ 3.00	\$ -	\$ 10.95	\$ 117.54
P185/65R15	B03	S SL	402032477	\$ 69.61	\$ 1.00	\$ 2.00	\$ 72.61	\$ 3.00	\$ -	\$ 10.95	\$ 86.56
P235/65R17	B03	S SL	402050073	\$ 104.31	\$ 1.00	\$ 2.00	\$ 107.31	\$ 3.00	\$ -	\$ 10.95	\$ 121.26
P235/65R17	BSL	T SL	402070156	\$ 107.45	\$ 1.00	\$ 2.00	\$ 110.45	\$ 3.00	\$ -	\$ 10.95	\$ 124.40
185/70R14	B03	S SL	402102477	\$ 55.92	\$ 1.00	\$ 2.00	\$ 58.92	\$ 3.00	\$ -	\$ 10.95	\$ 72.87

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P175/70R14	VSB	T SL	402268047	\$ 52.74	\$ 1.00	\$ 2.00	\$ 55.74	\$ 3.00	\$ -	\$ 10.95	\$ 69.69
215/70R15	VSB	S SL	402282047	\$ 62.40	\$ 1.00	\$ 2.00	\$ 65.40	\$ 3.00	\$ -	\$ 10.95	\$ 79.35
P195/65R15	B03	S SL	402289477	\$ 73.42	\$ 1.00	\$ 2.00	\$ 76.42	\$ 3.00	\$ -	\$ 10.95	\$ 90.37
P225/60R16	B03	S SL	402314073	\$ 84.63	\$ 1.00	\$ 2.00	\$ 87.63	\$ 3.00	\$ -	\$ 10.95	\$ 101.58
P205/65R15	B03	T SL	402406477	\$ 75.06	\$ 1.00	\$ 2.00	\$ 78.06	\$ 3.00	\$ -	\$ 10.95	\$ 92.01
P215/65R17	VSB	T SL	402432047	\$ 91.56	\$ 1.00	\$ 2.00	\$ 94.56	\$ 3.00	\$ -	\$ 10.95	\$ 108.51
P235/60R16	VSB	S SL	402464155	\$ 92.50	\$ 1.00	\$ 2.00	\$ 95.50	\$ 3.00	\$ -	\$ 10.95	\$ 109.45
P225/70R16	B03	S SL	402469477	\$ 91.93	\$ 1.00	\$ 2.00	\$ 94.93	\$ 3.00	\$ -	\$ 10.95	\$ 108.88
225/65R17	VSB	S SL	402479047	\$ 102.33	\$ 1.00	\$ 2.00	\$ 105.33	\$ 3.00	\$ -	\$ 10.95	\$ 119.28
P175/65R14	B03	S SL	402531073	\$ 59.51	\$ 1.00	\$ 2.00	\$ 62.51	\$ 3.00	\$ -	\$ 10.95	\$ 76.46
P225/60R17	B03	S SL	402541477	\$ 100.53	\$ 1.00	\$ 2.00	\$ 103.53	\$ 3.00	\$ -	\$ 10.95	\$ 117.48
P225/60R16	B03	S SL	402542073	\$ 83.12	\$ 1.00	\$ 2.00	\$ 86.12	\$ 3.00	\$ -	\$ 10.95	\$ 100.07
185/55R15	VSB	T SL	402602047	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
P195/70R14	VSB	S SL	402827047	\$ 61.90	\$ 1.00	\$ 2.00	\$ 64.90	\$ 3.00	\$ -	\$ 10.95	\$ 78.85
P185/65R14	B03	S SL	402879477	\$ 56.92	\$ 1.00	\$ 2.00	\$ 59.92	\$ 3.00	\$ -	\$ 10.95	\$ 73.87
Assurance All-Season											
215/65R16	VSB	T SL	407016374	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
185/65R14	VSB	T SL	407106374	\$ 57.93	\$ 1.00	\$ 2.00	\$ 60.93	\$ 3.00	\$ -	\$ 10.95	\$ 74.88
225/55R16	VSB	H SL	407165374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
235/65R16	VSB	T SL	407207374	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
205/60R16	VSB	T SL	407212374	\$ 67.38	\$ 1.00	\$ 2.00	\$ 70.38	\$ 3.00	\$ -	\$ 10.95	\$ 84.33
215/55R17	VSB	H SL	407213374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
185/65R15	VSB	T SL	407259374	\$ 57.23	\$ 1.00	\$ 2.00	\$ 60.23	\$ 3.00	\$ -	\$ 10.95	\$ 74.18
225/65R17	VSB	T SL	407285374	\$ 80.35	\$ 1.00	\$ 2.00	\$ 83.35	\$ 3.00	\$ -	\$ 10.95	\$ 97.30
235/60R17	VSB	T SL	407323374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
215/60R17	VSB	T SL	407348374	\$ 74.93	\$ 1.00	\$ 2.00	\$ 77.93	\$ 3.00	\$ -	\$ 10.95	\$ 91.88
225/70R16	VSB	T SL	407378374	\$ 78.51	\$ 1.00	\$ 2.00	\$ 81.51	\$ 3.00	\$ -	\$ 10.95	\$ 95.46
185/70R14	VSB	T SL	407476374	\$ 55.94	\$ 1.00	\$ 2.00	\$ 58.94	\$ 3.00	\$ -	\$ 10.95	\$ 72.89
195/65R15	VSB	T SL	407477374	\$ 55.41	\$ 1.00	\$ 2.00	\$ 58.41	\$ 3.00	\$ -	\$ 10.95	\$ 72.36
205/65R15	VSB	T SL	407478374	\$ 60.24	\$ 1.00	\$ 2.00	\$ 63.24	\$ 3.00	\$ -	\$ 10.95	\$ 77.19
215/55R16	VSB	H SL	407525374	\$ 72.41	\$ 1.00	\$ 2.00	\$ 75.41	\$ 3.00	\$ -	\$ 10.95	\$ 89.36
215/60R16	VSB	T SL	407562374	\$ 70.52	\$ 1.00	\$ 2.00	\$ 73.52	\$ 3.00	\$ -	\$ 10.95	\$ 87.47
235/55R17	VSB	T SL	407599374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
225/50R17	VSB	T SL	407600374	\$ 86.27	\$ 1.00	\$ 2.00	\$ 89.27	\$ 3.00	\$ -	\$ 10.95	\$ 103.22
225/60R16	VSB	T SL	407715374	\$ 66.12	\$ 1.00	\$ 2.00	\$ 69.12	\$ 3.00	\$ -	\$ 10.95	\$ 83.07
215/65R17	VSB	T SL	407719374	\$ 76.82	\$ 1.00	\$ 2.00	\$ 79.82	\$ 3.00	\$ -	\$ 10.95	\$ 93.77
235/65R17	VSB	T SL	407722374	\$ 86.93	\$ 1.00	\$ 2.00	\$ 89.93	\$ 3.00	\$ -	\$ 10.95	\$ 103.88

GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/60R17	VSB	T SL	407723374	\$ 83.62	\$ 1.00	\$ 2.00	\$ 86.62	\$ 3.00	\$ -	\$ 10.95	\$ 100.57
225/55R17	VSB	T SL	407726374	\$ 82.81	\$ 1.00	\$ 2.00	\$ 85.81	\$ 3.00	\$ -	\$ 10.95	\$ 99.76
195/70R14	VSB	T SL	407736374	\$ 56.67	\$ 1.00	\$ 2.00	\$ 59.67	\$ 3.00	\$ -	\$ 10.95	\$ 73.62
185/60R15	VSB	T SL	407739374	\$ 59.16	\$ 1.00	\$ 2.00	\$ 62.16	\$ 3.00	\$ -	\$ 10.95	\$ 76.11
195/60R15	VSB	T SL	407740374	\$ 56.67	\$ 1.00	\$ 2.00	\$ 59.67	\$ 3.00	\$ -	\$ 10.95	\$ 73.62
205/60R15	VSB	T SL	407741374	\$ 61.08	\$ 1.00	\$ 2.00	\$ 64.08	\$ 3.00	\$ -	\$ 10.95	\$ 78.03
205/65R16	VSB	H SL	407780374	\$ 67.76	\$ 1.00	\$ 2.00	\$ 70.76	\$ 3.00	\$ -	\$ 10.95	\$ 84.71
205/55R16	VSB	H SL	407781374	\$ 62.39	\$ 1.00	\$ 2.00	\$ 65.39	\$ 3.00	\$ -	\$ 10.95	\$ 79.34
215/70R16	VSB	T SL	407782374	\$ 81.86	\$ 1.00	\$ 2.00	\$ 84.86	\$ 3.00	\$ -	\$ 10.95	\$ 98.81
215/70R15	VSB	T SL	407783374	\$ 60.45	\$ 1.00	\$ 2.00	\$ 63.45	\$ 3.00	\$ -	\$ 10.95	\$ 77.40
235/60R16	VSB	T SL	407784374	\$ 78.73	\$ 1.00	\$ 2.00	\$ 81.73	\$ 3.00	\$ -	\$ 10.95	\$ 95.68
205/70R15	VSB	T SL	407785374	\$ 60.48	\$ 1.00	\$ 2.00	\$ 63.48	\$ 3.00	\$ -	\$ 10.95	\$ 77.43
225/65R16	VSB	T SL	407786374	\$ 78.93	\$ 1.00	\$ 2.00	\$ 81.93	\$ 3.00	\$ -	\$ 10.95	\$ 95.88
195/55R16	VSB	T SL	407787374	\$ 69.69	\$ 1.00	\$ 2.00	\$ 72.69	\$ 3.00	\$ -	\$ 10.95	\$ 86.64
205/50R16	VSB	H SL	407788374	\$ 69.27	\$ 1.00	\$ 2.00	\$ 72.27	\$ 3.00	\$ -	\$ 10.95	\$ 86.22
205/75R15	VSB	T SL	407789374	\$ 62.97	\$ 1.00	\$ 2.00	\$ 65.97	\$ 3.00	\$ -	\$ 10.95	\$ 79.92
215/50R17	VSB	V SL	407790374	\$ 83.75	\$ 1.00	\$ 2.00	\$ 86.75	\$ 3.00	\$ -	\$ 10.95	\$ 100.70
215/65R15	VSB	T SL	407791374	\$ 62.34	\$ 1.00	\$ 2.00	\$ 65.34	\$ 3.00	\$ -	\$ 10.95	\$ 79.29
215/75R15	VSB	T SL	407792374	\$ 62.97	\$ 1.00	\$ 2.00	\$ 65.97	\$ 3.00	\$ -	\$ 10.95	\$ 79.92
225/60R18	VSB	H SL	407795374	\$ 86.09	\$ 1.00	\$ 2.00	\$ 89.09	\$ 3.00	\$ -	\$ 10.95	\$ 103.04
Assurance Comfortred Touring											
P205/60R15	VSB	H SL	413148329	\$ 89.01	\$ 1.00	\$ 2.00	\$ 92.01	\$ 3.00	\$ -	\$ 10.95	\$ 105.96
235/65R17	VSB	H SL	413188329	\$ 116.59	\$ 1.00	\$ 2.00	\$ 119.59	\$ 3.00	\$ -	\$ 10.95	\$ 133.54
P225/60R18	VSB	H SL	413189507	\$ 153.24	\$ 1.00	\$ 2.00	\$ 156.24	\$ 3.00	\$ -	\$ 10.95	\$ 170.19
235/65R16	VSB	T SL	413207329	\$ 100.37	\$ 1.00	\$ 2.00	\$ 103.37	\$ 3.00	\$ -	\$ 10.95	\$ 117.32
P235/60R18	VSB	T SL	413215507	\$ 149.05	\$ 1.00	\$ 2.00	\$ 152.05	\$ 3.00	\$ -	\$ 10.95	\$ 166.00
P225/60R16	WB	T SL	413314511	\$ 111.48	\$ 1.00	\$ 2.00	\$ 114.48	\$ 3.00	\$ -	\$ 10.95	\$ 128.43
235/55R17	VSB	H SL	413319329	\$ 128.51	\$ 1.00	\$ 2.00	\$ 131.51	\$ 3.00	\$ -	\$ 10.95	\$ 145.46
215/60R17	VSB	H SL	413322329	\$ 107.05	\$ 1.00	\$ 2.00	\$ 110.05	\$ 3.00	\$ -	\$ 10.95	\$ 124.00
225/70R16	VSB	T SL	413378329	\$ 99.52	\$ 1.00	\$ 2.00	\$ 102.52	\$ 3.00	\$ -	\$ 10.95	\$ 116.47
225/55R16	VSB	H SL	413379329	\$ 115.66	\$ 1.00	\$ 2.00	\$ 118.66	\$ 3.00	\$ -	\$ 10.95	\$ 132.61
215/65R16	VSB	T SL	413382329	\$ 93.08	\$ 1.00	\$ 2.00	\$ 96.08	\$ 3.00	\$ -	\$ 10.95	\$ 110.03
P225/55R18	VSB	H SL	413383329	\$ 128.86	\$ 1.00	\$ 2.00	\$ 131.86	\$ 3.00	\$ -	\$ 10.95	\$ 145.81
P215/65R17	VSB	T SL	413385329	\$ 99.99	\$ 1.00	\$ 2.00	\$ 102.99	\$ 3.00	\$ -	\$ 10.95	\$ 116.94
215/70R15	VSB	T SL	413390329	\$ 83.83	\$ 1.00	\$ 2.00	\$ 86.83	\$ 3.00	\$ -	\$ 10.95	\$ 100.78
P185/65R15	VSB	T SL	413393329	\$ 78.24	\$ 1.00	\$ 2.00	\$ 81.24	\$ 3.00	\$ -	\$ 10.95	\$ 95.19
205/65R15	VSB	H SL	413403329	\$ 85.44	\$ 1.00	\$ 2.00	\$ 88.44	\$ 3.00	\$ -	\$ 10.95	\$ 102.39

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/60R16	VSB	H SL	413407329	\$ 95.51	\$ 1.00	\$ 2.00	\$ 98.51	\$ 3.00	\$ -	\$ 10.95	\$ 112.46
235/60R16	VSB	H SL	413486329	\$ 112.67	\$ 1.00	\$ 2.00	\$ 115.67	\$ 3.00	\$ -	\$ 10.95	\$ 129.62
P225/60R17	VSB	H SL	413487329	\$ 130.82	\$ 1.00	\$ 2.00	\$ 133.82	\$ 3.00	\$ -	\$ 10.95	\$ 147.77
235/60R17	VSB	H SL	413488329	\$ 116.31	\$ 1.00	\$ 2.00	\$ 119.31	\$ 3.00	\$ -	\$ 10.95	\$ 133.26
195/65R15	VSB	H SL	413489329	\$ 83.83	\$ 1.00	\$ 2.00	\$ 86.83	\$ 3.00	\$ -	\$ 10.95	\$ 100.78
195/60R15	VSB	H SL	413490329	\$ 87.17	\$ 1.00	\$ 2.00	\$ 90.17	\$ 3.00	\$ -	\$ 10.95	\$ 104.12
P235/60R18	VSB	V SL	413495329	\$ 141.10	\$ 1.00	\$ 2.00	\$ 144.10	\$ 3.00	\$ -	\$ 10.95	\$ 158.05
235/55R18	VSB	V SL	413496329	\$ 143.03	\$ 1.00	\$ 2.00	\$ 146.03	\$ 3.00	\$ -	\$ 10.95	\$ 159.98
215/55R17	VSB	V SL	413497329	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
P215/60R16	VSB	V SL	413499329	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
P205/60R16	VSB	V SL	413500329	\$ 93.82	\$ 1.00	\$ 2.00	\$ 96.82	\$ 3.00	\$ -	\$ 10.95	\$ 110.77
225/55R17	VSB	V SL	413502329	\$ 123.39	\$ 1.00	\$ 2.00	\$ 126.39	\$ 3.00	\$ -	\$ 10.95	\$ 140.34
225/50R17	VSB	V SL	413509329	\$ 122.79	\$ 1.00	\$ 2.00	\$ 125.79	\$ 3.00	\$ -	\$ 10.95	\$ 139.74
P215/50R17	VSB	V XL	413511329	\$ 117.75	\$ 1.00	\$ 2.00	\$ 120.75	\$ 3.00	\$ -	\$ 10.95	\$ 134.70
P225/50R18	VSB	H SL	413513329	\$ 137.15	\$ 1.00	\$ 2.00	\$ 140.15	\$ 3.00	\$ -	\$ 10.95	\$ 154.10
245/45R18	VSB	V SL	413516329	\$ 158.96	\$ 1.00	\$ 2.00	\$ 161.96	\$ 3.00	\$ -	\$ 10.95	\$ 175.91
225/65R17	VSB	H SL	413517329	\$ 114.78	\$ 1.00	\$ 2.00	\$ 117.78	\$ 3.00	\$ -	\$ 10.95	\$ 131.73
205/55R16	VSB	H SL	413524329	\$ 101.19	\$ 1.00	\$ 2.00	\$ 104.19	\$ 3.00	\$ -	\$ 10.95	\$ 118.14
215/55R16	VSB	H SL	413525329	\$ 107.48	\$ 1.00	\$ 2.00	\$ 110.48	\$ 3.00	\$ -	\$ 10.95	\$ 124.43
225/45R17	VSB	V SL	413567329	\$ 112.28	\$ 1.00	\$ 2.00	\$ 115.28	\$ 3.00	\$ -	\$ 10.95	\$ 129.23
235/45R17	VSB	H SL	413572329	\$ 141.93	\$ 1.00	\$ 2.00	\$ 144.93	\$ 3.00	\$ -	\$ 10.95	\$ 158.88
205/50R17	VSB	V SL	413582329	\$ 121.02	\$ 1.00	\$ 2.00	\$ 124.02	\$ 3.00	\$ -	\$ 10.95	\$ 137.97
205/65R16	VSB	H SL	413780329	\$ 92.92	\$ 1.00	\$ 2.00	\$ 95.92	\$ 3.00	\$ -	\$ 10.95	\$ 109.87
Eagle LS-2											
245/40R18	BLT	H SL	706014308	\$ 151.72	\$ 1.00	\$ 2.00	\$ 154.72	\$ 3.00	\$ -	\$ 10.95	\$ 168.67
255/45R19	BLT	V SL	706016165	\$ 238.40	\$ 1.00	\$ 2.00	\$ 241.40	\$ 3.00	\$ -	\$ 10.95	\$ 255.35
285/40R19	BLT	V SL	706017165	\$ 272.43	\$ 1.00	\$ 2.00	\$ 275.43	\$ 3.00	\$ -	\$ 10.95	\$ 289.38
P235/50R18	VSB	H SL	706018163	\$ 135.38	\$ 1.00	\$ 2.00	\$ 138.38	\$ 3.00	\$ -	\$ 10.95	\$ 152.33
235/45R18	VSB	V SL	706038163	\$ 148.35	\$ 1.00	\$ 2.00	\$ 151.35	\$ 3.00	\$ -	\$ 10.95	\$ 165.30
P235/60R17	XNW	S XL	706052025	\$ 142.72	\$ 1.00	\$ 2.00	\$ 145.72	\$ 3.00	\$ -	\$ 10.95	\$ 159.67
255/55R18	VSB	H SL	706068163	\$ 126.00	\$ 1.00	\$ 2.00	\$ 129.00	\$ 3.00	\$ -	\$ 10.95	\$ 142.95
P275/55R20	B02	S SL	706069165	\$ 146.87	\$ 1.00	\$ 2.00	\$ 149.87	\$ 3.00	\$ -	\$ 10.95	\$ 163.82
245/50R18	BLT	V SL	706070322	\$ 237.27	\$ 1.00	\$ 2.00	\$ 240.27	\$ 3.00	\$ -	\$ 10.95	\$ 254.22
255/45R19	BLT	H XL	706073308	\$ 217.97	\$ 1.00	\$ 2.00	\$ 220.97	\$ 3.00	\$ -	\$ 10.95	\$ 234.92
245/50R18	BLT	W SL	706088322	\$ 251.31	\$ 1.00	\$ 2.00	\$ 254.31	\$ 3.00	\$ -	\$ 10.95	\$ 268.26
255/50R19	VSB	H XL	706110163	\$ 207.80	\$ 1.00	\$ 2.00	\$ 210.80	\$ 3.00	\$ -	\$ 10.95	\$ 224.75
225/45R17	BLT	H SL	706113308	\$ 90.05	\$ 1.00	\$ 2.00	\$ 93.05	\$ 3.00	\$ -	\$ 10.95	\$ 107.00

GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/50R18	VSB	H SL	706171163	\$ 125.94	\$ 1.00	\$ 2.00	\$ 128.94	\$ 3.00	\$ -	\$ 10.95	\$ 142.89
P205/55R16	BO1	T SL	706180034	\$ 86.46	\$ 1.00	\$ 2.00	\$ 89.46	\$ 3.00	\$ -	\$ 10.95	\$ 103.41
255/40R19	BLT	H XL	706195308	\$ 224.17	\$ 1.00	\$ 2.00	\$ 227.17	\$ 3.00	\$ -	\$ 10.95	\$ 241.12
255/45R18	BLT	H SL	706196308	\$ 211.14	\$ 1.00	\$ 2.00	\$ 214.14	\$ 3.00	\$ -	\$ 10.95	\$ 228.09
P215/45R17	VSB	H SL	706203163	\$ 113.57	\$ 1.00	\$ 2.00	\$ 116.57	\$ 3.00	\$ -	\$ 10.95	\$ 130.52
265/50R19	BLT	V XL	706215308	\$ 225.05	\$ 1.00	\$ 2.00	\$ 228.05	\$ 3.00	\$ -	\$ 10.95	\$ 242.00
245/45R18	BLT	H XL	706239308	\$ 185.16	\$ 1.00	\$ 2.00	\$ 188.16	\$ 3.00	\$ -	\$ 10.95	\$ 202.11
245/45R18	BLT	V XL	706260322	\$ 220.39	\$ 1.00	\$ 2.00	\$ 223.39	\$ 3.00	\$ -	\$ 10.95	\$ 237.34
245/45R19	BLT	V XL	706280322	\$ 240.57	\$ 1.00	\$ 2.00	\$ 243.57	\$ 3.00	\$ -	\$ 10.95	\$ 257.52
245/40R19	BLT	V XL	706283322	\$ 301.12	\$ 1.00	\$ 2.00	\$ 304.12	\$ 3.00	\$ -	\$ 10.95	\$ 318.07
P225/60R16	BO1	S SL	706346034	\$ 98.86	\$ 1.00	\$ 2.00	\$ 101.86	\$ 3.00	\$ -	\$ 10.95	\$ 115.81
235/55R19	BLT	H SL	706356324	\$ 173.64	\$ 1.00	\$ 2.00	\$ 176.64	\$ 3.00	\$ -	\$ 10.95	\$ 190.59
235/45R19	BLT	H SL	706377308	\$ 201.50	\$ 1.00	\$ 2.00	\$ 204.50	\$ 3.00	\$ -	\$ 10.95	\$ 218.45
265/50R19	BLT	V XL	706385308	\$ 234.24	\$ 1.00	\$ 2.00	\$ 237.24	\$ 3.00	\$ -	\$ 10.95	\$ 251.19
275/45R20	BLT	V XL	706386308	\$ 202.13	\$ 1.00	\$ 2.00	\$ 205.13	\$ 3.00	\$ -	\$ 10.95	\$ 219.08
245/40R19	BLT	V XL	706387322	\$ 301.12	\$ 1.00	\$ 2.00	\$ 304.12	\$ 3.00	\$ -	\$ 10.95	\$ 318.07
205/55R16	BLT	H SL	706393308	\$ 83.75	\$ 1.00	\$ 2.00	\$ 86.75	\$ 3.00	\$ -	\$ 10.95	\$ 100.70
P185/60R15	BO1	T SL	706413034	\$ 88.41	\$ 1.00	\$ 2.00	\$ 91.41	\$ 3.00	\$ -	\$ 10.95	\$ 105.36
P235/55R17	BO1	H SL	706421034	\$ 155.12	\$ 1.00	\$ 2.00	\$ 158.12	\$ 3.00	\$ -	\$ 10.95	\$ 172.07
225/55R17	VSB	H SL	706447163	\$ 124.05	\$ 1.00	\$ 2.00	\$ 127.05	\$ 3.00	\$ -	\$ 10.95	\$ 141.00
225/55R17	BLT	H SL	706447308	\$ 156.67	\$ 1.00	\$ 2.00	\$ 159.67	\$ 3.00	\$ -	\$ 10.95	\$ 173.62
P185/60R15	VSB	T SL	706460492	\$ 79.94	\$ 1.00	\$ 2.00	\$ 82.94	\$ 3.00	\$ -	\$ 10.95	\$ 96.89
P225/65R16	VSB	H SL	706482163	\$ 87.15	\$ 1.00	\$ 2.00	\$ 90.15	\$ 3.00	\$ -	\$ 10.95	\$ 104.10
P225/55R17	BO1	T SL	706486153	\$ 104.94	\$ 1.00	\$ 2.00	\$ 107.94	\$ 3.00	\$ -	\$ 10.95	\$ 121.89
P205/60R16	VSB	T SL	706536492	\$ 91.12	\$ 1.00	\$ 2.00	\$ 94.12	\$ 3.00	\$ -	\$ 10.95	\$ 108.07
P225/50R18	BO1	T SL	706543153	\$ 88.94	\$ 1.00	\$ 2.00	\$ 91.94	\$ 3.00	\$ -	\$ 10.95	\$ 105.89
225/50R17	BLT	H SL	706567163	\$ 155.35	\$ 1.00	\$ 2.00	\$ 158.35	\$ 3.00	\$ -	\$ 10.95	\$ 172.30
225/50R17	BLT	H SL	706567308	\$ 226.18	\$ 1.00	\$ 2.00	\$ 229.18	\$ 3.00	\$ -	\$ 10.95	\$ 243.13
P225/55R18	BO1	H SL	706569153	\$ 157.64	\$ 1.00	\$ 2.00	\$ 160.64	\$ 3.00	\$ -	\$ 10.95	\$ 174.59
P225/55R18	VSB	H SL	706569163	\$ 100.88	\$ 1.00	\$ 2.00	\$ 103.88	\$ 3.00	\$ -	\$ 10.95	\$ 117.83
245/45R17	BLT	H SL	706578163	\$ 147.72	\$ 1.00	\$ 2.00	\$ 150.72	\$ 3.00	\$ -	\$ 10.95	\$ 164.67
245/45R17	BLT	H SL	706578322	\$ 177.95	\$ 1.00	\$ 2.00	\$ 180.95	\$ 3.00	\$ -	\$ 10.95	\$ 194.90
215/55R16	VSB	H XL	706581163	\$ 119.04	\$ 1.00	\$ 2.00	\$ 122.04	\$ 3.00	\$ -	\$ 10.95	\$ 135.99
265/50R19	BLT	H XL	706598308	\$ 222.91	\$ 1.00	\$ 2.00	\$ 225.91	\$ 3.00	\$ -	\$ 10.95	\$ 239.86
235/45R17	VSB	H XL	706604163	\$ 138.75	\$ 1.00	\$ 2.00	\$ 141.75	\$ 3.00	\$ -	\$ 10.95	\$ 155.70
P205/70R16	VSB	T SL	706611163	\$ 110.29	\$ 1.00	\$ 2.00	\$ 113.29	\$ 3.00	\$ -	\$ 10.95	\$ 127.24
P195/65R15	VSB	S SL	706648163	\$ 64.10	\$ 1.00	\$ 2.00	\$ 67.10	\$ 3.00	\$ -	\$ 10.95	\$ 81.05

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P215/50R17	VSB	V SL	706687163	\$ 112.49	\$ 1.00	\$ 2.00	\$ 115.49	\$ 3.00	\$ -	\$ 10.95	\$ 129.44
275/50R20	VSB	H SL	706794163	\$ 332.13	\$ 1.00	\$ 2.00	\$ 335.13	\$ 3.00	\$ -	\$ 10.95	\$ 349.08
205/50R17	BSW	H SL	706795168	\$ 225.08	\$ 1.00	\$ 2.00	\$ 228.08	\$ 3.00	\$ -	\$ 10.95	\$ 242.03
P235/65R18	VSB	T SL	706901492	\$ 157.33	\$ 1.00	\$ 2.00	\$ 160.33	\$ 3.00	\$ -	\$ 10.95	\$ 174.28
225/55R17	BLT	V SL	706923322	\$ 186.51	\$ 1.00	\$ 2.00	\$ 189.51	\$ 3.00	\$ -	\$ 10.95	\$ 203.46
275/45R19	BLT	V XL	706928165	\$ 237.67	\$ 1.00	\$ 2.00	\$ 240.67	\$ 3.00	\$ -	\$ 10.95	\$ 254.62
255/55R18	BLT	V XL	706939308	\$ 196.24	\$ 1.00	\$ 2.00	\$ 199.24	\$ 3.00	\$ -	\$ 10.95	\$ 213.19
275/45R20	B01	H XL	706940165	\$ 230.53	\$ 1.00	\$ 2.00	\$ 233.53	\$ 3.00	\$ -	\$ 10.95	\$ 247.48
275/45R20	BLT	H XL	706940308	\$ 196.24	\$ 1.00	\$ 2.00	\$ 199.24	\$ 3.00	\$ -	\$ 10.95	\$ 213.19
255/55R18	VSB	H XL	706999163	\$ 200.87	\$ 1.00	\$ 2.00	\$ 203.87	\$ 3.00	\$ -	\$ 10.95	\$ 217.82
255/55R18	BLT	H XL	706999308	\$ 198.20	\$ 1.00	\$ 2.00	\$ 201.20	\$ 3.00	\$ -	\$ 10.95	\$ 215.15
Eagle F1 GS D3											
235/50R18	BLT	V SL	709001281	\$ 208.58	\$ 1.00	\$ 2.00	\$ 211.58	\$ 3.00	\$ -	\$ 10.95	\$ 225.53
275/40ZR17	VSB	Y SL	709254154	\$ 222.09	\$ 1.00	\$ 2.00	\$ 225.09	\$ 3.00	\$ -	\$ 10.95	\$ 239.04
255/45ZR17	VSB	Y SL	709256154	\$ 210.63	\$ 1.00	\$ 2.00	\$ 213.63	\$ 3.00	\$ -	\$ 10.95	\$ 227.58
285/40ZR17	VSB	Y SL	709257154	\$ 233.21	\$ 1.00	\$ 2.00	\$ 236.21	\$ 3.00	\$ -	\$ 10.95	\$ 250.16
315/35ZR17	VSB	Y SL	709260154	\$ 263.49	\$ 1.00	\$ 2.00	\$ 266.49	\$ 3.00	\$ -	\$ 10.95	\$ 280.44
Eagle RS-A											
255/45R20	BSL	V SL	732007741	\$ 147.98	\$ 1.00	\$ 2.00	\$ 150.98	\$ 3.00	\$ -	\$ 10.95	\$ 164.93
255/45R19	VSB	V SL	732016500	\$ 166.87	\$ 1.00	\$ 2.00	\$ 169.87	\$ 3.00	\$ -	\$ 10.95	\$ 183.82
205/55R16	VSB	H SL	732051500	\$ 70.34	\$ 1.00	\$ 2.00	\$ 73.34	\$ 3.00	\$ -	\$ 10.95	\$ 87.29
P245/40R19	VSB	W SL	732103500	\$ 191.36	\$ 1.00	\$ 2.00	\$ 194.36	\$ 3.00	\$ -	\$ 10.95	\$ 208.31
P225/55R16	VSB	H SL	732127500	\$ 107.49	\$ 1.00	\$ 2.00	\$ 110.49	\$ 3.00	\$ -	\$ 10.95	\$ 124.44
P205/55R16	VSB	H SL	732170500	\$ 73.52	\$ 1.00	\$ 2.00	\$ 76.52	\$ 3.00	\$ -	\$ 10.95	\$ 90.47
P215/55R17	VSB	V SL	732262500	\$ 122.38	\$ 1.00	\$ 2.00	\$ 125.38	\$ 3.00	\$ -	\$ 10.95	\$ 139.33
P235/50R17	VSB	V SL	732277500	\$ 126.09	\$ 1.00	\$ 2.00	\$ 129.09	\$ 3.00	\$ -	\$ 10.95	\$ 143.04
P265/50R20	VSB	V SL	732278500	\$ 234.56	\$ 1.00	\$ 2.00	\$ 237.56	\$ 3.00	\$ -	\$ 10.95	\$ 251.51
P245/45R18	VSB	V SL	732279438	\$ 157.96	\$ 1.00	\$ 2.00	\$ 160.96	\$ 3.00	\$ -	\$ 10.95	\$ 174.91
P245/40R19	VSB	V SL	732293500	\$ 185.82	\$ 1.00	\$ 2.00	\$ 188.82	\$ 3.00	\$ -	\$ 10.95	\$ 202.77
P255/60R17	VSB	H SL	732371500	\$ 179.87	\$ 1.00	\$ 2.00	\$ 182.87	\$ 3.00	\$ -	\$ 10.95	\$ 196.82
P275/60R17	VSB	H SL	732372500	\$ 142.15	\$ 1.00	\$ 2.00	\$ 145.15	\$ 3.00	\$ -	\$ 10.95	\$ 159.10
P235/55R18	VSB	V SL	732373500	\$ 136.23	\$ 1.00	\$ 2.00	\$ 139.23	\$ 3.00	\$ -	\$ 10.95	\$ 153.18
P245/40R19	VSB	W SL	732375500	\$ 191.27	\$ 1.00	\$ 2.00	\$ 194.27	\$ 3.00	\$ -	\$ 10.95	\$ 208.22
195/60R15	VSB	H SL	732401500	\$ 50.06	\$ 1.00	\$ 2.00	\$ 53.06	\$ 3.00	\$ -	\$ 10.95	\$ 67.01
P295/40R20	VSB	H SL	732410500	\$ 238.34	\$ 1.00	\$ 2.00	\$ 241.34	\$ 3.00	\$ -	\$ 10.95	\$ 255.29
P235/50R18	VSB	W SL	732483500	\$ 181.35	\$ 1.00	\$ 2.00	\$ 184.35	\$ 3.00	\$ -	\$ 10.95	\$ 198.30
P205/50R17	VSB	V SL	732491500	\$ 148.01	\$ 1.00	\$ 2.00	\$ 151.01	\$ 3.00	\$ -	\$ 10.95	\$ 164.96

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/50R17	BLT	W SL	732514500	\$ 160.44	\$ 1.00	\$ 2.00	\$ 163.44	\$ 3.00	\$ -	\$ 10.95	\$ 177.39
P225/50R17	VSB	V SL	732515500	\$ 120.08	\$ 1.00	\$ 2.00	\$ 123.08	\$ 3.00	\$ -	\$ 10.95	\$ 137.03
P235/45R18	VSB	V SL	732516500	\$ 181.35	\$ 1.00	\$ 2.00	\$ 184.35	\$ 3.00	\$ -	\$ 10.95	\$ 198.30
245/45Z20	VSB	Y SL	732548500	\$ 194.54	\$ 1.00	\$ 2.00	\$ 197.54	\$ 3.00	\$ -	\$ 10.95	\$ 211.49
P255/50R20	VSB	V SL	732550500	\$ 152.67	\$ 1.00	\$ 2.00	\$ 155.67	\$ 3.00	\$ -	\$ 10.95	\$ 169.62
P255/60R19	VSB	H SL	732587500	\$ 164.88	\$ 1.00	\$ 2.00	\$ 167.88	\$ 3.00	\$ -	\$ 10.95	\$ 181.83
P235/60R18	VSB	H SL	732601500	\$ 164.47	\$ 1.00	\$ 2.00	\$ 167.47	\$ 3.00	\$ -	\$ 10.95	\$ 181.42
245/45R20	VSB	V SL	732603500	\$ 146.15	\$ 1.00	\$ 2.00	\$ 149.15	\$ 3.00	\$ -	\$ 10.95	\$ 163.10
P245/50R20	VSB	V SL	732612500	\$ 183.24	\$ 1.00	\$ 2.00	\$ 186.24	\$ 3.00	\$ -	\$ 10.95	\$ 200.19
P245/45R18	VSB	V SL	732614500	\$ 181.60	\$ 1.00	\$ 2.00	\$ 184.60	\$ 3.00	\$ -	\$ 10.95	\$ 198.55
P225/45R18	VSB	V SL	732646500	\$ 126.38	\$ 1.00	\$ 2.00	\$ 129.38	\$ 3.00	\$ -	\$ 10.95	\$ 143.33
P245/40R19	VSB	V SL	732647500	\$ 184.78	\$ 1.00	\$ 2.00	\$ 187.78	\$ 3.00	\$ -	\$ 10.95	\$ 201.73
P205/55R16	VSB	H SL	732674500	\$ 69.11	\$ 1.00	\$ 2.00	\$ 72.11	\$ 3.00	\$ -	\$ 10.95	\$ 86.06
P215/45R17	VSB	W SL	732682500	\$ 85.26	\$ 1.00	\$ 2.00	\$ 88.26	\$ 3.00	\$ -	\$ 10.95	\$ 102.21
P235/60R18	VSB	V SL	732697500	\$ 159.34	\$ 1.00	\$ 2.00	\$ 162.34	\$ 3.00	\$ -	\$ 10.95	\$ 176.29
P235/55R19	VSB	H SL	732770500	\$ 184.88	\$ 1.00	\$ 2.00	\$ 187.88	\$ 3.00	\$ -	\$ 10.95	\$ 201.83
P235/70R16	VSB	H SL	732804500	\$ 163.06	\$ 1.00	\$ 2.00	\$ 166.06	\$ 3.00	\$ -	\$ 10.95	\$ 180.01
P245/50R20	VSB	H SL	732899500	\$ 98.73	\$ 1.00	\$ 2.00	\$ 101.73	\$ 3.00	\$ -	\$ 10.95	\$ 115.68
P225/55R17	VSB	V SL	732941500	\$ 157.96	\$ 1.00	\$ 2.00	\$ 160.96	\$ 3.00	\$ -	\$ 10.95	\$ 174.91
P235/65R17	VSB	H SL	732957500	\$ 151.44	\$ 1.00	\$ 2.00	\$ 154.44	\$ 3.00	\$ -	\$ 10.95	\$ 168.39
P235/65R17	VSB	H SL	732957757	\$ 124.68	\$ 1.00	\$ 2.00	\$ 127.68	\$ 3.00	\$ -	\$ 10.95	\$ 141.63
Assurance Fuel Max											
215/65R16	VSB	T SL	738016571	\$ 76.84	\$ 1.00	\$ 2.00	\$ 79.84	\$ 3.00	\$ -	\$ 10.95	\$ 93.79
P215/55R16	VSB	H SL	738026571	\$ 81.96	\$ 1.00	\$ 2.00	\$ 84.96	\$ 3.00	\$ -	\$ 10.95	\$ 98.91
P205/55R16	VSB	H SL	738053571	\$ 81.96	\$ 1.00	\$ 2.00	\$ 84.96	\$ 3.00	\$ -	\$ 10.95	\$ 98.91
P205/60R16	VSB	H SL	738057571	\$ 77.73	\$ 1.00	\$ 2.00	\$ 80.73	\$ 3.00	\$ -	\$ 10.95	\$ 94.68
P205/65R16	VSB	T SL	738066571	\$ 86.90	\$ 1.00	\$ 2.00	\$ 89.90	\$ 3.00	\$ -	\$ 10.95	\$ 103.85
P195/60R15	VSB	H SL	738093571	\$ 63.04	\$ 1.00	\$ 2.00	\$ 66.04	\$ 3.00	\$ -	\$ 10.95	\$ 79.99
P205/60R15	VSB	H SL	738148571	\$ 79.34	\$ 1.00	\$ 2.00	\$ 82.34	\$ 3.00	\$ -	\$ 10.95	\$ 96.29
P225/60R17	VSB	T SL	738168571	\$ 105.79	\$ 1.00	\$ 2.00	\$ 108.79	\$ 3.00	\$ -	\$ 10.95	\$ 122.74
P215/60R17	VSB	T SL	738198571	\$ 89.38	\$ 1.00	\$ 2.00	\$ 92.38	\$ 3.00	\$ -	\$ 10.95	\$ 106.33
P225/55R17	VSB	H SL	738201571	\$ 98.51	\$ 1.00	\$ 2.00	\$ 101.51	\$ 3.00	\$ -	\$ 10.95	\$ 115.46
P235/55R17	VSB	H SL	738205571	\$ 97.72	\$ 1.00	\$ 2.00	\$ 100.72	\$ 3.00	\$ -	\$ 10.95	\$ 114.67
P205/70R15	VSB	T SL	738236571	\$ 73.04	\$ 1.00	\$ 2.00	\$ 76.04	\$ 3.00	\$ -	\$ 10.95	\$ 89.99
P185/60R15	VSB	T SL	738273571	\$ 76.19	\$ 1.00	\$ 2.00	\$ 79.19	\$ 3.00	\$ -	\$ 10.95	\$ 93.14
P195/65R15	VSB	H SL	738274571	\$ 68.61	\$ 1.00	\$ 2.00	\$ 71.61	\$ 3.00	\$ -	\$ 10.95	\$ 85.56
215/70R15	VSB	T SL	738280571	\$ 65.40	\$ 1.00	\$ 2.00	\$ 68.40	\$ 3.00	\$ -	\$ 10.95	\$ 82.35

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/65R17	VSB	T SL	738285571	\$ 90.62	\$ 1.00	\$ 2.00	\$ 93.62	\$ 3.00	\$ -	\$ 10.95	\$ 107.57
235/65R16	VSB	T SL	738287571	\$ 93.16	\$ 1.00	\$ 2.00	\$ 96.16	\$ 3.00	\$ -	\$ 10.95	\$ 110.11
P195/65R15	VSB	S SL	738289571	\$ 73.45	\$ 1.00	\$ 2.00	\$ 76.45	\$ 3.00	\$ -	\$ 10.95	\$ 90.40
P235/65R17	VSB	H SL	738317571	\$ 92.99	\$ 1.00	\$ 2.00	\$ 95.99	\$ 3.00	\$ -	\$ 10.95	\$ 109.94
P205/50R16	VSB	H SL	738318571	\$ 77.23	\$ 1.00	\$ 2.00	\$ 80.23	\$ 3.00	\$ -	\$ 10.95	\$ 94.18
235/60R16	VSB	H SL	738334571	\$ 103.90	\$ 1.00	\$ 2.00	\$ 106.90	\$ 3.00	\$ -	\$ 10.95	\$ 120.85
235/60R17	VSB	H SL	738335571	\$ 107.62	\$ 1.00	\$ 2.00	\$ 110.62	\$ 3.00	\$ -	\$ 10.95	\$ 124.57
225/55R16	VSB	H SL	738336571	\$ 102.96	\$ 1.00	\$ 2.00	\$ 105.96	\$ 3.00	\$ -	\$ 10.95	\$ 119.91
P185/65R14	VSB	H SL	738337571	\$ 70.12	\$ 1.00	\$ 2.00	\$ 73.12	\$ 3.00	\$ -	\$ 10.95	\$ 87.07
225/65R16	VSB	H SL	738338571	\$ 96.95	\$ 1.00	\$ 2.00	\$ 99.95	\$ 3.00	\$ -	\$ 10.95	\$ 113.90
215/55R17	VSB	V SL	738340571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/50R17	VSB	V SL	738372571	\$ 97.50	\$ 1.00	\$ 2.00	\$ 100.50	\$ 3.00	\$ -	\$ 10.95	\$ 114.45
205/65R15	VSB	H SL	738403571	\$ 69.35	\$ 1.00	\$ 2.00	\$ 72.35	\$ 3.00	\$ -	\$ 10.95	\$ 86.30
225/60R16	VSB	H SL	738407571	\$ 78.81	\$ 1.00	\$ 2.00	\$ 81.81	\$ 3.00	\$ -	\$ 10.95	\$ 95.76
P215/65R17	VSB	T SL	738432571	\$ 82.74	\$ 1.00	\$ 2.00	\$ 85.74	\$ 3.00	\$ -	\$ 10.95	\$ 99.69
185/65R15	VSB	H SL	738523571	\$ 64.45	\$ 1.00	\$ 2.00	\$ 67.45	\$ 3.00	\$ -	\$ 10.95	\$ 81.40
175/60R16	VSB	H SL	738529571	\$ 96.97	\$ 1.00	\$ 2.00	\$ 99.97	\$ 3.00	\$ -	\$ 10.95	\$ 113.92
215/55R17	VSB	V SL	738548571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/45R17	VSB	V SL	738567571	\$ 100.75	\$ 1.00	\$ 2.00	\$ 103.75	\$ 3.00	\$ -	\$ 10.95	\$ 117.70
215/45R17	VSB	V SL	738568571	\$ 97.60	\$ 1.00	\$ 2.00	\$ 100.60	\$ 3.00	\$ -	\$ 10.95	\$ 114.55
P215/50R17	VSB	V XL	738569571	\$ 96.15	\$ 1.00	\$ 2.00	\$ 99.15	\$ 3.00	\$ -	\$ 10.95	\$ 113.10
205/60R16	VSB	V SL	738570571	\$ 81.36	\$ 1.00	\$ 2.00	\$ 84.36	\$ 3.00	\$ -	\$ 10.95	\$ 98.31
215/60R16	VSB	V SL	738571571	\$ 75.65	\$ 1.00	\$ 2.00	\$ 78.65	\$ 3.00	\$ -	\$ 10.95	\$ 92.60
195/55R16	VSB	V SL	738604571	\$ 85.64	\$ 1.00	\$ 2.00	\$ 88.64	\$ 3.00	\$ -	\$ 10.95	\$ 102.59
P175/65R15	VSB	H SL	738609571	\$ 78.08	\$ 1.00	\$ 2.00	\$ 81.08	\$ 3.00	\$ -	\$ 10.95	\$ 95.03
P215/60R16	VSB	H SL	738638571	\$ 72.50	\$ 1.00	\$ 2.00	\$ 75.50	\$ 3.00	\$ -	\$ 10.95	\$ 89.45
215/60R16	VSB	H SL	738704571	\$ 72.50	\$ 1.00	\$ 2.00	\$ 75.50	\$ 3.00	\$ -	\$ 10.95	\$ 89.45
215/55R17	VSB	V SL	738735571	\$ 87.47	\$ 1.00	\$ 2.00	\$ 90.47	\$ 3.00	\$ -	\$ 10.95	\$ 104.42
225/55R17	VSB	V SL	738754571	\$ 107.68	\$ 1.00	\$ 2.00	\$ 110.68	\$ 3.00	\$ -	\$ 10.95	\$ 124.63
Marathon Trailer											
ST185/80R13	BSL	C	762045406	\$ 71.81	\$ 1.00	\$ 2.00	\$ 74.81	\$ 3.00	\$ -	\$ 10.95	\$ 88.76
ST205/75R15	BSL	C	762171406	\$ 80.25	\$ 1.00	\$ 2.00	\$ 83.25	\$ 3.00	\$ -	\$ 10.95	\$ 97.20
ST225/75R15	BSL	C	762172406	\$ 86.61	\$ 1.00	\$ 2.00	\$ 89.61	\$ 3.00	\$ -	\$ 10.95	\$ 103.56
ST225/75R15	BSL	D	762173406	\$ 92.44	\$ 1.00	\$ 2.00	\$ 95.44	\$ 3.00	\$ -	\$ 10.95	\$ 109.39
ST175/80R13	BSL	C	762174406	\$ 67.41	\$ 1.00	\$ 2.00	\$ 70.41	\$ 3.00	\$ -	\$ 10.95	\$ 84.36
ST205/75R14	BSL	C	762176406	\$ 79.09	\$ 1.00	\$ 2.00	\$ 82.09	\$ 3.00	\$ -	\$ 10.95	\$ 96.04
ST215/75R14	BSL	C	762177406	\$ 85.76	\$ 1.00	\$ 2.00	\$ 88.76	\$ 3.00	\$ -	\$ 10.95	\$ 102.71

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
ST235/80R16	BSL	E	762394406	\$ 126.63	\$ 1.00	\$ 2.00	\$ 129.63	\$ 3.00	\$ -	\$ 10.95	\$ 143.58
ST235/80R16	BSL	D	762400406	\$ 119.48	\$ 1.00	\$ 2.00	\$ 122.48	\$ 3.00	\$ -	\$ 10.95	\$ 136.43
Ultra Grip Winter											
215/65R16	BSW	T SL	766016355	\$ 76.10	\$ 1.00	\$ 2.00	\$ 79.10	\$ 3.00	\$ -	\$ 10.95	\$ 93.05
175/70R14	BSW	T SL	766105355	\$ 49.62	\$ 1.00	\$ 2.00	\$ 52.62	\$ 3.00	\$ -	\$ 10.95	\$ 66.57
185/65R14	BSW	T SL	766106355	\$ 56.55	\$ 1.00	\$ 2.00	\$ 59.55	\$ 3.00	\$ -	\$ 10.95	\$ 73.50
235/65R16	VSB	T SL	766207358	\$ 84.28	\$ 1.00	\$ 2.00	\$ 87.28	\$ 3.00	\$ -	\$ 10.95	\$ 101.23
205/60R16	VSB	T SL	766212358	\$ 70.56	\$ 1.00	\$ 2.00	\$ 73.56	\$ 3.00	\$ -	\$ 10.95	\$ 87.51
185/65R15	BSW	T SL	766259355	\$ 59.47	\$ 1.00	\$ 2.00	\$ 62.47	\$ 3.00	\$ -	\$ 10.95	\$ 76.42
215/70R15	BSW	T SL	766280355	\$ 63.16	\$ 1.00	\$ 2.00	\$ 66.16	\$ 3.00	\$ -	\$ 10.95	\$ 80.11
175/65R14	BSW	T SL	766360355	\$ 54.31	\$ 1.00	\$ 2.00	\$ 57.31	\$ 3.00	\$ -	\$ 10.95	\$ 71.26
185/60R14	BSW	T SL	766474355	\$ 56.95	\$ 1.00	\$ 2.00	\$ 59.95	\$ 3.00	\$ -	\$ 10.95	\$ 73.90
185/70R14	BSW	T SL	766476355	\$ 50.47	\$ 1.00	\$ 2.00	\$ 53.47	\$ 3.00	\$ -	\$ 10.95	\$ 67.42
195/65R15	BSW	T SL	766477355	\$ 61.02	\$ 1.00	\$ 2.00	\$ 64.02	\$ 3.00	\$ -	\$ 10.95	\$ 77.97
205/65R15	BSW	T SL	766478355	\$ 63.82	\$ 1.00	\$ 2.00	\$ 66.82	\$ 3.00	\$ -	\$ 10.95	\$ 80.77
235/60R18	VSB	T XL	766553358	\$ 121.12	\$ 1.00	\$ 2.00	\$ 124.12	\$ 3.00	\$ -	\$ 10.95	\$ 138.07
215/60R16	VSB	T SL	766562358	\$ 75.75	\$ 1.00	\$ 2.00	\$ 78.75	\$ 3.00	\$ -	\$ 10.95	\$ 92.70
215/55R17	VSB	T SL	766597358	\$ 93.54	\$ 1.00	\$ 2.00	\$ 96.54	\$ 3.00	\$ -	\$ 10.95	\$ 110.49
235/55R17	VSB	T SL	766599358	\$ 102.54	\$ 1.00	\$ 2.00	\$ 105.54	\$ 3.00	\$ -	\$ 10.95	\$ 119.49
225/50R17	VSB	T SL	766600358	\$ 105.35	\$ 1.00	\$ 2.00	\$ 108.35	\$ 3.00	\$ -	\$ 10.95	\$ 122.30
215/60R15	VSB	T SL	766706358	\$ 67.09	\$ 1.00	\$ 2.00	\$ 70.09	\$ 3.00	\$ -	\$ 10.95	\$ 84.04
195/55R15	VSB	T SL	766709358	\$ 68.23	\$ 1.00	\$ 2.00	\$ 71.23	\$ 3.00	\$ -	\$ 10.95	\$ 85.18
225/65R16	VSB	T SL	766714358	\$ 79.09	\$ 1.00	\$ 2.00	\$ 82.09	\$ 3.00	\$ -	\$ 10.95	\$ 96.04
225/60R16	VSB	T SL	766715358	\$ 76.19	\$ 1.00	\$ 2.00	\$ 79.19	\$ 3.00	\$ -	\$ 10.95	\$ 93.14
235/60R16	VSB	T SL	766716358	\$ 83.24	\$ 1.00	\$ 2.00	\$ 86.24	\$ 3.00	\$ -	\$ 10.95	\$ 100.19
205/55R16	VSB	T SL	766718358	\$ 76.29	\$ 1.00	\$ 2.00	\$ 79.29	\$ 3.00	\$ -	\$ 10.95	\$ 93.24
215/65R17	VSB	T SL	766719358	\$ 85.67	\$ 1.00	\$ 2.00	\$ 88.67	\$ 3.00	\$ -	\$ 10.95	\$ 102.62
225/65R17	VSB	T SL	766720358	\$ 91.08	\$ 1.00	\$ 2.00	\$ 94.08	\$ 3.00	\$ -	\$ 10.95	\$ 108.03
235/65R17	VSB	T SL	766722358	\$ 97.10	\$ 1.00	\$ 2.00	\$ 100.10	\$ 3.00	\$ -	\$ 10.95	\$ 114.05
225/60R17	VSB	T SL	766723358	\$ 92.63	\$ 1.00	\$ 2.00	\$ 95.63	\$ 3.00	\$ -	\$ 10.95	\$ 109.58
225/55R17	VSB	T SL	766726358	\$ 97.73	\$ 1.00	\$ 2.00	\$ 100.73	\$ 3.00	\$ -	\$ 10.95	\$ 114.68
235/55R18	VSB	T SL	766733358	\$ 119.86	\$ 1.00	\$ 2.00	\$ 122.86	\$ 3.00	\$ -	\$ 10.95	\$ 136.81
245/55R19	VSB	T SL	766734358	\$ 129.34	\$ 1.00	\$ 2.00	\$ 132.34	\$ 3.00	\$ -	\$ 10.95	\$ 146.29
195/70R14	BSW	T SL	766736355	\$ 51.92	\$ 1.00	\$ 2.00	\$ 54.92	\$ 3.00	\$ -	\$ 10.95	\$ 68.87
235/75R15	BSW	T SL	766737355	\$ 74.62	\$ 1.00	\$ 2.00	\$ 77.62	\$ 3.00	\$ -	\$ 10.95	\$ 91.57
205/70R15	BSW	T SL	766738355	\$ 60.83	\$ 1.00	\$ 2.00	\$ 63.83	\$ 3.00	\$ -	\$ 10.95	\$ 77.78
185/60R15	BSW	T SL	766739355	\$ 59.69	\$ 1.00	\$ 2.00	\$ 62.69	\$ 3.00	\$ -	\$ 10.95	\$ 76.64

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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195/60R15	BSW	T SL	766740355	\$ 61.40	\$ 1.00	\$ 2.00	\$ 64.40	\$ 3.00	\$ -	\$ 10.95	\$ 78.35
205/60R15	BSW	T SL	766741355	\$ 63.41	\$ 1.00	\$ 2.00	\$ 66.41	\$ 3.00	\$ -	\$ 10.95	\$ 80.36
205/65R16	BSW	T SL	766758355	\$ 72.73	\$ 1.00	\$ 2.00	\$ 75.73	\$ 3.00	\$ -	\$ 10.95	\$ 89.68
Ultra Grip Ice WRT											
225/60R16	BSW	S SL	780034350	\$ 88.16	\$ 1.00	\$ 2.00	\$ 91.16	\$ 3.00	\$ -	\$ 10.95	\$ 105.11
205/60R16	BSW	T SL	780212350	\$ 80.63	\$ 1.00	\$ 2.00	\$ 83.63	\$ 3.00	\$ -	\$ 10.95	\$ 97.58
225/65R16	BSW	S SL	780327350	\$ 87.21	\$ 1.00	\$ 2.00	\$ 90.21	\$ 3.00	\$ -	\$ 10.95	\$ 104.16
235/60R16	BSW	S SL	780328350	\$ 92.94	\$ 1.00	\$ 2.00	\$ 95.94	\$ 3.00	\$ -	\$ 10.95	\$ 109.89
P255/65R18	B03	Q SL	780504404	\$ 130.06	\$ 1.00	\$ 2.00	\$ 133.06	\$ 3.00	\$ -	\$ 10.95	\$ 147.01
P255/60R19	B03	Q SL	780505404	\$ 141.33	\$ 1.00	\$ 2.00	\$ 144.33	\$ 3.00	\$ -	\$ 10.95	\$ 158.28
245/50R20	BSW	S SL	780549350	\$ 147.22	\$ 1.00	\$ 2.00	\$ 150.22	\$ 3.00	\$ -	\$ 10.95	\$ 164.17
235/55R19	BSW	T SL	780550350	\$ 125.40	\$ 1.00	\$ 2.00	\$ 128.40	\$ 3.00	\$ -	\$ 10.95	\$ 142.35
245/55R19	BSW	S SL	780551350	\$ 137.75	\$ 1.00	\$ 2.00	\$ 140.75	\$ 3.00	\$ -	\$ 10.95	\$ 154.70
235/65R18	BSW	S SL	780552350	\$ 123.48	\$ 1.00	\$ 2.00	\$ 126.48	\$ 3.00	\$ -	\$ 10.95	\$ 140.43
235/60R18	BSW	T XL	780553350	\$ 120.37	\$ 1.00	\$ 2.00	\$ 123.37	\$ 3.00	\$ -	\$ 10.95	\$ 137.32
245/60R18	BSW	S SL	780554350	\$ 124.27	\$ 1.00	\$ 2.00	\$ 127.27	\$ 3.00	\$ -	\$ 10.95	\$ 141.22
235/55R18	BSW	T SL	780556350	\$ 118.60	\$ 1.00	\$ 2.00	\$ 121.60	\$ 3.00	\$ -	\$ 10.95	\$ 135.55
255/55R18	BSW	S XL	780557350	\$ 130.32	\$ 1.00	\$ 2.00	\$ 133.32	\$ 3.00	\$ -	\$ 10.95	\$ 147.27
225/50R18	BSW	S SL	780558350	\$ 133.90	\$ 1.00	\$ 2.00	\$ 136.90	\$ 3.00	\$ -	\$ 10.95	\$ 150.85
235/60R17	BSW	S SL	780559350	\$ 99.93	\$ 1.00	\$ 2.00	\$ 102.93	\$ 3.00	\$ -	\$ 10.95	\$ 116.88
215/65R16	BWS	S SL	780560350	\$ 84.16	\$ 1.00	\$ 2.00	\$ 87.16	\$ 3.00	\$ -	\$ 10.95	\$ 101.11
225/65R16	BSW	S SL	780561350	\$ 90.45	\$ 1.00	\$ 2.00	\$ 93.45	\$ 3.00	\$ -	\$ 10.95	\$ 107.40
215/60R16	BSW	T SL	780562350	\$ 84.53	\$ 1.00	\$ 2.00	\$ 87.53	\$ 3.00	\$ -	\$ 10.95	\$ 101.48
205/55R16	BSW	T XL	780563350	\$ 90.42	\$ 1.00	\$ 2.00	\$ 93.42	\$ 3.00	\$ -	\$ 10.95	\$ 107.37
215/55R16	BSW	S XL	780583350	\$ 94.99	\$ 1.00	\$ 2.00	\$ 97.99	\$ 3.00	\$ -	\$ 10.95	\$ 111.94
195/65R15	BSW	S SL	780584350	\$ 70.59	\$ 1.00	\$ 2.00	\$ 73.59	\$ 3.00	\$ -	\$ 10.95	\$ 87.54
215/65R17	BSW	S SL	780585350	\$ 90.52	\$ 1.00	\$ 2.00	\$ 93.52	\$ 3.00	\$ -	\$ 10.95	\$ 107.47
225/60R17	BSW	S SL	780596350	\$ 99.14	\$ 1.00	\$ 2.00	\$ 102.14	\$ 3.00	\$ -	\$ 10.95	\$ 116.09
215/55R17	BSW	T SL	780597350	\$ 103.99	\$ 1.00	\$ 2.00	\$ 106.99	\$ 3.00	\$ -	\$ 10.95	\$ 120.94
225/55R17	BSW	T XL	780598350	\$ 106.57	\$ 1.00	\$ 2.00	\$ 109.57	\$ 3.00	\$ -	\$ 10.95	\$ 123.52
235/55R17	BSW	T SL	780599350	\$ 113.28	\$ 1.00	\$ 2.00	\$ 116.28	\$ 3.00	\$ -	\$ 10.95	\$ 130.23
225/50R17	BSW	T SL	780600350	\$ 124.37	\$ 1.00	\$ 2.00	\$ 127.37	\$ 3.00	\$ -	\$ 10.95	\$ 141.32
225/45R17	BSW	T XL	780640350	\$ 123.61	\$ 1.00	\$ 2.00	\$ 126.61	\$ 3.00	\$ -	\$ 10.95	\$ 140.56
215/50R17	BSW	T XL	780641350	\$ 119.71	\$ 1.00	\$ 2.00	\$ 122.71	\$ 3.00	\$ -	\$ 10.95	\$ 136.66
215/45R17	BSW	T SL	780642350	\$ 116.02	\$ 1.00	\$ 2.00	\$ 119.02	\$ 3.00	\$ -	\$ 10.95	\$ 132.97
225/55R18	BSW	T SL	780643350	\$ 134.12	\$ 1.00	\$ 2.00	\$ 137.12	\$ 3.00	\$ -	\$ 10.95	\$ 151.07
225/45R18	BSW	T SL	780670350	\$ 129.84	\$ 1.00	\$ 2.00	\$ 132.84	\$ 3.00	\$ -	\$ 10.95	\$ 146.79

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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235/45R18	BSW	T SL	780687350	\$ 134.63	\$ 1.00	\$ 2.00	\$ 137.63	\$ 3.00	\$ -	\$ 10.95	\$ 151.58
235/50R18	BSW	T SL	780689350	\$ 137.21	\$ 1.00	\$ 2.00	\$ 140.21	\$ 3.00	\$ -	\$ 10.95	\$ 154.16
235/65R16	BSW	S SL	780703350	\$ 92.22	\$ 1.00	\$ 2.00	\$ 95.22	\$ 3.00	\$ -	\$ 10.95	\$ 109.17
225/65R17	BSW	S SL	780712350	\$ 95.43	\$ 1.00	\$ 2.00	\$ 98.43	\$ 3.00	\$ -	\$ 10.95	\$ 112.38
225/60R17	BSW	S SL	780752350	\$ 95.59	\$ 1.00	\$ 2.00	\$ 98.59	\$ 3.00	\$ -	\$ 10.95	\$ 112.54
Convenience Spares											
T145/80D18	SBL	M LL	818022253	\$ 73.27	\$ 1.00	\$ 2.00	\$ 76.27	\$ 3.00	\$ -	\$ 10.95	\$ 90.22
T135/90D17	SBL	M SL	818052253	\$ 64.13	\$ 1.00	\$ 2.00	\$ 67.13	\$ 3.00	\$ -	\$ 10.95	\$ 81.08
T145/80D17	SBL	M LL	818070253	\$ 68.07	\$ 1.00	\$ 2.00	\$ 71.07	\$ 3.00	\$ -	\$ 10.95	\$ 85.02
T145/90D16	BL	M SL	818208253	\$ 60.67	\$ 1.00	\$ 2.00	\$ 63.67	\$ 3.00	\$ -	\$ 10.95	\$ 77.62
T115/70D15	BL	M SL	818258256	\$ 54.91	\$ 1.00	\$ 2.00	\$ 57.91	\$ 3.00	\$ -	\$ 10.95	\$ 71.86
T125/70D16	BL	M SL	818286253	\$ 56.45	\$ 1.00	\$ 2.00	\$ 59.45	\$ 3.00	\$ -	\$ 10.95	\$ 73.40
T155/90D16	SBL	M SL	818372253	\$ 63.75	\$ 1.00	\$ 2.00	\$ 66.75	\$ 3.00	\$ -	\$ 10.95	\$ 80.70
T135/80D16	BL	M SL	818405450	\$ 59.72	\$ 1.00	\$ 2.00	\$ 62.72	\$ 3.00	\$ -	\$ 10.95	\$ 76.67
Goodyear - Light Truck and Steel Casing											
Steel Casing G633											
8R195		LF	139065028	\$ 265.13	\$ 1.00	\$ 10.00	\$ 276.13	\$ 7.00	\$ 15.00	\$ 22.00	\$ 320.13
Steel Casing Armormax G949 RSA											
LT225/75R16		E	139072303	\$ 238.66	\$ 1.00	\$ 10.00	\$ 249.66	\$ 7.00	\$ 15.00	\$ 22.00	\$ 293.66
LT235/85R16		E	139080303	\$ 249.85	\$ 1.00	\$ 10.00	\$ 260.85	\$ 7.00	\$ 15.00	\$ 22.00	\$ 304.85
LT215/85R16		E	139081303	\$ 245.65	\$ 1.00	\$ 10.00	\$ 256.65	\$ 7.00	\$ 15.00	\$ 22.00	\$ 300.65
LT245/75R16		E	139082303	\$ 257.35	\$ 1.00	\$ 10.00	\$ 268.35	\$ 7.00	\$ 15.00	\$ 22.00	\$ 312.35
Steel Casing Armormax G933 RSD											
LT225/75R16		E	139072304	\$ 247.28	\$ 1.00	\$ 10.00	\$ 258.28	\$ 7.00	\$ 15.00	\$ 22.00	\$ 302.28
LT235/85R16		E	139080304	\$ 254.92	\$ 1.00	\$ 10.00	\$ 265.92	\$ 7.00	\$ 15.00	\$ 22.00	\$ 309.92
LT215/85R16		E	139081304	\$ 242.18	\$ 1.00	\$ 10.00	\$ 253.18	\$ 7.00	\$ 15.00	\$ 22.00	\$ 297.18
LT245/75R16		E	139082304	\$ 262.58	\$ 1.00	\$ 10.00	\$ 273.58	\$ 7.00	\$ 15.00	\$ 22.00	\$ 317.58
Steel Casing Armormax G947 RSS											
LT225/75R16		E	139072305	\$ 247.33	\$ 1.00	\$ 10.00	\$ 258.33	\$ 7.00	\$ 15.00	\$ 22.00	\$ 302.33
LT235/85R16		E	139080305	\$ 252.37	\$ 1.00	\$ 10.00	\$ 263.37	\$ 7.00	\$ 15.00	\$ 22.00	\$ 307.37
LT215/85R16		E	139081305	\$ 244.80	\$ 1.00	\$ 10.00	\$ 255.80	\$ 7.00	\$ 15.00	\$ 22.00	\$ 299.80
LT245/75R16		E	139082305	\$ 259.95	\$ 1.00	\$ 10.00	\$ 270.95	\$ 7.00	\$ 15.00	\$ 22.00	\$ 314.95
Steel Casing Armormax G971											
LT235/85R16		E	139080307	\$ 277.09	\$ 1.00	\$ 10.00	\$ 288.09	\$ 7.00	\$ 15.00	\$ 22.00	\$ 332.09

GOODYEAR TIRE AND RUBBER COMPANY
 FSA BID NO. 15/17-07-0220
 EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT215/85R16		E	139081307	\$ 263.24	\$ 1.00	\$ 10.00	\$ 274.24	\$ 7.00	\$ 15.00	\$ 22.00	\$ 318.24
Steel Casing G647 RSS											
225/70R195	BSL	LG	139172053	\$ 295.68	\$ 1.00	\$ 10.00	\$ 306.68	\$ 7.00	\$ 15.00	\$ 22.00	\$ 350.68
245/70R195	BSL	LG	139177080	\$ 313.42	\$ 1.00	\$ 10.00	\$ 324.42	\$ 7.00	\$ 15.00	\$ 22.00	\$ 368.42
225/70R195		F	139418053	\$ 289.77	\$ 1.00	\$ 10.00	\$ 300.77	\$ 7.00	\$ 15.00	\$ 22.00	\$ 344.77
8R195 F G647		LF	139699080	\$ 270.47	\$ 1.00	\$ 10.00	\$ 281.47	\$ 7.00	\$ 15.00	\$ 22.00	\$ 325.47
Steel Casing G622 RSD											
225/70R195		G	139172205	\$ 299.60	\$ 1.00	\$ 10.00	\$ 310.60	\$ 7.00	\$ 15.00	\$ 22.00	\$ 354.60
225/70R195		F	139418205	\$ 293.60	\$ 1.00	\$ 10.00	\$ 304.60	\$ 7.00	\$ 15.00	\$ 22.00	\$ 348.60
245/70R195		LG	139913205	\$ 317.57	\$ 1.00	\$ 10.00	\$ 328.57	\$ 7.00	\$ 15.00	\$ 22.00	\$ 372.57
Steel Casing Regional RHS											
205/75R17.5	BSW	LF	139210133	\$ 303.85	\$ 1.00	\$ 10.00	\$ 314.85	\$ 7.00	\$ 15.00	\$ 22.00	\$ 358.85
Steel Casing G614 RST											
LT235/85R16G		G	139229099	\$ 239.57	\$ 1.00	\$ 10.00	\$ 250.57	\$ 7.00	\$ 15.00	\$ 22.00	\$ 294.57
Steel Casing G670 RV											
245/70R195		LG	139913050	\$ 376.30	\$ 1.00	\$ 10.00	\$ 387.30	\$ 7.00	\$ 15.00	\$ 22.00	\$ 431.30
225/70R195		F	139418050	\$ 296.93	\$ 1.00	\$ 10.00	\$ 307.93	\$ 7.00	\$ 15.00	\$ 22.00	\$ 351.93
Steel Casing G661 HSA'											
225/70R19.5	B01	LG	139623581	\$ 304.10	\$ 1.00	\$ 10.00	\$ 315.10	\$ 7.00	\$ 15.00	\$ 22.00	\$ 359.10
245/70R19.5	B01	LH	139711581	\$ 323.82	\$ 1.00	\$ 10.00	\$ 334.82	\$ 7.00	\$ 15.00	\$ 22.00	\$ 378.82
Steel Casing Regional RHT II											
245/70R17.5	BLT	JJ	139669527	\$ 271.39	\$ 1.00	\$ 10.00	\$ 282.39	\$ 7.00	\$ 15.00	\$ 22.00	\$ 326.39
Steel Casing G171											
8R195 F G171 TL		LF	139699107	\$ 283.64	\$ 1.00	\$ 10.00	\$ 294.64	\$ 7.00	\$ 15.00	\$ 22.00	\$ 338.64
Steel Casing SP 348											
225/70R19.5		LG	271124002	\$ 240.17	\$ 1.00	\$ 10.00	\$ 251.17	\$ 7.00	\$ 15.00	\$ 22.00	\$ 295.17
245/70R19.5		LG	271124003	\$ 254.58	\$ 1.00	\$ 10.00	\$ 265.58	\$ 7.00	\$ 15.00	\$ 22.00	\$ 309.58
Steel Casing SP 461											
225/70R19.5		LG	271127053	\$ 258.65	\$ 1.00	\$ 10.00	\$ 269.65	\$ 7.00	\$ 15.00	\$ 22.00	\$ 313.65
245/70R19.5		G	271127093	\$ 274.17	\$ 1.00	\$ 10.00	\$ 285.17	\$ 7.00	\$ 15.00	\$ 22.00	\$ 329.17
Wrangler RT/S											
P265/70R16	OWL	SSL	137212568	\$ 98.74	\$ 1.00	\$ 2.00	\$ 101.74	\$ 3.00	\$ -	\$ 10.95	\$ 115.69
P235/75R15	OWL	SSL	137719568	\$ 77.14	\$ 1.00	\$ 2.00	\$ 80.14	\$ 3.00	\$ -	\$ 10.95	\$ 94.09

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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P255/70R16	OWL	S SL	137840039	\$ 92.57	\$ 1.00	\$ 2.00	\$ 95.57	\$ 3.00	\$ -	\$ 10.95	\$ 109.52
Wrangler Duratrac											
265/65R17	BSL	S SL	150153601	\$ 139.07	\$ 1.00	\$ 2.00	\$ 142.07	\$ 3.00	\$ -	\$ 10.95	\$ 156.02
265/70R17	BSL	S SL	150154601	\$ 134.01	\$ 1.00	\$ 2.00	\$ 137.01	\$ 3.00	\$ -	\$ 10.95	\$ 150.96
255/70R18	BSL	S SL	150524601	\$ 147.71	\$ 1.00	\$ 2.00	\$ 150.71	\$ 3.00	\$ -	\$ 10.95	\$ 164.66
265/60R18	BSL	S SL	150525601	\$ 148.49	\$ 1.00	\$ 2.00	\$ 151.49	\$ 3.00	\$ -	\$ 10.95	\$ 165.44
265/70R16	BSL	S SL	150564601	\$ 128.35	\$ 1.00	\$ 2.00	\$ 131.35	\$ 3.00	\$ -	\$ 10.95	\$ 145.30
255/70R16	BSL	S SL	150567601	\$ 123.05	\$ 1.00	\$ 2.00	\$ 126.05	\$ 3.00	\$ -	\$ 10.95	\$ 140.00
275/55R20	BSL	S SL	150636601	\$ 162.87	\$ 1.00	\$ 2.00	\$ 165.87	\$ 3.00	\$ -	\$ 10.95	\$ 179.82
275/65R18	BSL	S SL	150638601	\$ 153.72	\$ 1.00	\$ 2.00	\$ 156.72	\$ 3.00	\$ -	\$ 10.95	\$ 170.67
265/65R18	BSL	S SL	150644601	\$ 157.74	\$ 1.00	\$ 2.00	\$ 160.74	\$ 3.00	\$ -	\$ 10.95	\$ 174.69
255/55R19	BLT	S XL	150663574	\$ 166.01	\$ 1.00	\$ 2.00	\$ 169.01	\$ 3.00	\$ -	\$ 10.95	\$ 182.96
245/70R17	BSL	S SL	150675601	\$ 130.22	\$ 1.00	\$ 2.00	\$ 133.22	\$ 3.00	\$ -	\$ 10.95	\$ 147.17
275/60R20	BSL	S SL	150678601	\$ 170.38	\$ 1.00	\$ 2.00	\$ 173.38	\$ 3.00	\$ -	\$ 10.95	\$ 187.33
255/75R17	BSL	S SL	150684601	\$ 119.69	\$ 1.00	\$ 2.00	\$ 122.69	\$ 3.00	\$ -	\$ 10.95	\$ 136.64
31X10.50R15LT	OWL	Q C	312007027	\$ 128.68	\$ 1.00	\$ 2.00	\$ 131.68	\$ 3.00	\$ -	\$ 10.95	\$ 145.63
LT235/75R15	OWL	Q C	312008027	\$ 128.64	\$ 1.00	\$ 2.00	\$ 131.64	\$ 3.00	\$ -	\$ 10.95	\$ 145.59
LT225/75R16	BSL	Q E	312009142	\$ 137.47	\$ 1.00	\$ 2.00	\$ 140.47	\$ 3.00	\$ -	\$ 10.95	\$ 154.42
LT215/85R16	BSL	Q E	312010142	\$ 135.86	\$ 1.00	\$ 2.00	\$ 138.86	\$ 3.00	\$ -	\$ 10.95	\$ 152.81
LT275/65R18	BSL	Q E	312011142	\$ 189.98	\$ 1.00	\$ 2.00	\$ 192.98	\$ 3.00	\$ -	\$ 10.95	\$ 206.93
LT275/70R18	BSL	Q E	312012142	\$ 192.12	\$ 1.00	\$ 2.00	\$ 195.12	\$ 3.00	\$ -	\$ 10.95	\$ 209.07
LT315/75R16	BSL	Q E	312013142	\$ 190.14	\$ 1.00	\$ 2.00	\$ 193.14	\$ 3.00	\$ -	\$ 10.95	\$ 207.09
LT265/70R17	BSL	Q E	312014142	\$ 176.50	\$ 1.00	\$ 2.00	\$ 179.50	\$ 3.00	\$ -	\$ 10.95	\$ 193.45
LT285/70R17	OWL	Q D	312015027	\$ 198.50	\$ 1.00	\$ 2.00	\$ 201.50	\$ 3.00	\$ -	\$ 10.95	\$ 215.45
LT325/65R18	BSL	Q E	312016142	\$ 258.52	\$ 1.00	\$ 2.00	\$ 261.52	\$ 3.00	\$ -	\$ 10.95	\$ 275.47
LT245/75R16	OWL	Q C	312017027	\$ 128.76	\$ 1.00	\$ 2.00	\$ 131.76	\$ 3.00	\$ -	\$ 10.95	\$ 145.71
LT265/75R16	OWL	Q C	312018027	\$ 139.66	\$ 1.00	\$ 2.00	\$ 142.66	\$ 3.00	\$ -	\$ 10.95	\$ 156.61
LT265/70R17	OWL	Q C	312019027	\$ 168.94	\$ 1.00	\$ 2.00	\$ 171.94	\$ 3.00	\$ -	\$ 10.95	\$ 185.89
33X12.50R15LT	OWL	Q C	312020027	\$ 150.52	\$ 1.00	\$ 2.00	\$ 153.52	\$ 3.00	\$ -	\$ 10.95	\$ 167.47
LT245/70R17	BSL	Q E	312022142	\$ 150.89	\$ 1.00	\$ 2.00	\$ 153.89	\$ 3.00	\$ -	\$ 10.95	\$ 167.84
LT245/75R17	OWL	Q E	312023027	\$ 164.59	\$ 1.00	\$ 2.00	\$ 167.59	\$ 3.00	\$ -	\$ 10.95	\$ 181.54
LT295/65R18	BSL	P E	312024142	\$ 220.51	\$ 1.00	\$ 2.00	\$ 223.51	\$ 3.00	\$ -	\$ 10.95	\$ 237.46
LT275/65R20	BSL	Q E	312025142	\$ 237.44	\$ 1.00	\$ 2.00	\$ 240.44	\$ 3.00	\$ -	\$ 10.95	\$ 254.39
LT285/60R20	BSL	Q E	312028142	\$ 267.81	\$ 1.00	\$ 2.00	\$ 270.81	\$ 3.00	\$ -	\$ 10.95	\$ 284.76
LT325/60R20	BSL	Q E	312029142	\$ 328.44	\$ 1.00	\$ 2.00	\$ 331.44	\$ 3.00	\$ -	\$ 10.95	\$ 345.39
LT305/55R20	BSL	Q E	312030142	\$ 286.48	\$ 1.00	\$ 2.00	\$ 289.48	\$ 3.00	\$ -	\$ 10.95	\$ 303.43
LT315/70R17	BSL	Q D	312031142	\$ 220.04	\$ 1.00	\$ 2.00	\$ 223.04	\$ 3.00	\$ -	\$ 10.95	\$ 236.99

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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LT235/80R17	BSL	Q E	312032142	\$ 164.72	\$ 1.00	\$ 2.00	\$ 167.72	\$ 3.00	\$ -	\$ 10.95	\$ 181.67
LT265/75R16	BSL	Q E	312034142	\$ 147.50	\$ 1.00	\$ 2.00	\$ 150.50	\$ 3.00	\$ -	\$ 10.95	\$ 164.45
LT285/75R16	BSL	P E	312035142	\$ 160.24	\$ 1.00	\$ 2.00	\$ 163.24	\$ 3.00	\$ -	\$ 10.95	\$ 177.19
LT235/85R16	BSL	Q E	312036142	\$ 140.24	\$ 1.00	\$ 2.00	\$ 143.24	\$ 3.00	\$ -	\$ 10.95	\$ 157.19
LT245/75R16	OWL	Q E	312249027	\$ 145.89	\$ 1.00	\$ 2.00	\$ 148.89	\$ 3.00	\$ -	\$ 10.95	\$ 162.84
Fortera											
P245/70R17	OWL	T SL	151056164	\$ 158.05	\$ 1.00	\$ 2.00	\$ 161.05	\$ 3.00	\$ -	\$ 10.95	\$ 175.00
P245/70R17	VSB	T SL	151056203	\$ 154.60	\$ 1.00	\$ 2.00	\$ 157.60	\$ 3.00	\$ -	\$ 10.95	\$ 171.55
265/50R20	VSB	T SL	151093203	\$ 190.54	\$ 1.00	\$ 2.00	\$ 193.54	\$ 3.00	\$ -	\$ 10.95	\$ 207.49
P245/65R17	VSB	T SL	151166203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P245/65R17	VSB	S SL	151284203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P245/65R17	VSB	T SL	151494203	\$ 156.97	\$ 1.00	\$ 2.00	\$ 159.97	\$ 3.00	\$ -	\$ 10.95	\$ 173.92
P255/65R18	BSL	S SL	151559248	\$ 176.62	\$ 1.00	\$ 2.00	\$ 179.62	\$ 3.00	\$ -	\$ 10.95	\$ 193.57
285/45R22	VSB	H XL	151621163	\$ 197.55	\$ 1.00	\$ 2.00	\$ 200.55	\$ 3.00	\$ -	\$ 10.95	\$ 214.50
305/40R22	VSB	H RE	151774163	\$ 143.18	\$ 1.00	\$ 2.00	\$ 146.18	\$ 3.00	\$ -	\$ 10.95	\$ 160.13
305/45R22	VSB	H RE	151775163	\$ 143.18	\$ 1.00	\$ 2.00	\$ 146.18	\$ 3.00	\$ -	\$ 10.95	\$ 160.13
P235/60R18	VSB	T SL	151976203	\$ 181.66	\$ 1.00	\$ 2.00	\$ 184.66	\$ 3.00	\$ -	\$ 10.95	\$ 198.61
P245/65R17	OWL	S SL	151986164	\$ 162.49	\$ 1.00	\$ 2.00	\$ 165.49	\$ 3.00	\$ -	\$ 10.95	\$ 179.44
Wrangler Fortitude											
265/70R17	OWL	T SL	157042620	\$ 123.58	\$ 1.00	\$ 2.00	\$ 126.58	\$ 3.00	\$ -	\$ 10.95	\$ 140.53
265/70R16	BSL	T SL	157045622	\$ 108.31	\$ 1.00	\$ 2.00	\$ 111.31	\$ 3.00	\$ -	\$ 10.95	\$ 125.26
275/65R18	OWL	T SL	157066620	\$ 137.32	\$ 1.00	\$ 2.00	\$ 140.32	\$ 3.00	\$ -	\$ 10.95	\$ 154.27
255/65R17	BSL	T SL	157069622	\$ 132.07	\$ 1.00	\$ 2.00	\$ 135.07	\$ 3.00	\$ -	\$ 10.95	\$ 149.02
265/60R18	BSL	T SL	157076622	\$ 136.85	\$ 1.00	\$ 2.00	\$ 139.85	\$ 3.00	\$ -	\$ 10.95	\$ 153.80
Wrangler SR-A											
LT265/60R20	VSB	S E	179020436	\$ 130.31	\$ 1.00	\$ 2.00	\$ 133.31	\$ 3.00	\$ -	\$ 10.95	\$ 147.26
LT275/65R18	OWL	Q E	179029492	\$ 169.87	\$ 1.00	\$ 2.00	\$ 172.87	\$ 3.00	\$ -	\$ 10.95	\$ 186.82
LT265/70R18	VSB	S E	179040436	\$ 158.94	\$ 1.00	\$ 2.00	\$ 161.94	\$ 3.00	\$ -	\$ 10.95	\$ 175.89
LT235/80R17	VSB	R E	179136436	\$ 138.76	\$ 1.00	\$ 2.00	\$ 141.76	\$ 3.00	\$ -	\$ 10.95	\$ 155.71
LT245/70R17	OWL	R E	179469492	\$ 146.73	\$ 1.00	\$ 2.00	\$ 149.73	\$ 3.00	\$ -	\$ 10.95	\$ 163.68
31X10.50R15LT	OWL	R C	179510492	\$ 113.31	\$ 1.00	\$ 2.00	\$ 116.31	\$ 3.00	\$ -	\$ 10.95	\$ 130.26
LT265/70R17	OWL	R E	179535492	\$ 159.87	\$ 1.00	\$ 2.00	\$ 162.87	\$ 3.00	\$ -	\$ 10.95	\$ 176.82
LT285/75R16	OWL	R E	179585492	\$ 158.48	\$ 1.00	\$ 2.00	\$ 161.48	\$ 3.00	\$ -	\$ 10.95	\$ 175.43
LT245/75R17	OWL	R E	179636492	\$ 151.29	\$ 1.00	\$ 2.00	\$ 154.29	\$ 3.00	\$ -	\$ 10.95	\$ 168.24
LT275/70R18	OWL	R E	179646492	\$ 173.54	\$ 1.00	\$ 2.00	\$ 176.54	\$ 3.00	\$ -	\$ 10.95	\$ 190.49
LT265/70R17	BSL	S E	179696217	\$ 158.26	\$ 1.00	\$ 2.00	\$ 161.26	\$ 3.00	\$ -	\$ 10.95	\$ 175.21

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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LT235/85R16	BSL	R E	179745217	\$ 129.54	\$ 1.00	\$ 2.00	\$ 132.54	\$ 3.00	\$ -	\$ 10.95	\$ 146.49
LT265/75R16	OWL	R E	179746492	\$ 138.95	\$ 1.00	\$ 2.00	\$ 141.95	\$ 3.00	\$ -	\$ 10.95	\$ 155.90
LT245/75R16	BSL	R E	179747217	\$ 133.98	\$ 1.00	\$ 2.00	\$ 136.98	\$ 3.00	\$ -	\$ 10.95	\$ 150.93
LT225/75R16	BSL	R E	179748217	\$ 124.39	\$ 1.00	\$ 2.00	\$ 127.39	\$ 3.00	\$ -	\$ 10.95	\$ 141.34
LT215/85R16	BSL	P E	179751217	\$ 124.23	\$ 1.00	\$ 2.00	\$ 127.23	\$ 3.00	\$ -	\$ 10.95	\$ 141.18
245/60R18	VSB	T SL	183001436	\$ 131.33	\$ 1.00	\$ 2.00	\$ 134.33	\$ 3.00	\$ -	\$ 10.95	\$ 148.28
P225/75R16	OWL	S SL	183017418	\$ 100.29	\$ 1.00	\$ 2.00	\$ 103.29	\$ 3.00	\$ -	\$ 10.95	\$ 117.24
215/70R16	VSB	S SL	183021436	\$ 78.04	\$ 1.00	\$ 2.00	\$ 81.04	\$ 3.00	\$ -	\$ 10.95	\$ 94.99
P215/75R15	OWL	S SL	183025418	\$ 84.08	\$ 1.00	\$ 2.00	\$ 87.08	\$ 3.00	\$ -	\$ 10.95	\$ 101.03
P265/70R15	OWL	S SL	183050418	\$ 107.08	\$ 1.00	\$ 2.00	\$ 110.08	\$ 3.00	\$ -	\$ 10.95	\$ 124.03
P265/65R18	BSL	T SL	183051217	\$ 143.05	\$ 1.00	\$ 2.00	\$ 146.05	\$ 3.00	\$ -	\$ 10.95	\$ 160.00
P265/65R18	OWL	T SL	183051492	\$ 145.40	\$ 1.00	\$ 2.00	\$ 148.40	\$ 3.00	\$ -	\$ 10.95	\$ 162.35
225/70R16	OWL	T SL	183054418	\$ 85.41	\$ 1.00	\$ 2.00	\$ 88.41	\$ 3.00	\$ -	\$ 10.95	\$ 102.36
P225/75R15	OWL	S SL	183064418	\$ 86.43	\$ 1.00	\$ 2.00	\$ 89.43	\$ 3.00	\$ -	\$ 10.95	\$ 103.38
P275/55R20	BSL	S SL	183102217	\$ 144.41	\$ 1.00	\$ 2.00	\$ 147.41	\$ 3.00	\$ -	\$ 10.95	\$ 161.36
P235/65R17	OWL	S SL	183105418	\$ 108.09	\$ 1.00	\$ 2.00	\$ 111.09	\$ 3.00	\$ -	\$ 10.95	\$ 125.04
P265/70R17	OWL	R SL	183106418	\$ 113.34	\$ 1.00	\$ 2.00	\$ 116.34	\$ 3.00	\$ -	\$ 10.95	\$ 130.29
P265/70R17	VSB	R SL	183106436	\$ 113.68	\$ 1.00	\$ 2.00	\$ 116.68	\$ 3.00	\$ -	\$ 10.95	\$ 130.63
P255/75R17	OWL	S SL	183107418	\$ 111.43	\$ 1.00	\$ 2.00	\$ 114.43	\$ 3.00	\$ -	\$ 10.95	\$ 128.38
P245/70R17	VSB	S SL	183114470	\$ 117.16	\$ 1.00	\$ 2.00	\$ 120.16	\$ 3.00	\$ -	\$ 10.95	\$ 134.11
P265/70R16	OWL	S SL	183212418	\$ 116.76	\$ 1.00	\$ 2.00	\$ 119.76	\$ 3.00	\$ -	\$ 10.95	\$ 133.71
P245/75R16	OWL	S SL	183217418	\$ 109.49	\$ 1.00	\$ 2.00	\$ 112.49	\$ 3.00	\$ -	\$ 10.95	\$ 126.44
P245/65R17	OWL	S SL	183284418	\$ 111.11	\$ 1.00	\$ 2.00	\$ 114.11	\$ 3.00	\$ -	\$ 10.95	\$ 128.06
P245/70R16	VSB	S SL	183293436	\$ 96.46	\$ 1.00	\$ 2.00	\$ 99.46	\$ 3.00	\$ -	\$ 10.95	\$ 113.41
P235/75R15	OWL	S SL	183406418	\$ 84.24	\$ 1.00	\$ 2.00	\$ 87.24	\$ 3.00	\$ -	\$ 10.95	\$ 101.19
P235/70R16	OWL	S SL	183407418	\$ 109.49	\$ 1.00	\$ 2.00	\$ 112.49	\$ 3.00	\$ -	\$ 10.95	\$ 126.44
P235/70R15	OWL	S SL	183408418	\$ 83.93	\$ 1.00	\$ 2.00	\$ 86.93	\$ 3.00	\$ -	\$ 10.95	\$ 100.88
P225/70R15	OWL	S SL	183482418	\$ 84.79	\$ 1.00	\$ 2.00	\$ 87.79	\$ 3.00	\$ -	\$ 10.95	\$ 101.74
P265/70R18	OWL	S SL	183487418	\$ 141.02	\$ 1.00	\$ 2.00	\$ 144.02	\$ 3.00	\$ -	\$ 10.95	\$ 157.97
P275/65R18	OWL	T SL	183538418	\$ 142.25	\$ 1.00	\$ 2.00	\$ 145.25	\$ 3.00	\$ -	\$ 10.95	\$ 159.20
P235/75R17	OWL	S SL	183539418	\$ 115.84	\$ 1.00	\$ 2.00	\$ 118.84	\$ 3.00	\$ -	\$ 10.95	\$ 132.79
P255/70R17	OWL	S SL	183540418	\$ 112.35	\$ 1.00	\$ 2.00	\$ 115.35	\$ 3.00	\$ -	\$ 10.95	\$ 129.30
P265/60R18	VSB	T SL	183558436	\$ 135.18	\$ 1.00	\$ 2.00	\$ 138.18	\$ 3.00	\$ -	\$ 10.95	\$ 152.13
P255/65R17	OWL	S SL	183579418	\$ 117.41	\$ 1.00	\$ 2.00	\$ 120.41	\$ 3.00	\$ -	\$ 10.95	\$ 134.36
P245/70R16	OWL	S SL	183597418	\$ 100.75	\$ 1.00	\$ 2.00	\$ 103.75	\$ 3.00	\$ -	\$ 10.95	\$ 117.70
P255/70R16	OWL	S SL	183601418	\$ 105.19	\$ 1.00	\$ 2.00	\$ 108.19	\$ 3.00	\$ -	\$ 10.95	\$ 122.14
P265/65R17	VSB	S SL	183602436	\$ 133.21	\$ 1.00	\$ 2.00	\$ 136.21	\$ 3.00	\$ -	\$ 10.95	\$ 150.16

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P255/70R18	OWL	T SL	183612418	\$ 138.58	\$ 1.00	\$ 2.00	\$ 141.58	\$ 3.00	\$ -	\$ 10.95	\$ 155.53
P265/50R20	VSB	S SL	183675436	\$ 144.97	\$ 1.00	\$ 2.00	\$ 147.97	\$ 3.00	\$ -	\$ 10.95	\$ 161.92
P215/65R17	OWL	S SL	183678418	\$ 75.51	\$ 1.00	\$ 2.00	\$ 78.51	\$ 3.00	\$ -	\$ 10.95	\$ 92.46
P235/75R16	OWL	S XL	183680418	\$ 105.73	\$ 1.00	\$ 2.00	\$ 108.73	\$ 3.00	\$ -	\$ 10.95	\$ 122.68
P265/75R15	OWL	S SL	183753418	\$ 108.34	\$ 1.00	\$ 2.00	\$ 111.34	\$ 3.00	\$ -	\$ 10.95	\$ 125.29
P235/70R17	OWL	S XL	183783418	\$ 128.71	\$ 1.00	\$ 2.00	\$ 131.71	\$ 3.00	\$ -	\$ 10.95	\$ 145.66
P265/75R16	OWL	S SL	183857418	\$ 110.62	\$ 1.00	\$ 2.00	\$ 113.62	\$ 3.00	\$ -	\$ 10.95	\$ 127.57
P275/60R20	VSB	S SL	183934436	\$ 113.43	\$ 1.00	\$ 2.00	\$ 116.43	\$ 3.00	\$ -	\$ 10.95	\$ 130.38
P275/60R20	VSB	S SL	183934470	\$ 113.43	\$ 1.00	\$ 2.00	\$ 116.43	\$ 3.00	\$ -	\$ 10.95	\$ 130.38
P275/60R20	OWL	S SL	183934492	\$ 112.29	\$ 1.00	\$ 2.00	\$ 115.29	\$ 3.00	\$ -	\$ 10.95	\$ 129.24
P255/65R16	OWL	S SL	183987418	\$ 118.27	\$ 1.00	\$ 2.00	\$ 121.27	\$ 3.00	\$ -	\$ 10.95	\$ 135.22
Fierce Attitude M/T											
LT315/75R16	BSL	P E	357194294	\$ 174.37	\$ 1.00	\$ 2.00	\$ 177.37	\$ 3.00	\$ -	\$ 10.95	\$ 191.32
LT235/85R16	BSL	P E	357328294	\$ 125.99	\$ 1.00	\$ 2.00	\$ 128.99	\$ 3.00	\$ -	\$ 10.95	\$ 142.94
LT265/75R16	BSL	P E	357334294	\$ 139.54	\$ 1.00	\$ 2.00	\$ 142.54	\$ 3.00	\$ -	\$ 10.95	\$ 156.49
35X12.50R17LT	BSL	P D	357351294	\$ 186.75	\$ 1.00	\$ 2.00	\$ 189.75	\$ 3.00	\$ -	\$ 10.95	\$ 203.70
LT265/70R17	BSL	P E	357368294	\$ 146.26	\$ 1.00	\$ 2.00	\$ 149.26	\$ 3.00	\$ -	\$ 10.95	\$ 163.21
LT275/70R18	BSL	P E	357379294	\$ 187.12	\$ 1.00	\$ 2.00	\$ 190.12	\$ 3.00	\$ -	\$ 10.95	\$ 204.07
LT285/70R17	OWL	P D	357435295	\$ 168.05	\$ 1.00	\$ 2.00	\$ 171.05	\$ 3.00	\$ -	\$ 10.95	\$ 185.00
LT275/65R18	BSW	P E	357442088	\$ 183.94	\$ 1.00	\$ 2.00	\$ 186.94	\$ 3.00	\$ -	\$ 10.95	\$ 200.89
LT325/65R18	BSL	P E	357523294	\$ 198.01	\$ 1.00	\$ 2.00	\$ 201.01	\$ 3.00	\$ -	\$ 10.95	\$ 214.96
LT285/75R16	BSL	P E	357584294	\$ 148.92	\$ 1.00	\$ 2.00	\$ 151.92	\$ 3.00	\$ -	\$ 10.95	\$ 165.87
LT245/75R16	BSL	P E	357797294	\$ 129.88	\$ 1.00	\$ 2.00	\$ 132.88	\$ 3.00	\$ -	\$ 10.95	\$ 146.83
LT225/75R16	BSL	P E	357814294	\$ 122.29	\$ 1.00	\$ 2.00	\$ 125.29	\$ 3.00	\$ -	\$ 10.95	\$ 139.24
Wrangler HP											
P235/65R17	VSB	S SL	403105174	\$ 143.95	\$ 1.00	\$ 2.00	\$ 146.95	\$ 3.00	\$ -	\$ 10.95	\$ 160.90
P215/70R16	VSB	S SL	403113174	\$ 115.40	\$ 1.00	\$ 2.00	\$ 118.40	\$ 3.00	\$ -	\$ 10.95	\$ 132.35
P215/70R16	VSB	H SL	403207174	\$ 112.07	\$ 1.00	\$ 2.00	\$ 115.07	\$ 3.00	\$ -	\$ 10.95	\$ 129.02
P265/70R17	VSB	S SL	403422171	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P265/70R17	BSL	S SL	403422658	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P265/70R17	BSL	S SL	403767658	\$ 151.63	\$ 1.00	\$ 2.00	\$ 154.63	\$ 3.00	\$ -	\$ 10.95	\$ 168.58
P275/60R20	OWL	S SL	403934169	\$ 167.56	\$ 1.00	\$ 2.00	\$ 170.56	\$ 3.00	\$ -	\$ 10.95	\$ 184.51
P275/60R20	VSB	S SL	403934174	\$ 163.51	\$ 1.00	\$ 2.00	\$ 166.51	\$ 3.00	\$ -	\$ 10.95	\$ 180.46
Wrangler AT/S											
P265/70R17	OWL	S SL	410422176	\$ 114.17	\$ 1.00	\$ 2.00	\$ 117.17	\$ 3.00	\$ -	\$ 10.95	\$ 131.12
P265/70R17	BSL	S SL	410422177	\$ 108.00	\$ 1.00	\$ 2.00	\$ 111.00	\$ 3.00	\$ -	\$ 10.95	\$ 124.95

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT215/75R15	BSL	S D	411154177	\$ 126.64	\$ 1.00	\$ 2.00	\$ 129.64	\$ 3.00	\$ -	\$ 10.95	\$ 143.59
LT275/65R20	OWL	S E	411303176	\$ 218.47	\$ 1.00	\$ 2.00	\$ 221.47	\$ 3.00	\$ -	\$ 10.95	\$ 235.42
LT275/65R18	OWL	S C	411958176	\$ 158.11	\$ 1.00	\$ 2.00	\$ 161.11	\$ 3.00	\$ -	\$ 10.95	\$ 175.06
Radial LS											
LT235/60R17	VSB	S E	723121631	\$ 216.00	\$ 1.00	\$ 2.00	\$ 219.00	\$ 3.00	\$ -	\$ 10.95	\$ 232.95
LT235/60R17	XNW	S E	723297011	\$ 216.00	\$ 1.00	\$ 2.00	\$ 219.00	\$ 3.00	\$ -	\$ 10.95	\$ 232.95
Wrangler HP All Weather											
255/55R19	BLT	V XL	727018232	\$ 340.04	\$ 1.00	\$ 2.00	\$ 343.04	\$ 3.00	\$ -	\$ 10.95	\$ 356.99
245/65R17	BLT	H SL	727594332	\$ 234.70	\$ 1.00	\$ 2.00	\$ 237.70	\$ 3.00	\$ -	\$ 10.95	\$ 251.65
Wrangler Armortrac											
P225/75R15	OWL	T SL	741490334	\$ 81.90	\$ 1.00	\$ 2.00	\$ 84.90	\$ 3.00	\$ -	\$ 10.95	\$ 98.85
P235/70R16	OWL	T SL	741492334	\$ 102.47	\$ 1.00	\$ 2.00	\$ 105.47	\$ 3.00	\$ -	\$ 10.95	\$ 119.42
P245/65R17	BSL	T SL	741494333	\$ 116.70	\$ 1.00	\$ 2.00	\$ 119.70	\$ 3.00	\$ -	\$ 10.95	\$ 133.65
P245/70R16	OWL	T SL	741495334	\$ 108.19	\$ 1.00	\$ 2.00	\$ 111.19	\$ 3.00	\$ -	\$ 10.95	\$ 125.14
P245/75R16	OWL	T SL	741496334	\$ 101.67	\$ 1.00	\$ 2.00	\$ 104.67	\$ 3.00	\$ -	\$ 10.95	\$ 118.62
P265/70R16	OWL	T SL	741500334	\$ 110.07	\$ 1.00	\$ 2.00	\$ 113.07	\$ 3.00	\$ -	\$ 10.95	\$ 127.02
P265/70R17	OWL	T SL	741501334	\$ 125.06	\$ 1.00	\$ 2.00	\$ 128.06	\$ 3.00	\$ -	\$ 10.95	\$ 142.01
P265/75R16	OWL	T SL	741503334	\$ 104.11	\$ 1.00	\$ 2.00	\$ 107.11	\$ 3.00	\$ -	\$ 10.95	\$ 121.06
P235/75R15	OWL	T XL	741507334	\$ 86.22	\$ 1.00	\$ 2.00	\$ 89.22	\$ 3.00	\$ -	\$ 10.95	\$ 103.17
P245/70R17	BSL	T SL	741508333	\$ 120.37	\$ 1.00	\$ 2.00	\$ 123.37	\$ 3.00	\$ -	\$ 10.95	\$ 137.32
P275/65R18	OWL	T SL	741538334	\$ 154.81	\$ 1.00	\$ 2.00	\$ 157.81	\$ 3.00	\$ -	\$ 10.95	\$ 171.76
P265/60R18	OWL	T SL	741558334	\$ 127.44	\$ 1.00	\$ 2.00	\$ 130.44	\$ 3.00	\$ -	\$ 10.95	\$ 144.39
P255/70R18	OWL	T SL	741612334	\$ 130.96	\$ 1.00	\$ 2.00	\$ 133.96	\$ 3.00	\$ -	\$ 10.95	\$ 147.91
P275/60R20	OWL	T SL	741649334	\$ 148.02	\$ 1.00	\$ 2.00	\$ 151.02	\$ 3.00	\$ -	\$ 10.95	\$ 164.97
P225/70R15	OWL	T SL	741734334	\$ 84.58	\$ 1.00	\$ 2.00	\$ 87.58	\$ 3.00	\$ -	\$ 10.95	\$ 101.53
LT265/70R17	OWL	R E	742535334	\$ 147.50	\$ 1.00	\$ 2.00	\$ 150.50	\$ 3.00	\$ -	\$ 10.95	\$ 164.45
LT245/75R17	OWL	R E	742636334	\$ 142.99	\$ 1.00	\$ 2.00	\$ 145.99	\$ 3.00	\$ -	\$ 10.95	\$ 159.94
LT265/75R16	OWL	R E	742746334	\$ 136.66	\$ 1.00	\$ 2.00	\$ 139.66	\$ 3.00	\$ -	\$ 10.95	\$ 153.61
LT245/75R16	BSL	R E	742747333	\$ 126.64	\$ 1.00	\$ 2.00	\$ 129.64	\$ 3.00	\$ -	\$ 10.95	\$ 143.59
Wrangler HT											
LT215/75R15	BSL	Q D	744154900	\$ 126.67	\$ 1.00	\$ 2.00	\$ 129.67	\$ 3.00	\$ -	\$ 10.95	\$ 143.62
LT245/75R16	BSL	R E	744395900	\$ 129.05	\$ 1.00	\$ 2.00	\$ 132.05	\$ 3.00	\$ -	\$ 10.95	\$ 146.00
LT215/85R16	BSL	E	744821900	\$ 122.01	\$ 1.00	\$ 2.00	\$ 125.01	\$ 3.00	\$ -	\$ 10.95	\$ 138.96
LT235/75R15	BSL	Q C	744826802	\$ 119.20	\$ 1.00	\$ 2.00	\$ 122.20	\$ 3.00	\$ -	\$ 10.95	\$ 136.15
LT225/75R16	BSL	Q E	744830900	\$ 119.45	\$ 1.00	\$ 2.00	\$ 122.45	\$ 3.00	\$ -	\$ 10.95	\$ 136.40

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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Assurance CS Tripletred AS											
P265/65R18	VSB	H SL	745040516	\$ 133.45	\$ 1.00	\$ 2.00	\$ 136.45	\$ 3.00	\$ -	\$ 10.95	\$ 150.40
P245/65R17	VSB	T SL	745166516	\$ 117.59	\$ 1.00	\$ 2.00	\$ 120.59	\$ 3.00	\$ -	\$ 10.95	\$ 134.54
235/65R17	VSB	H SL	745173516	\$ 111.21	\$ 1.00	\$ 2.00	\$ 114.21	\$ 3.00	\$ -	\$ 10.95	\$ 128.16
P215/70R16	VSB	T SL	745205516	\$ 93.11	\$ 1.00	\$ 2.00	\$ 96.11	\$ 3.00	\$ -	\$ 10.95	\$ 110.06
235/55R18	VSB	V SL	745339516	\$ 129.09	\$ 1.00	\$ 2.00	\$ 132.09	\$ 3.00	\$ -	\$ 10.95	\$ 146.04
P235/70R16	VSB	T SL	745492516	\$ 99.23	\$ 1.00	\$ 2.00	\$ 102.23	\$ 3.00	\$ -	\$ 10.95	\$ 116.18
P245/70R16	VSB	T SL	745495516	\$ 103.28	\$ 1.00	\$ 2.00	\$ 106.28	\$ 3.00	\$ -	\$ 10.95	\$ 120.23
P265/70R16	VSB	T SL	745500516	\$ 109.74	\$ 1.00	\$ 2.00	\$ 112.74	\$ 3.00	\$ -	\$ 10.95	\$ 126.69
P265/70R17	VSB	T SL	745501516	\$ 114.26	\$ 1.00	\$ 2.00	\$ 117.26	\$ 3.00	\$ -	\$ 10.95	\$ 131.21
P225/70R16	VSB	T SL	745551516	\$ 95.15	\$ 1.00	\$ 2.00	\$ 98.15	\$ 3.00	\$ -	\$ 10.95	\$ 112.10
235/60R17	VSB	H SL	745554516	\$ 116.27	\$ 1.00	\$ 2.00	\$ 119.27	\$ 3.00	\$ -	\$ 10.95	\$ 133.22
235/60R18	VSB	H SL	745558516	\$ 127.55	\$ 1.00	\$ 2.00	\$ 130.55	\$ 3.00	\$ -	\$ 10.95	\$ 144.50
255/60R17	VSB	H SL	745560516	\$ 119.40	\$ 1.00	\$ 2.00	\$ 122.40	\$ 3.00	\$ -	\$ 10.95	\$ 136.35
225/65R17	VSB	H SL	745561516	\$ 108.00	\$ 1.00	\$ 2.00	\$ 111.00	\$ 3.00	\$ -	\$ 10.95	\$ 124.95
P235/65R18	VSB	H SL	745565516	\$ 125.96	\$ 1.00	\$ 2.00	\$ 128.96	\$ 3.00	\$ -	\$ 10.95	\$ 142.91
245/60R18	VSB	H SL	745587516	\$ 131.31	\$ 1.00	\$ 2.00	\$ 134.31	\$ 3.00	\$ -	\$ 10.95	\$ 148.26
235/55R19	VSB	V SL	745592516	\$ 146.67	\$ 1.00	\$ 2.00	\$ 149.67	\$ 3.00	\$ -	\$ 10.95	\$ 163.62
P245/55R19	VSB	T SL	745595516	\$ 149.23	\$ 1.00	\$ 2.00	\$ 152.23	\$ 3.00	\$ -	\$ 10.95	\$ 166.18
P265/65R17	VSB	T SL	745611516	\$ 128.23	\$ 1.00	\$ 2.00	\$ 131.23	\$ 3.00	\$ -	\$ 10.95	\$ 145.18
P255/70R18	VSB	T SL	745612516	\$ 123.82	\$ 1.00	\$ 2.00	\$ 126.82	\$ 3.00	\$ -	\$ 10.95	\$ 140.77
P255/65R18	VSB	T SL	745622516	\$ 128.62	\$ 1.00	\$ 2.00	\$ 131.62	\$ 3.00	\$ -	\$ 10.95	\$ 145.57
255/55R18	VSB	H XL	745647516	\$ 142.56	\$ 1.00	\$ 2.00	\$ 145.56	\$ 3.00	\$ -	\$ 10.95	\$ 159.51
Wrangler AT Adventure											
LT265/70R18	BSL	S E	748014572	\$ 180.45	\$ 1.00	\$ 2.00	\$ 183.45	\$ 3.00	\$ -	\$ 10.95	\$ 197.40
LT285/60R20	BSL	R E	748015572	\$ 279.26	\$ 1.00	\$ 2.00	\$ 282.26	\$ 3.00	\$ -	\$ 10.95	\$ 296.21
LT285/65R18	BSL	R E	748093572	\$ 192.40	\$ 1.00	\$ 2.00	\$ 195.40	\$ 3.00	\$ -	\$ 10.95	\$ 209.35
LT305/55R20	BSL	R E	748094572	\$ 275.77	\$ 1.00	\$ 2.00	\$ 278.77	\$ 3.00	\$ -	\$ 10.95	\$ 292.72
LT285/70R17	OWL	R E	748096571	\$ 190.08	\$ 1.00	\$ 2.00	\$ 193.08	\$ 3.00	\$ -	\$ 10.95	\$ 207.03
LT285/70R17	BSL	R E	748096572	\$ 182.06	\$ 1.00	\$ 2.00	\$ 185.06	\$ 3.00	\$ -	\$ 10.95	\$ 199.01
LT265/60R20	BSL	R E	748097572	\$ 257.35	\$ 1.00	\$ 2.00	\$ 260.35	\$ 3.00	\$ -	\$ 10.95	\$ 274.30
LT285/55R20	BSL	R E	748101572	\$ 276.08	\$ 1.00	\$ 2.00	\$ 279.08	\$ 3.00	\$ -	\$ 10.95	\$ 293.03
LT245/75R16	OWL	S E	748103571	\$ 152.53	\$ 1.00	\$ 2.00	\$ 155.53	\$ 3.00	\$ -	\$ 10.95	\$ 169.48
LT245/75R16	BSL	S E	748103572	\$ 144.41	\$ 1.00	\$ 2.00	\$ 147.41	\$ 3.00	\$ -	\$ 10.95	\$ 161.36
LT245/75R17	OWL	S E	748104571	\$ 165.00	\$ 1.00	\$ 2.00	\$ 168.00	\$ 3.00	\$ -	\$ 10.95	\$ 181.95
LT245/75R17	BSL	S E	748104572	\$ 156.48	\$ 1.00	\$ 2.00	\$ 159.48	\$ 3.00	\$ -	\$ 10.95	\$ 173.43
LT275/70R18	OWL	S E	748108571	\$ 191.16	\$ 1.00	\$ 2.00	\$ 194.16	\$ 3.00	\$ -	\$ 10.95	\$ 208.11

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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LT275/70R18	BSL	S E	748108572	\$ 182.80	\$ 1.00	\$ 2.00	\$ 185.80	\$ 3.00	\$ -	\$ 10.95	\$ 199.75
LT245/70R17	BSL	S E	748120572	\$ 150.98	\$ 1.00	\$ 2.00	\$ 153.98	\$ 3.00	\$ -	\$ 10.95	\$ 167.93
LT275/65R20	OWL	S E	748303571	\$ 262.72	\$ 1.00	\$ 2.00	\$ 265.72	\$ 3.00	\$ -	\$ 10.95	\$ 279.67
LT275/65R20	BSL	S E	748303572	\$ 240.16	\$ 1.00	\$ 2.00	\$ 243.16	\$ 3.00	\$ -	\$ 10.95	\$ 257.11
LT245/70R17	OWL	R E	748469571	\$ 159.74	\$ 1.00	\$ 2.00	\$ 162.74	\$ 3.00	\$ -	\$ 10.95	\$ 176.69
LT245/70R17	BSL	R E	748469572	\$ 152.22	\$ 1.00	\$ 2.00	\$ 155.22	\$ 3.00	\$ -	\$ 10.95	\$ 169.17
31X10.50R15LT	OWL	R C	748510571	\$ 134.57	\$ 1.00	\$ 2.00	\$ 137.57	\$ 3.00	\$ -	\$ 10.95	\$ 151.52
LT215/85R16	BSL	R E	748517572	\$ 142.99	\$ 1.00	\$ 2.00	\$ 145.99	\$ 3.00	\$ -	\$ 10.95	\$ 159.94
LT285/75R16	OWL	R E	748585571	\$ 180.52	\$ 1.00	\$ 2.00	\$ 183.52	\$ 3.00	\$ -	\$ 10.95	\$ 197.47
LT285/75R16	BSL	R E	748585572	\$ 171.56	\$ 1.00	\$ 2.00	\$ 174.56	\$ 3.00	\$ -	\$ 10.95	\$ 188.51
LT235/80R17	BSL	R E	748635572	\$ 175.95	\$ 1.00	\$ 2.00	\$ 178.95	\$ 3.00	\$ -	\$ 10.95	\$ 192.90
LT265/70R17	OWL	S E	748661571	\$ 173.66	\$ 1.00	\$ 2.00	\$ 176.66	\$ 3.00	\$ -	\$ 10.95	\$ 190.61
LT265/70R17	BSL	S E	748661572	\$ 167.49	\$ 1.00	\$ 2.00	\$ 170.49	\$ 3.00	\$ -	\$ 10.95	\$ 184.44
LT235/85R16	BSL	R E	748745572	\$ 145.92	\$ 1.00	\$ 2.00	\$ 148.92	\$ 3.00	\$ -	\$ 10.95	\$ 162.87
LT265/75R16	OWL	R E	748746571	\$ 159.84	\$ 1.00	\$ 2.00	\$ 162.84	\$ 3.00	\$ -	\$ 10.95	\$ 176.79
LT265/75R16	BSL	R E	748746572	\$ 151.54	\$ 1.00	\$ 2.00	\$ 154.54	\$ 3.00	\$ -	\$ 10.95	\$ 168.49
LT225/75R16	BSL	R E	748748572	\$ 145.30	\$ 1.00	\$ 2.00	\$ 148.30	\$ 3.00	\$ -	\$ 10.95	\$ 162.25
LT275/65R18	OWL	S C	748958571	\$ 176.20	\$ 1.00	\$ 2.00	\$ 179.20	\$ 3.00	\$ -	\$ 10.95	\$ 193.15
LT275/65R18	OWL	S E	748965571	\$ 191.31	\$ 1.00	\$ 2.00	\$ 194.31	\$ 3.00	\$ -	\$ 10.95	\$ 208.26
265/70R17	OWL	T SL	758042571	\$ 150.77	\$ 1.00	\$ 2.00	\$ 153.77	\$ 3.00	\$ -	\$ 10.95	\$ 167.72
265/70R17	BSL	T SL	758042572	\$ 142.75	\$ 1.00	\$ 2.00	\$ 145.75	\$ 3.00	\$ -	\$ 10.95	\$ 159.70
235/70R16	OWL	T SL	758043571	\$ 121.73	\$ 1.00	\$ 2.00	\$ 124.73	\$ 3.00	\$ -	\$ 10.95	\$ 138.68
265/70R16	OWL	T SL	758045571	\$ 142.50	\$ 1.00	\$ 2.00	\$ 145.50	\$ 3.00	\$ -	\$ 10.95	\$ 159.45
265/75R16	OWL	T SL	758057571	\$ 139.32	\$ 1.00	\$ 2.00	\$ 142.32	\$ 3.00	\$ -	\$ 10.95	\$ 156.27
245/75R16	OWL	T SL	758059571	\$ 124.12	\$ 1.00	\$ 2.00	\$ 127.12	\$ 3.00	\$ -	\$ 10.95	\$ 141.07
245/70R17	BSL	T SL	758060572	\$ 134.66	\$ 1.00	\$ 2.00	\$ 137.66	\$ 3.00	\$ -	\$ 10.95	\$ 151.61
265/65R17	OWL	T SL	758061571	\$ 150.78	\$ 1.00	\$ 2.00	\$ 153.78	\$ 3.00	\$ -	\$ 10.95	\$ 167.73
255/70R16	OWL	T SL	758062571	\$ 132.68	\$ 1.00	\$ 2.00	\$ 135.68	\$ 3.00	\$ -	\$ 10.95	\$ 149.63
275/55R20	OWL	T SL	758065571	\$ 171.44	\$ 1.00	\$ 2.00	\$ 174.44	\$ 3.00	\$ -	\$ 10.95	\$ 188.39
275/55R20	BSL	T SL	758065572	\$ 176.01	\$ 1.00	\$ 2.00	\$ 179.01	\$ 3.00	\$ -	\$ 10.95	\$ 192.96
275/65R18	OWL	T SL	758066571	\$ 175.88	\$ 1.00	\$ 2.00	\$ 178.88	\$ 3.00	\$ -	\$ 10.95	\$ 192.83
255/70R17	OWL	T SL	758067571	\$ 149.41	\$ 1.00	\$ 2.00	\$ 152.41	\$ 3.00	\$ -	\$ 10.95	\$ 166.36
265/65R18	OWL	T SL	758068571	\$ 169.87	\$ 1.00	\$ 2.00	\$ 172.87	\$ 3.00	\$ -	\$ 10.95	\$ 186.82
255/65R17	OWL	T SL	758069571	\$ 146.11	\$ 1.00	\$ 2.00	\$ 149.11	\$ 3.00	\$ -	\$ 10.95	\$ 163.06
255/65R17	BSL	T SL	758069572	\$ 134.66	\$ 1.00	\$ 2.00	\$ 137.66	\$ 3.00	\$ -	\$ 10.95	\$ 151.61
265/70R18	OWL	T SL	758070571	\$ 162.77	\$ 1.00	\$ 2.00	\$ 165.77	\$ 3.00	\$ -	\$ 10.95	\$ 179.72
275/60R20	OWL	T SL	758073571	\$ 193.48	\$ 1.00	\$ 2.00	\$ 196.48	\$ 3.00	\$ -	\$ 10.95	\$ 210.43

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
255/70R18	BSL	T SL	758074572	\$ 159.84	\$ 1.00	\$ 2.00	\$ 162.84	\$ 3.00	\$ -	\$ 10.95	\$ 176.79
265/60R18	OWL	T SL	758076571	\$ 162.62	\$ 1.00	\$ 2.00	\$ 165.62	\$ 3.00	\$ -	\$ 10.95	\$ 179.57
235/70R17	OWL	T XL	758078571	\$ 144.10	\$ 1.00	\$ 2.00	\$ 147.10	\$ 3.00	\$ -	\$ 10.95	\$ 161.05
235/70R16	BSL	T SL	758079572	\$ 112.47	\$ 1.00	\$ 2.00	\$ 115.47	\$ 3.00	\$ -	\$ 10.95	\$ 129.42
245/70R17	OWL	T SL	758080571	\$ 143.49	\$ 1.00	\$ 2.00	\$ 146.49	\$ 3.00	\$ -	\$ 10.95	\$ 160.44
275/65R18	BSL	T SL	758081572	\$ 167.86	\$ 1.00	\$ 2.00	\$ 170.86	\$ 3.00	\$ -	\$ 10.95	\$ 184.81
275/60R20	BSL	T SL	758082572	\$ 176.38	\$ 1.00	\$ 2.00	\$ 179.38	\$ 3.00	\$ -	\$ 10.95	\$ 193.33
255/60R19	BSL	T SL	758083572	\$ 173.42	\$ 1.00	\$ 2.00	\$ 176.42	\$ 3.00	\$ -	\$ 10.95	\$ 190.37
255/65R18	BSL	T SL	758088572	\$ 153.67	\$ 1.00	\$ 2.00	\$ 156.67	\$ 3.00	\$ -	\$ 10.95	\$ 170.62
235/75R17	BSL	T SL	758089572	\$ 128.36	\$ 1.00	\$ 2.00	\$ 131.36	\$ 3.00	\$ -	\$ 10.95	\$ 145.31
245/65R17	OWL	T SL	758592571	\$ 143.74	\$ 1.00	\$ 2.00	\$ 146.74	\$ 3.00	\$ -	\$ 10.95	\$ 160.69
245/65R17	BSL	T SL	758592572	\$ 134.49	\$ 1.00	\$ 2.00	\$ 137.49	\$ 3.00	\$ -	\$ 10.95	\$ 151.44
245/70R16	OWL	T SL	758762571	\$ 120.62	\$ 1.00	\$ 2.00	\$ 123.62	\$ 3.00	\$ -	\$ 10.95	\$ 137.57
Wrangler MT/R											
35X12.50R20LT	BSL	Q E	750002326	\$ 327.42	\$ 1.00	\$ 2.00	\$ 330.42	\$ 3.00	\$ -	\$ 10.95	\$ 344.37
35X12.50R18LT	BSL	Q E	750032326	\$ 285.89	\$ 1.00	\$ 2.00	\$ 288.89	\$ 3.00	\$ -	\$ 10.95	\$ 302.84
33X12.50R20LT	BSL	Q E	750035326	\$ 305.39	\$ 1.00	\$ 2.00	\$ 308.39	\$ 3.00	\$ -	\$ 10.95	\$ 322.34
37X12.50R16.5LT	BSL	N E	750110215	\$ 543.97	\$ 1.00	\$ 2.00	\$ 546.97	\$ 3.00	\$ -	\$ 10.95	\$ 560.92
LT285/75R18	BSL	P E	750116326	\$ 287.00	\$ 1.00	\$ 2.00	\$ 290.00	\$ 3.00	\$ -	\$ 10.95	\$ 303.95
LT245/70R17	BSL	Q E	750140326	\$ 168.67	\$ 1.00	\$ 2.00	\$ 171.67	\$ 3.00	\$ -	\$ 10.95	\$ 185.62
LT245/75R16	BSL	Q E	750151326	\$ 163.73	\$ 1.00	\$ 2.00	\$ 166.73	\$ 3.00	\$ -	\$ 10.95	\$ 180.68
LT265/70R17	BSL	Q E	750152326	\$ 180.89	\$ 1.00	\$ 2.00	\$ 183.89	\$ 3.00	\$ -	\$ 10.95	\$ 197.84
LT265/75R16	BSL	Q E	750153326	\$ 166.66	\$ 1.00	\$ 2.00	\$ 169.66	\$ 3.00	\$ -	\$ 10.95	\$ 183.61
LT275/65R18	BSL	Q C	750392326	\$ 232.23	\$ 1.00	\$ 2.00	\$ 235.23	\$ 3.00	\$ -	\$ 10.95	\$ 249.18
LT275/70R17	BSL	Q E	750393326	\$ 189.56	\$ 1.00	\$ 2.00	\$ 192.56	\$ 3.00	\$ -	\$ 10.95	\$ 206.51
LT275/70R18	BSL	Q E	750432326	\$ 248.12	\$ 1.00	\$ 2.00	\$ 251.12	\$ 3.00	\$ -	\$ 10.95	\$ 265.07
LT285/70R17	BSL	Q D	750434326	\$ 200.35	\$ 1.00	\$ 2.00	\$ 203.35	\$ 3.00	\$ -	\$ 10.95	\$ 217.30
LT285/65R20	BSL	Q E	750435326	\$ 317.92	\$ 1.00	\$ 2.00	\$ 320.92	\$ 3.00	\$ -	\$ 10.95	\$ 334.87
LT285/75R16	BSL	Q E	750451326	\$ 186.72	\$ 1.00	\$ 2.00	\$ 189.72	\$ 3.00	\$ -	\$ 10.95	\$ 203.67
LT305/70R16	BSL	Q E	750475326	\$ 206.31	\$ 1.00	\$ 2.00	\$ 209.31	\$ 3.00	\$ -	\$ 10.95	\$ 223.26
LT305/70R17	BSL	Q D	750542326	\$ 232.85	\$ 1.00	\$ 2.00	\$ 235.85	\$ 3.00	\$ -	\$ 10.95	\$ 249.80
LT315/70R17	BSL	Q D	750551326	\$ 260.43	\$ 1.00	\$ 2.00	\$ 263.43	\$ 3.00	\$ -	\$ 10.95	\$ 277.38
LT315/75R16	BSL	Q D	750554326	\$ 221.12	\$ 1.00	\$ 2.00	\$ 224.12	\$ 3.00	\$ -	\$ 10.95	\$ 238.07
37X12.50R17LT	BSL	Q D	750578326	\$ 276.85	\$ 1.00	\$ 2.00	\$ 279.85	\$ 3.00	\$ -	\$ 10.95	\$ 293.80
40X13.50R17LT	BSL	Q C	750622326	\$ 410.61	\$ 1.00	\$ 2.00	\$ 413.61	\$ 3.00	\$ -	\$ 10.95	\$ 427.56
42X14.50R17LT	BSL	Q C	750625326	\$ 439.93	\$ 1.00	\$ 2.00	\$ 442.93	\$ 3.00	\$ -	\$ 10.95	\$ 456.88
LT255/75R17	BSL	Q C	750687326	\$ 170.27	\$ 1.00	\$ 2.00	\$ 173.27	\$ 3.00	\$ -	\$ 10.95	\$ 187.22

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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LT245/75R17	BSL	Q E	750707326	\$ 166.90	\$ 1.00	\$ 2.00	\$ 169.90	\$ 3.00	\$ -	\$ 10.95	\$ 183.85
31X10.50R15LT	BSL	Q C	750710326	\$ 137.00	\$ 1.00	\$ 2.00	\$ 140.00	\$ 3.00	\$ -	\$ 10.95	\$ 153.95
33X12.50R15LT	BSL	Q C	750711326	\$ 155.40	\$ 1.00	\$ 2.00	\$ 158.40	\$ 3.00	\$ -	\$ 10.95	\$ 172.35
35X12.50R15LT	BSL	Q C	750712326	\$ 162.52	\$ 1.00	\$ 2.00	\$ 165.52	\$ 3.00	\$ -	\$ 10.95	\$ 179.47
LT235/85R16	BSL	Q E	750713326	\$ 149.93	\$ 1.00	\$ 2.00	\$ 152.93	\$ 3.00	\$ -	\$ 10.95	\$ 166.88
LT275/65R20	BSL	Q E	750714326	\$ 300.82	\$ 1.00	\$ 2.00	\$ 303.82	\$ 3.00	\$ -	\$ 10.95	\$ 317.77
32X11.50R15LT	BSL	Q C	750732326	\$ 147.28	\$ 1.00	\$ 2.00	\$ 150.28	\$ 3.00	\$ -	\$ 10.95	\$ 164.23
38X14.50R17LT	BSL	Q D	750736326	\$ 353.00	\$ 1.00	\$ 2.00	\$ 356.00	\$ 3.00	\$ -	\$ 10.95	\$ 369.95
35X12.50R17LT	BSL	Q C	750740326	\$ 239.51	\$ 1.00	\$ 2.00	\$ 242.51	\$ 3.00	\$ -	\$ 10.95	\$ 256.46
37X12.50R16.5LT	BSL	N D	750796215	\$ 532.59	\$ 1.00	\$ 2.00	\$ 535.59	\$ 3.00	\$ -	\$ 10.95	\$ 549.54
Assurance CS Fuel Max											
235/60R17	VSB	T SL	755032383	\$ 114.93	\$ 1.00	\$ 2.00	\$ 117.93	\$ 3.00	\$ -	\$ 10.95	\$ 131.88
P245/70R17	VSB	T SL	755056383	\$ 114.53	\$ 1.00	\$ 2.00	\$ 117.53	\$ 3.00	\$ -	\$ 10.95	\$ 131.48
P215/70R16	VSB	T SL	755205383	\$ 92.95	\$ 1.00	\$ 2.00	\$ 95.95	\$ 3.00	\$ -	\$ 10.95	\$ 109.90
235/70R16	VSB	T SL	755206383	\$ 101.58	\$ 1.00	\$ 2.00	\$ 104.58	\$ 3.00	\$ -	\$ 10.95	\$ 118.53
245/65R17	VSB	T SL	755228383	\$ 121.51	\$ 1.00	\$ 2.00	\$ 124.51	\$ 3.00	\$ -	\$ 10.95	\$ 138.46
255/70R16	VSB	T SL	755276383	\$ 104.51	\$ 1.00	\$ 2.00	\$ 107.51	\$ 3.00	\$ -	\$ 10.95	\$ 121.46
225/70R16	VSB	T SL	755281383	\$ 94.61	\$ 1.00	\$ 2.00	\$ 97.61	\$ 3.00	\$ -	\$ 10.95	\$ 111.56
265/75R16	VSB	T SL	755292383	\$ 116.12	\$ 1.00	\$ 2.00	\$ 119.12	\$ 3.00	\$ -	\$ 10.95	\$ 133.07
245/75R16	VSB	T SL	755298383	\$ 100.35	\$ 1.00	\$ 2.00	\$ 103.35	\$ 3.00	\$ -	\$ 10.95	\$ 117.30
265/70R16	VSB	T SL	755317383	\$ 110.99	\$ 1.00	\$ 2.00	\$ 113.99	\$ 3.00	\$ -	\$ 10.95	\$ 127.94
265/65R17	VSB	T SL	755338383	\$ 130.96	\$ 1.00	\$ 2.00	\$ 133.96	\$ 3.00	\$ -	\$ 10.95	\$ 147.91
235/55R18	VSB	V SL	755339383	\$ 134.94	\$ 1.00	\$ 2.00	\$ 137.94	\$ 3.00	\$ -	\$ 10.95	\$ 151.89
235/65R18	VSB	T SL	755342383	\$ 130.16	\$ 1.00	\$ 2.00	\$ 133.16	\$ 3.00	\$ -	\$ 10.95	\$ 147.11
265/70R18	VSB	T SL	755352383	\$ 141.32	\$ 1.00	\$ 2.00	\$ 144.32	\$ 3.00	\$ -	\$ 10.95	\$ 158.27
245/60R18	VSB	T SL	755385383	\$ 135.69	\$ 1.00	\$ 2.00	\$ 138.69	\$ 3.00	\$ -	\$ 10.95	\$ 152.64
245/55R19	VSB	T SL	755386383	\$ 154.21	\$ 1.00	\$ 2.00	\$ 157.21	\$ 3.00	\$ -	\$ 10.95	\$ 171.16
P265/70R17	VSB	T SL	755501383	\$ 118.07	\$ 1.00	\$ 2.00	\$ 121.07	\$ 3.00	\$ -	\$ 10.95	\$ 135.02
265/60R18	VSB	H SL	755582383	\$ 145.80	\$ 1.00	\$ 2.00	\$ 148.80	\$ 3.00	\$ -	\$ 10.95	\$ 162.75
P255/70R18	VSB	T SL	755612383	\$ 127.94	\$ 1.00	\$ 2.00	\$ 130.94	\$ 3.00	\$ -	\$ 10.95	\$ 144.89
P235/60R18	VSB	H SL	755625383	\$ 131.62	\$ 1.00	\$ 2.00	\$ 134.62	\$ 3.00	\$ -	\$ 10.95	\$ 148.57
225/55R19	VSB	H SL	755635383	\$ 149.35	\$ 1.00	\$ 2.00	\$ 152.35	\$ 3.00	\$ -	\$ 10.95	\$ 166.30
255/55R18	VSB	H XL	755647383	\$ 150.49	\$ 1.00	\$ 2.00	\$ 153.49	\$ 3.00	\$ -	\$ 10.95	\$ 167.44
P265/65R18	VSB	T SL	755664383	\$ 137.91	\$ 1.00	\$ 2.00	\$ 140.91	\$ 3.00	\$ -	\$ 10.95	\$ 154.86
225/65R17	VSB	H SL	755667383	\$ 110.94	\$ 1.00	\$ 2.00	\$ 113.94	\$ 3.00	\$ -	\$ 10.95	\$ 127.89
245/70R16	VSB	T SL	755762383	\$ 107.69	\$ 1.00	\$ 2.00	\$ 110.69	\$ 3.00	\$ -	\$ 10.95	\$ 124.64
Wrangler Silent Armor											

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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P255/75R17	BSL	T SL	758498188	\$ 149.50	\$ 1.00	\$ 2.00	\$ 152.50	\$ 3.00	\$ -	\$ 10.95	\$ 166.45
P235/75R15	OWL	T XL	758507189	\$ 107.26	\$ 1.00	\$ 2.00	\$ 110.26	\$ 3.00	\$ -	\$ 10.95	\$ 124.21
P275/60R20	OWL	T SL	758649189	\$ 193.48	\$ 1.00	\$ 2.00	\$ 196.48	\$ 3.00	\$ -	\$ 10.95	\$ 210.43
P245/75R17	OWL	T SL	758912189	\$ 139.01	\$ 1.00	\$ 2.00	\$ 142.01	\$ 3.00	\$ -	\$ 10.95	\$ 155.96
Wrangler ST											
P215/75R16	VSB	S SL	773007415	\$ 103.74	\$ 1.00	\$ 2.00	\$ 106.74	\$ 3.00	\$ -	\$ 10.95	\$ 120.69
P225/75R16	VSB	S SL	773017415	\$ 106.42	\$ 1.00	\$ 2.00	\$ 109.42	\$ 3.00	\$ -	\$ 10.95	\$ 123.37
P225/75R16	OWL	S SL	773017431	\$ 111.18	\$ 1.00	\$ 2.00	\$ 114.18	\$ 3.00	\$ -	\$ 10.95	\$ 128.13
P265/70R17	BSL	S SL	773422430	\$ 137.84	\$ 1.00	\$ 2.00	\$ 140.84	\$ 3.00	\$ -	\$ 10.95	\$ 154.79
P265/70R17	OWL	S SL	773422431	\$ 141.91	\$ 1.00	\$ 2.00	\$ 144.91	\$ 3.00	\$ -	\$ 10.95	\$ 158.86
P235/75R16	BSL	S SL	773430430	\$ 107.78	\$ 1.00	\$ 2.00	\$ 110.78	\$ 3.00	\$ -	\$ 10.95	\$ 124.73
P235/75R16	OWL	S SL	773430431	\$ 111.64	\$ 1.00	\$ 2.00	\$ 114.64	\$ 3.00	\$ -	\$ 10.95	\$ 128.59
Goodyear - Medium Truck											
G395 LHS											
11R22.5		LG	138953155	\$ 424.95	\$ 1.00	\$ 10.00	\$ 435.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 499.95
11R24.5		LG	138955155	\$ 458.91	\$ 1.00	\$ 10.00	\$ 469.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 533.91
285/75R24.5		LG	756816155	\$ 458.91	\$ 1.00	\$ 10.00	\$ 469.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 533.91
295/75R22.5		G	756817155	\$ 400.90	\$ 1.00	\$ 10.00	\$ 411.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 475.90
Marathon LHS II											
295/60R22.5	BLT	KH	756617352	\$ 565.81	\$ 1.00	\$ 10.00	\$ 576.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 640.81
Marathon LHS II G325											
295/80R22.5	BLT	MH	756665352	\$ 598.85	\$ 1.00	\$ 10.00	\$ 609.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 673.85
G399A LHS Fuel Max											
11R22.5	BSL	LG	138802596	\$ 413.20	\$ 1.00	\$ 10.00	\$ 424.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.20
11R22.5	BSL	LH	138954596	\$ 421.46	\$ 1.00	\$ 10.00	\$ 432.46	\$ 7.00	\$ 24.00	\$ 33.00	\$ 496.46
11R24.5	BSL	LH	138813596	\$ 446.75	\$ 1.00	\$ 10.00	\$ 457.75	\$ 7.00	\$ 24.00	\$ 33.00	\$ 521.75
11R24.5	BSL	LG	138810596	\$ 437.99	\$ 1.00	\$ 10.00	\$ 448.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 512.99
285/75R24.5	BSL	LG	756604596	\$ 429.23	\$ 1.00	\$ 10.00	\$ 440.23	\$ 7.00	\$ 24.00	\$ 33.00	\$ 504.23
285/75R24.5	BSL	LH	756405596	\$ 437.82	\$ 1.00	\$ 10.00	\$ 448.82	\$ 7.00	\$ 24.00	\$ 33.00	\$ 512.82
295/75R22.5	BSL	LH	756220596	\$ 413.03	\$ 1.00	\$ 10.00	\$ 424.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.03
295/75R22.5	BSL	LG	756817596	\$ 404.94	\$ 1.00	\$ 10.00	\$ 415.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 479.94
Fuel Max LHS											
11R22.5	BSL	LH	138954632	\$ 463.61	\$ 1.00	\$ 10.00	\$ 474.61	\$ 7.00	\$ 24.00	\$ 33.00	\$ 538.61
11R22.5	BSL	LG	138802632	\$ 454.52	\$ 1.00	\$ 10.00	\$ 465.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 529.52

GOODYEAR TIRE AND RUBBER COMPANY
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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295/75R22.5	BSL	LH	756220632	\$ 454.34	\$ 1.00	\$ 10.00	\$ 465.34	\$ 7.00	\$ 24.00	\$ 33.00	\$ 529.34
295/75R22.5	BSL	LG	756817632	\$ 445.43	\$ 1.00	\$ 10.00	\$ 456.43	\$ 7.00	\$ 24.00	\$ 33.00	\$ 520.43
G362											
11R22.5		LG	138802501	\$ 403.27	\$ 1.00	\$ 10.00	\$ 414.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.27
11R24.5		LG	138810501	\$ 435.54	\$ 1.00	\$ 10.00	\$ 446.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 510.54
285/75R24.5		LG	756816501	\$ 435.54	\$ 1.00	\$ 10.00	\$ 446.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 510.54
295/75R22.5		LG	756817501	\$ 403.27	\$ 1.00	\$ 10.00	\$ 414.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.27
G572A LHD Fuel Max											
11R22.5	B01	LH	138954584	\$ 465.68	\$ 1.00	\$ 10.00	\$ 476.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.68
11R22.5	B01	LG	138953584	\$ 465.68	\$ 1.00	\$ 10.00	\$ 476.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.68
11R24.5	B01	LH	138956584	\$ 493.62	\$ 1.00	\$ 10.00	\$ 504.62	\$ 7.00	\$ 24.00	\$ 33.00	\$ 568.62
11R24.5	B01	LG	138955584	\$ 483.94	\$ 1.00	\$ 10.00	\$ 494.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 558.94
285/75R24.5	B01	LG	756604584	\$ 474.27	\$ 1.00	\$ 10.00	\$ 485.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 549.27
295/75R22.5	B01	LG	756603584	\$ 447.42	\$ 1.00	\$ 10.00	\$ 458.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.42
G305AT LHD Fuel Max											
11R22.5		LG	138953357	\$ 452.90	\$ 1.00	\$ 10.00	\$ 463.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 527.90
285/75R24.5		LG	756604357	\$ 470.48	\$ 1.00	\$ 10.00	\$ 481.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 545.48
G392A SSD Dura Fuel Max											
445/50R22.5	B01	LL	756432597	\$ 810.65	\$ 1.00	\$ 10.00	\$ 821.65	\$ 7.00	\$ 24.00	\$ 33.00	\$ 885.65
Fuel Max LHD G505D											
295/75R22.5	BSL	LG	756603685	\$ 492.16	\$ 1.00	\$ 10.00	\$ 503.16	\$ 7.00	\$ 24.00	\$ 33.00	\$ 567.16
G572 1AD Fuel Max											
11R22.5	B01	LG	138953619	\$ 380.17	\$ 1.00	\$ 10.00	\$ 391.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 455.17
295/75R22.5	B01	LG	756817619	\$ 419.84	\$ 1.00	\$ 10.00	\$ 430.84	\$ 7.00	\$ 24.00	\$ 33.00	\$ 494.84
Marathon LHT											
435/50R19.5	BLT	JL	756074413	\$ 683.33	\$ 1.00	\$ 10.00	\$ 694.33	\$ 7.00	\$ 24.00	\$ 33.00	\$ 758.33
Marathon LHT SS											
385/65R22.5	BLT	KL	759441413	\$ 711.18	\$ 1.00	\$ 10.00	\$ 722.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 786.18
G314											
11R22.5		G	138802503	\$ 307.42	\$ 1.00	\$ 10.00	\$ 318.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 382.42
11R24.5		G	138810503	\$ 332.00	\$ 1.00	\$ 10.00	\$ 343.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 407.00
285/75R24.5		G	756816503	\$ 332.00	\$ 1.00	\$ 10.00	\$ 343.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 407.00
295/75R22.5		G	756817503	\$ 307.42	\$ 1.00	\$ 10.00	\$ 318.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 382.42

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
G316 LHT Fuel Max											
11R22.5		G	138953263	\$ 343.03	\$ 1.00	\$ 10.00	\$ 354.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 418.03
11R24.5		G	138801263	\$ 363.61	\$ 1.00	\$ 10.00	\$ 374.61	\$ 7.00	\$ 24.00	\$ 33.00	\$ 438.61
255/70R22.5		MH	756067263	\$ 337.78	\$ 1.00	\$ 10.00	\$ 348.78	\$ 7.00	\$ 24.00	\$ 33.00	\$ 412.78
275/70R22.5		LJ	756158263	\$ 358.83	\$ 1.00	\$ 10.00	\$ 369.83	\$ 7.00	\$ 24.00	\$ 33.00	\$ 433.83
285/75R24.5		G	756604263	\$ 356.34	\$ 1.00	\$ 10.00	\$ 367.34	\$ 7.00	\$ 24.00	\$ 33.00	\$ 431.34
295/75R22.5		G	756817263	\$ 336.17	\$ 1.00	\$ 10.00	\$ 347.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 411.17
G316 Fuel Max Duraseal											
11R22.5		G	138802364	\$ 379.96	\$ 1.00	\$ 10.00	\$ 390.96	\$ 7.00	\$ 24.00	\$ 33.00	\$ 454.96
295/75R22.5		G	756817364	\$ 372.36	\$ 1.00	\$ 10.00	\$ 383.36	\$ 7.00	\$ 24.00	\$ 33.00	\$ 447.36
G394 SST Duraseal Fuel Max											
445/50R22.5		ML	759434455	\$ 685.66	\$ 1.00	\$ 10.00	\$ 696.66	\$ 7.00	\$ 24.00	\$ 33.00	\$ 760.66
G159A											
265/70R19.5		LG	756921903	\$ 357.30	\$ 1.00	\$ 10.00	\$ 368.30	\$ 7.00	\$ 24.00	\$ 33.00	\$ 432.30
G291											
315/80R22.5		L	756256420	\$ 666.86	\$ 1.00	\$ 10.00	\$ 677.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 741.86
315/80R22.5		LJ	756254420	\$ 692.38	\$ 1.00	\$ 10.00	\$ 703.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 767.38
Regional RHS											
205/75R17.5	BSW	LF	139210133	\$ 303.85	\$ 1.00	\$ 10.00	\$ 314.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 378.85
G661 HSA											
10R22.5	B01	G	138948337	\$ 373.94	\$ 1.00	\$ 10.00	\$ 384.94	\$ 7.00	\$ 24.00	\$ 33.00	\$ 448.94
11R22.5	B01	LH	138179337	\$ 405.77	\$ 1.00	\$ 10.00	\$ 416.77	\$ 7.00	\$ 24.00	\$ 33.00	\$ 480.77
11R22.5	B01	LG	138953337	\$ 397.81	\$ 1.00	\$ 10.00	\$ 408.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 472.81
11R24.5	B01	H	138941337	\$ 430.11	\$ 1.00	\$ 10.00	\$ 441.11	\$ 7.00	\$ 24.00	\$ 33.00	\$ 505.11
11R24.5	B01	G	138801337	\$ 421.68	\$ 1.00	\$ 10.00	\$ 432.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 496.68
12R22.5	B01	LH	138577337	\$ 457.48	\$ 1.00	\$ 10.00	\$ 468.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 532.48
245/75R22.5	B01	LG	756168337	\$ 330.18	\$ 1.00	\$ 10.00	\$ 341.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 405.18
255/70R22.5	B01	MH	756165337	\$ 350.07	\$ 1.00	\$ 10.00	\$ 361.07	\$ 7.00	\$ 24.00	\$ 33.00	\$ 425.07
265/75R22.5	B01	LG	756125337	\$ 362.00	\$ 1.00	\$ 10.00	\$ 373.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 437.00
275/70R22.5	B01	LJ	756184337	\$ 365.98	\$ 1.00	\$ 10.00	\$ 376.98	\$ 7.00	\$ 24.00	\$ 33.00	\$ 440.98
285/75R24.5	B01	LG	756604337	\$ 413.24	\$ 1.00	\$ 10.00	\$ 424.24	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.24
295/75R22.5	B01	LG	756817337	\$ 389.85	\$ 1.00	\$ 10.00	\$ 400.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 464.85
G662 RSA Fuel Max											
11R22.5	B01	LH	138179308	\$ 408.50	\$ 1.00	\$ 10.00	\$ 419.50	\$ 7.00	\$ 24.00	\$ 33.00	\$ 483.50

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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11R22.5	B01	LG	138953308	\$ 400.49	\$ 1.00	\$ 10.00	\$ 411.49	\$ 7.00	\$ 24.00	\$ 33.00	\$ 475.49
11R24.5	B01	LH	138956308	\$ 424.52	\$ 1.00	\$ 10.00	\$ 435.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 499.52
295/75R22.5	B01	LG	756817308	\$ 396.48	\$ 1.00	\$ 10.00	\$ 407.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 471.48
Regional RHS II G129											
285/70R19.5	BLT	LH	756140297	\$ 574.53	\$ 1.00	\$ 10.00	\$ 585.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 649.53
305/70R19.5	BLT	MJ	756143297	\$ 465.99	\$ 1.00	\$ 10.00	\$ 476.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 540.99
G182 RSD											
11R22.5		LH	138803185	\$ 430.86	\$ 1.00	\$ 10.00	\$ 441.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 505.86
11R22.5		LG	138802111	\$ 422.42	\$ 1.00	\$ 10.00	\$ 433.42	\$ 7.00	\$ 24.00	\$ 33.00	\$ 497.42
11R24.5		LH	138941185	\$ 456.71	\$ 1.00	\$ 10.00	\$ 467.71	\$ 7.00	\$ 24.00	\$ 33.00	\$ 531.71
11R24.5		LG	138801185	\$ 447.76	\$ 1.00	\$ 10.00	\$ 458.76	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.76
12R22.5		H	138302669	\$ 485.78	\$ 1.00	\$ 10.00	\$ 496.78	\$ 7.00	\$ 24.00	\$ 33.00	\$ 560.78
295/75R22.5		LG	756817111	\$ 413.97	\$ 1.00	\$ 10.00	\$ 424.97	\$ 7.00	\$ 24.00	\$ 33.00	\$ 488.97
G622 RSD											
10R22.5		G	138948265	\$ 381.64	\$ 1.00	\$ 10.00	\$ 392.64	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.64
11R22.5		H	138307265	\$ 411.14	\$ 1.00	\$ 10.00	\$ 422.14	\$ 7.00	\$ 24.00	\$ 33.00	\$ 486.14
11R22.5		LG	138953265	\$ 403.08	\$ 1.00	\$ 10.00	\$ 414.08	\$ 7.00	\$ 24.00	\$ 33.00	\$ 478.08
11R24.5		G	138801265	\$ 427.26	\$ 1.00	\$ 10.00	\$ 438.26	\$ 7.00	\$ 24.00	\$ 33.00	\$ 502.26
12R22.5		H	138302265	\$ 478.54	\$ 1.00	\$ 10.00	\$ 489.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 553.54
245/75R22.5		G	756319265	\$ 342.62	\$ 1.00	\$ 10.00	\$ 353.62	\$ 7.00	\$ 24.00	\$ 33.00	\$ 417.62
255/70R22.5		MH	756203265	\$ 350.68	\$ 1.00	\$ 10.00	\$ 361.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 425.68
265/75R22.5		G	756527265	\$ 398.97	\$ 1.00	\$ 10.00	\$ 409.97	\$ 7.00	\$ 24.00	\$ 33.00	\$ 473.97
295/75R22.5		G	756938265	\$ 395.02	\$ 1.00	\$ 10.00	\$ 406.02	\$ 7.00	\$ 24.00	\$ 33.00	\$ 470.02
Regional RHD II G137											
11R22.5	BLT	LH	138161295	\$ 517.37	\$ 1.00	\$ 10.00	\$ 528.37	\$ 7.00	\$ 24.00	\$ 33.00	\$ 592.37
Regional RHD II HCT											
315/80R22.5	BLT	LJ	756518295	\$ 687.52	\$ 1.00	\$ 10.00	\$ 698.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 762.52
G114											
10R17.5		H	135349002	\$ 347.25	\$ 1.00	\$ 10.00	\$ 358.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 422.25
215/75R17.5		LH	756246567	\$ 340.25	\$ 1.00	\$ 10.00	\$ 351.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 415.25
G619 RST											
11R22.5	B01	LG	138953389	\$ 372.85	\$ 1.00	\$ 10.00	\$ 383.85	\$ 7.00	\$ 24.00	\$ 33.00	\$ 447.85
11R24.5		LG	138955389	\$ 395.22	\$ 1.00	\$ 10.00	\$ 406.22	\$ 7.00	\$ 24.00	\$ 33.00	\$ 470.22
285/75R24.5	B01	LG	756604389	\$ 397.58	\$ 1.00	\$ 10.00	\$ 408.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 472.58
295/75R22.5	B01	LG	756817389	\$ 365.54	\$ 1.00	\$ 10.00	\$ 376.54	\$ 7.00	\$ 24.00	\$ 33.00	\$ 440.54

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
G287 MSA											
11.00R20		H	138382667	\$ 490.43	\$ 1.00	\$ 10.00	\$ 501.43	\$ 7.00	\$ 24.00	\$ 33.00	\$ 565.43
G288 MSA											
12.00R24		J	138655715	\$ 570.69	\$ 1.00	\$ 10.00	\$ 581.69	\$ 7.00	\$ 24.00	\$ 33.00	\$ 645.69
G288 MSA Duraseal											
11R24.5		H	138473258	\$ 542.99	\$ 1.00	\$ 10.00	\$ 553.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 617.99
G289 WHA											
315/80R22.5	HBW	L	756141613	\$ 648.29	\$ 1.00	\$ 10.00	\$ 659.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 723.29
G289 WHA Duraseal											
315/80R22.5	HBW	KL	756141614	\$ 705.53	\$ 1.00	\$ 10.00	\$ 716.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 780.53
G296 MSA											
385/65R22.5	SBL	KJ	756315365	\$ 604.81	\$ 1.00	\$ 10.00	\$ 615.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 679.81
425/65R22.5	SBL	KL	756160365	\$ 672.01	\$ 1.00	\$ 10.00	\$ 683.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 747.01
445/65R22.5	SBL	KL	756314365	\$ 719.05	\$ 1.00	\$ 10.00	\$ 730.05	\$ 7.00	\$ 24.00	\$ 33.00	\$ 794.05
G296 MSA Duraseal											
425/65R22.5	SBL	KL	756160366	\$ 721.27	\$ 1.00	\$ 10.00	\$ 732.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 796.27
G296 WHA											
425/65R22.5	HBW	KL	756160367	\$ 706.13	\$ 1.00	\$ 10.00	\$ 717.13	\$ 7.00	\$ 24.00	\$ 33.00	\$ 781.13
G296 WHA Duraseal											
425/65R22.5	HBW	KL	756160369	\$ 756.13	\$ 1.00	\$ 10.00	\$ 767.13	\$ 7.00	\$ 24.00	\$ 33.00	\$ 831.13
G751 MSA											
11R22.5	BSL	KH	138799576	\$ 498.20	\$ 1.00	\$ 10.00	\$ 509.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 573.20
11R24.5	BSL	KH	138798576	\$ 528.09	\$ 1.00	\$ 10.00	\$ 539.09	\$ 7.00	\$ 24.00	\$ 33.00	\$ 603.09
12R22.5	BSL	KH	138127576	\$ 577.91	\$ 1.00	\$ 10.00	\$ 588.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 652.91
12R24.5	BSL	KH	138869576	\$ 587.88	\$ 1.00	\$ 10.00	\$ 598.88	\$ 7.00	\$ 24.00	\$ 33.00	\$ 662.88
315/80R22.5	BSL	KL	756146576	\$ 647.66	\$ 1.00	\$ 10.00	\$ 658.66	\$ 7.00	\$ 24.00	\$ 33.00	\$ 722.66
G751 MSA Duraseal											
11R22.5	BSL	KH	138799577	\$ 543.04	\$ 1.00	\$ 10.00	\$ 554.04	\$ 7.00	\$ 24.00	\$ 33.00	\$ 618.04
315/80R22.5	BSL	KL	756146577	\$ 707.44	\$ 1.00	\$ 10.00	\$ 718.44	\$ 7.00	\$ 24.00	\$ 33.00	\$ 782.44
G731 MSA											
11R22.5	BSL	KH	138799578	\$ 498.20	\$ 1.00	\$ 10.00	\$ 509.20	\$ 7.00	\$ 24.00	\$ 33.00	\$ 573.20
11R24.5	BSL	KH	138798578	\$ 527.72	\$ 1.00	\$ 10.00	\$ 538.72	\$ 7.00	\$ 24.00	\$ 33.00	\$ 602.72
12R22.5	BSL	KH	138127578	\$ 577.91	\$ 1.00	\$ 10.00	\$ 588.91	\$ 7.00	\$ 24.00	\$ 33.00	\$ 652.91

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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255/70R22.5	BSL	KH	756685578	\$ 428.45	\$ 1.00	\$ 10.00	\$ 439.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 503.45
275/70R22.5	BSL	KH	756135578	\$ 453.36	\$ 1.00	\$ 10.00	\$ 464.36	\$ 7.00	\$ 24.00	\$ 33.00	\$ 528.36
G731 MSA Duraseal											
11R22.5	BSL	KH	138799579	\$ 543.04	\$ 1.00	\$ 10.00	\$ 554.04	\$ 7.00	\$ 24.00	\$ 33.00	\$ 618.04
G177											
11.00R20		KH	138382231	\$ 540.53	\$ 1.00	\$ 10.00	\$ 551.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 615.53
11R22.5		KH	138803230	\$ 491.76	\$ 1.00	\$ 10.00	\$ 502.76	\$ 7.00	\$ 24.00	\$ 33.00	\$ 566.76
11R24.5		H	138813230	\$ 521.26	\$ 1.00	\$ 10.00	\$ 532.26	\$ 7.00	\$ 24.00	\$ 33.00	\$ 596.26
12.00R24		FJ	138391231	\$ 644.25	\$ 1.00	\$ 10.00	\$ 655.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 719.25
12R22.5		H	138864230	\$ 565.52	\$ 1.00	\$ 10.00	\$ 576.52	\$ 7.00	\$ 24.00	\$ 33.00	\$ 640.52
12R24.5		H	138869230	\$ 583.81	\$ 1.00	\$ 10.00	\$ 594.81	\$ 7.00	\$ 24.00	\$ 33.00	\$ 658.81
G177 Duraseal											
11R22.5		KH	138799259	\$ 538.12	\$ 1.00	\$ 10.00	\$ 549.12	\$ 7.00	\$ 24.00	\$ 33.00	\$ 613.12
11R24.5		H	138473259	\$ 570.41	\$ 1.00	\$ 10.00	\$ 581.41	\$ 7.00	\$ 24.00	\$ 33.00	\$ 645.41
G282 MSD											
11R22.5		H	138307668	\$ 447.59	\$ 1.00	\$ 10.00	\$ 458.59	\$ 7.00	\$ 24.00	\$ 33.00	\$ 522.59
11R24.5		H	138308668	\$ 474.45	\$ 1.00	\$ 10.00	\$ 485.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 549.45
12R22.5		H	138302668	\$ 514.73	\$ 1.00	\$ 10.00	\$ 525.73	\$ 7.00	\$ 24.00	\$ 33.00	\$ 589.73
G278 MSD											
385/65R22.5		KJ	756513422	\$ 715.12	\$ 1.00	\$ 10.00	\$ 726.12	\$ 7.00	\$ 24.00	\$ 33.00	\$ 790.12
425/65R22.5		KL	756514422	\$ 794.58	\$ 1.00	\$ 10.00	\$ 805.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 869.58
445/65R22.5		KL	756515422	\$ 866.09	\$ 1.00	\$ 10.00	\$ 877.09	\$ 7.00	\$ 24.00	\$ 33.00	\$ 941.09
G741 MSD											
11R22.5	BSL	KH	138799528	\$ 509.53	\$ 1.00	\$ 10.00	\$ 520.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 584.53
11R24.5		KH	138798528	\$ 542.05	\$ 1.00	\$ 10.00	\$ 553.05	\$ 7.00	\$ 24.00	\$ 33.00	\$ 617.05
G670 RV MRT											
245/75R22.5		G	756306050	\$ 462.03	\$ 1.00	\$ 10.00	\$ 473.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 537.03
255/70R22.5		H	756780050	\$ 450.38	\$ 1.00	\$ 10.00	\$ 461.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 525.38
265/75R22.5		G	756305050	\$ 479.90	\$ 1.00	\$ 10.00	\$ 490.90	\$ 7.00	\$ 24.00	\$ 33.00	\$ 554.90
275/70R22.5		LH	756919050	\$ 487.86	\$ 1.00	\$ 10.00	\$ 498.86	\$ 7.00	\$ 24.00	\$ 33.00	\$ 562.86
275/80R22.5		LH	756967050	\$ 539.31	\$ 1.00	\$ 10.00	\$ 550.31	\$ 7.00	\$ 24.00	\$ 33.00	\$ 614.31
295/80R22.5	BLT	LH	756060050	\$ 516.45	\$ 1.00	\$ 10.00	\$ 527.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 591.45
315/80R22.5		L	756141050	\$ 684.56	\$ 1.00	\$ 10.00	\$ 695.56	\$ 7.00	\$ 24.00	\$ 33.00	\$ 759.56
SP348 ULT											

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/70R19.5		LG	271124002	\$ 240.17	\$ 1.00	\$ 10.00	\$ 251.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 315.17
245/70R19.5		LG	271124003	\$ 254.58	\$ 1.00	\$ 10.00	\$ 265.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 329.58
SP461											
225/70R19.5		LG	271127053	\$ 258.65	\$ 1.00	\$ 10.00	\$ 269.65	\$ 7.00	\$ 24.00	\$ 33.00	\$ 333.65
245/70R19.5		G	271127093	\$ 274.17	\$ 1.00	\$ 10.00	\$ 285.17	\$ 7.00	\$ 24.00	\$ 33.00	\$ 349.17
SP384 FM											
11R22.5		LH	271102502	\$ 360.32	\$ 1.00	\$ 10.00	\$ 371.32	\$ 7.00	\$ 24.00	\$ 33.00	\$ 435.32
11R22.5		LG	271102501	\$ 353.25	\$ 1.00	\$ 10.00	\$ 364.25	\$ 7.00	\$ 24.00	\$ 33.00	\$ 428.25
11R24.5		LH	271102504	\$ 381.93	\$ 1.00	\$ 10.00	\$ 392.93	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.93
11R24.5		LG	271102503	\$ 374.45	\$ 1.00	\$ 10.00	\$ 385.45	\$ 7.00	\$ 24.00	\$ 33.00	\$ 449.45
285/75R24.5		LG	271102505	\$ 366.95	\$ 1.00	\$ 10.00	\$ 377.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.95
295/75R22.5		LH	271102506	\$ 353.11	\$ 1.00	\$ 10.00	\$ 364.11	\$ 7.00	\$ 24.00	\$ 33.00	\$ 428.11
295/75R22.5		LG	271102500	\$ 346.19	\$ 1.00	\$ 10.00	\$ 357.19	\$ 7.00	\$ 24.00	\$ 33.00	\$ 421.19
SP456 FM											
11R22.5		LG	271139502	\$ 373.68	\$ 1.00	\$ 10.00	\$ 384.68	\$ 7.00	\$ 24.00	\$ 33.00	\$ 448.68
285/75R24.5		LG	271139501	\$ 388.18	\$ 1.00	\$ 10.00	\$ 399.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 463.18
295/75R22.5		LG	271139500	\$ 366.21	\$ 1.00	\$ 10.00	\$ 377.21	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.21
SP464											
11R22.5		LH	271127100	\$ 367.53	\$ 1.00	\$ 10.00	\$ 378.53	\$ 7.00	\$ 24.00	\$ 33.00	\$ 442.53
11R24.5		LH	271127101	\$ 389.59	\$ 1.00	\$ 10.00	\$ 400.59	\$ 7.00	\$ 24.00	\$ 33.00	\$ 464.59
285/75R24.5		LG	271127106	\$ 381.79	\$ 1.00	\$ 10.00	\$ 392.79	\$ 7.00	\$ 24.00	\$ 33.00	\$ 456.79
295/75R22.5		LG	271127104	\$ 360.18	\$ 1.00	\$ 10.00	\$ 371.18	\$ 7.00	\$ 24.00	\$ 33.00	\$ 435.18
SP193 FM											
11R22.5		LG	271139073	\$ 303.79	\$ 1.00	\$ 10.00	\$ 314.79	\$ 7.00	\$ 24.00	\$ 33.00	\$ 378.79
11R24.5		LG	271139076	\$ 322.01	\$ 1.00	\$ 10.00	\$ 333.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 397.01
285/75R24.5		LG	271139090	\$ 315.57	\$ 1.00	\$ 10.00	\$ 326.57	\$ 7.00	\$ 24.00	\$ 33.00	\$ 390.57
295/75R22.5		LG	271139095	\$ 297.71	\$ 1.00	\$ 10.00	\$ 308.71	\$ 7.00	\$ 24.00	\$ 33.00	\$ 372.71
SP160											
11R22.5		LH	271108673	\$ 291.01	\$ 1.00	\$ 10.00	\$ 302.01	\$ 7.00	\$ 24.00	\$ 33.00	\$ 366.01
11R24.5		LH	271108676	\$ 308.48	\$ 1.00	\$ 10.00	\$ 319.48	\$ 7.00	\$ 24.00	\$ 33.00	\$ 383.48
255/70R22.5		MH	271128871	\$ 270.64	\$ 1.00	\$ 10.00	\$ 281.64	\$ 7.00	\$ 24.00	\$ 33.00	\$ 345.64
285/75R24.5		LG	271108790	\$ 302.31	\$ 1.00	\$ 10.00	\$ 313.31	\$ 7.00	\$ 24.00	\$ 33.00	\$ 377.31
295/75R22.5		LG	271108795	\$ 285.19	\$ 1.00	\$ 10.00	\$ 296.19	\$ 7.00	\$ 24.00	\$ 33.00	\$ 360.19
SP345											
315/80R22.5		L	271113472	\$ 489.00	\$ 1.00	\$ 10.00	\$ 500.00	\$ 7.00	\$ 24.00	\$ 33.00	\$ 564.00

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
SP348											
10R22.5		LG	271124004	\$ 325.44	\$ 1.00	\$ 10.00	\$ 336.44	\$ 7.00	\$ 24.00	\$ 33.00	\$ 400.44
11R22.5		LH	271124000	\$ 346.21	\$ 1.00	\$ 10.00	\$ 357.21	\$ 7.00	\$ 24.00	\$ 33.00	\$ 421.21
11R24.5		LH	271124001	\$ 366.99	\$ 1.00	\$ 10.00	\$ 377.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 441.99
12R22.5		LH	271124006	\$ 398.15	\$ 1.00	\$ 10.00	\$ 409.15	\$ 7.00	\$ 24.00	\$ 33.00	\$ 473.15
255/70R22.5		MH	271124005	\$ 315.38	\$ 1.00	\$ 10.00	\$ 326.38	\$ 7.00	\$ 24.00	\$ 33.00	\$ 390.38
285/75R24.5		LG	271124007	\$ 357.87	\$ 1.00	\$ 10.00	\$ 368.87	\$ 7.00	\$ 24.00	\$ 33.00	\$ 432.87
295/75R22.5		LG	271124008	\$ 339.29	\$ 1.00	\$ 10.00	\$ 350.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 414.29
SP431A											
11R22.5		H	271127773	\$ 347.99	\$ 1.00	\$ 10.00	\$ 358.99	\$ 7.00	\$ 24.00	\$ 33.00	\$ 422.99
11R24.5		LH	271127776	\$ 368.87	\$ 1.00	\$ 10.00	\$ 379.87	\$ 7.00	\$ 24.00	\$ 33.00	\$ 443.87
295/75R22.5		LG	271128195	\$ 341.03	\$ 1.00	\$ 10.00	\$ 352.03	\$ 7.00	\$ 24.00	\$ 33.00	\$ 416.03
SP581											
11R22.5		KH	271110973	\$ 393.29	\$ 1.00	\$ 10.00	\$ 404.29	\$ 7.00	\$ 24.00	\$ 33.00	\$ 468.29
11R24.5		KH	271110972	\$ 416.88	\$ 1.00	\$ 10.00	\$ 427.88	\$ 7.00	\$ 24.00	\$ 33.00	\$ 491.88
SP831											
255/70R22.5		KH	271122771	\$ 358.89	\$ 1.00	\$ 10.00	\$ 369.89	\$ 7.00	\$ 24.00	\$ 33.00	\$ 433.89
SP832											
11R22.5		KH	271122573	\$ 368.72	\$ 1.00	\$ 10.00	\$ 379.72	\$ 7.00	\$ 24.00	\$ 33.00	\$ 443.72
11R24.5		KH	271122576	\$ 390.84	\$ 1.00	\$ 10.00	\$ 401.84	\$ 7.00	\$ 24.00	\$ 33.00	\$ 465.84
SP932											
11R22.5		JH	271122673	\$ 405.58	\$ 1.00	\$ 10.00	\$ 416.58	\$ 7.00	\$ 24.00	\$ 33.00	\$ 480.58
11R24.5		JH	271122676	\$ 429.92	\$ 1.00	\$ 10.00	\$ 440.92	\$ 7.00	\$ 24.00	\$ 33.00	\$ 504.92
SP281											
425/65R22.5		KL	271131486	\$ 590.27	\$ 1.00	\$ 10.00	\$ 601.27	\$ 7.00	\$ 24.00	\$ 33.00	\$ 665.27
SP881											
11R24.5		LH	271131278	\$ 492.10	\$ 1.00	\$ 10.00	\$ 503.10	\$ 7.00	\$ 24.00	\$ 33.00	\$ 567.10
SP231A											
385/65R22.5		KJ	271131183	\$ 527.95	\$ 1.00	\$ 10.00	\$ 538.95	\$ 7.00	\$ 24.00	\$ 33.00	\$ 602.95
Goodyear - Off the Road Tires											
TIRE VALVE, TIRE MOUNT AND TIRE BALANCE PRICING NOT LISTED AS IT VARIES BY SIZE, DEALER, ETC.											
12.00-20(TGB)											
12.00-20ML		H	123340184	\$ 846.29	\$ 1.00	\$ 50.00	\$ 897.29	\$ -	\$ -	\$ -	\$ 897.29
12.00-20NHS		28	123251842	\$ 1,209.63	\$ 1.00	\$ 50.00	\$ 1,260.63	\$ -	\$ -	\$ -	\$ 1,260.63

GOODYEAR TIRE AND RUBBER COMPANY
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
12.00-20NHS		20	123342842	\$ 993.46	\$ 1.00	\$ 50.00	\$ 1,044.46	\$ -	\$ -	\$ -	\$ 1,044.46
12.00-24(TGB)											
12.00-24NHS		16	123364842	\$ 1,103.85	\$ 1.00	\$ 50.00	\$ 1,154.85	\$ -	\$ -	\$ -	\$ 1,154.85
14.00-20(TGB)											
14.00-20NHS			123256111	\$ 1,940.93	\$ 1.00	\$ 50.00	\$ 1,991.93	\$ -	\$ -	\$ -	\$ 1,991.93
14.00-20NHS			123250111	\$ 1,458.00	\$ 1.00	\$ 50.00	\$ 1,509.00	\$ -	\$ -	\$ -	\$ 1,509.00
14.00-20NHS		24	123428645	\$ 1,462.59	\$ 1.00	\$ 50.00	\$ 1,513.59	\$ -	\$ -	\$ -	\$ 1,513.59
14.00-20NHS			123252842	\$ 1,522.39	\$ 1.00	\$ 50.00	\$ 1,573.39	\$ -	\$ -	\$ -	\$ 1,573.39
14.00-24(TGB)											
14.00-24NHS		28	123003006	\$ 1,660.37	\$ 1.00	\$ 50.00	\$ 1,711.37	\$ -	\$ -	\$ -	\$ 1,711.37
14.00-24NHS		28	123448842	\$ 1,899.54	\$ 1.00	\$ 50.00	\$ 1,950.54	\$ -	\$ -	\$ -	\$ 1,950.54
14.00-24NHS		24	123447645	\$ 1,549.98	\$ 1.00	\$ 50.00	\$ 1,600.98	\$ -	\$ -	\$ -	\$ 1,600.98
14.00-24NHS		28	123448645	\$ 1,660.37	\$ 1.00	\$ 50.00	\$ 1,711.37	\$ -	\$ -	\$ -	\$ 1,711.37
1400-24			123446133	\$ 2,337.65	\$ 1.00	\$ 50.00	\$ 2,388.65	\$ -	\$ -	\$ -	\$ 2,388.65
14.00R24(TGR)											
14.00R24			152714470	\$ 2,954.56	\$ 1.00	\$ 50.00	\$ 3,005.56	\$ -	\$ -	\$ -	\$ 3,005.56
14.00R24NHS		3X	152714291	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
14.00R24TG		1X	152712409	\$ 1,281.51	\$ 1.00	\$ 50.00	\$ 1,332.51	\$ -	\$ -	\$ -	\$ 1,332.51
14.00R25(TGR)											
14.00R25NHS		3X	152711536	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
14.00R25NHS		3X	152711292	\$ 2,209.06	\$ 1.00	\$ 50.00	\$ 2,260.06	\$ -	\$ -	\$ -	\$ 2,260.06
12.00R20(TGR)											
12.00R20NHS			152117078	\$ 2,187.99	\$ 1.00	\$ 50.00	\$ 2,238.99	\$ -	\$ -	\$ -	\$ 2,238.99
12.00R20NHS			152117476	\$ 2,118.63	\$ 1.00	\$ 50.00	\$ 2,169.63	\$ -	\$ -	\$ -	\$ 2,169.63
12.00R20NHS		3X	152117124	\$ 2,118.63	\$ 1.00	\$ 50.00	\$ 2,169.63	\$ -	\$ -	\$ -	\$ 2,169.63
17.5-25(A3AB)											
17.5-25			123897463	\$ 699.47	\$ 1.00	\$ 50.00	\$ 750.47	\$ -	\$ -	\$ -	\$ 750.47
17.5-25		20	123877614	\$ 2,600.12	\$ 1.00	\$ 50.00	\$ 2,651.12	\$ -	\$ -	\$ -	\$ 2,651.12
17.5-25		16	123876458	\$ 775.27	\$ 1.00	\$ 50.00	\$ 826.27	\$ -	\$ -	\$ -	\$ 826.27
17.5-25		20	123877458	\$ 851.08	\$ 1.00	\$ 50.00	\$ 902.08	\$ -	\$ -	\$ -	\$ 902.08
17.5-25		20	123877323	\$ 1,920.34	\$ 1.00	\$ 50.00	\$ 1,971.34	\$ -	\$ -	\$ -	\$ 1,971.34
15.5-25(A3AR)											
15.5R25		1X	152888070	\$ 1,302.18	\$ 1.00	\$ 50.00	\$ 1,353.18	\$ -	\$ -	\$ -	\$ 1,353.18
17.5-R25(A3AR)											

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17.5R25			152523252	\$ 1,784.13	\$ 1.00	\$ 50.00	\$ 1,835.13	\$ -	\$ -	\$ -	\$ 1,835.13
17.5R25		3X	152127146	\$ 3,253.42	\$ 1.00	\$ 50.00	\$ 3,304.42	\$ -	\$ -	\$ -	\$ 3,304.42
16.00-24(A21B)											
16.00-24TG		12	125493261	\$ 1,350.27	\$ 1.00	\$ 50.00	\$ 1,401.27	\$ -	\$ -	\$ -	\$ 1,401.27
18.00-25(A21B)											
18.00-25		16	133534596	\$ 1,772.23	\$ 1.00	\$ 50.00	\$ 1,823.23	\$ -	\$ -	\$ -	\$ 1,823.23
18.00-25		40	133540487	\$ 3,388.31	\$ 1.00	\$ 50.00	\$ 3,439.31	\$ -	\$ -	\$ -	\$ 3,439.31
18.00-25		40	133540141	\$ 4,247.59	\$ 1.00	\$ 50.00	\$ 4,298.59	\$ -	\$ -	\$ -	\$ 4,298.59
18.00-33(A21B)											
18.00-33		36	133561487	\$ 3,772.99	\$ 1.00	\$ 50.00	\$ 3,823.99	\$ -	\$ -	\$ -	\$ 3,823.99
23.5-25(A21B)											
23.5-25		20	133909563	\$ 3,384.06	\$ 1.00	\$ 50.00	\$ 3,435.06	\$ -	\$ -	\$ -	\$ 3,435.06
16.00R25(A21R)											
16.00R25		A5 3X	155025491	\$ 2,958.44	\$ 1.00	\$ 50.00	\$ 3,009.44	\$ -	\$ -	\$ -	\$ 3,009.44
16.00R25			155023260	\$ 3,014.94	\$ 1.00	\$ 50.00	\$ 3,065.94	\$ -	\$ -	\$ -	\$ 3,065.94
16.00R25			155426007	\$ 2,882.63	\$ 1.00	\$ 50.00	\$ 2,933.63	\$ -	\$ -	\$ -	\$ 2,933.63
18.00R25(A21R)											
18.00R25		3X	153883143	\$ 4,826.05	\$ 1.00	\$ 50.00	\$ 4,877.05	\$ -	\$ -	\$ -	\$ 4,877.05
18.00R25		3X	153883424	\$ 3,491.82	\$ 1.00	\$ 50.00	\$ 3,542.82	\$ -	\$ -	\$ -	\$ 3,542.82
18.00R25			153883421	\$ 4,633.57	\$ 1.00	\$ 50.00	\$ 4,684.57	\$ -	\$ -	\$ -	\$ 4,684.57
18.00R25			153883455	\$ 4,358.61	\$ 1.00	\$ 50.00	\$ 4,409.61	\$ -	\$ -	\$ -	\$ 4,409.61
18.00R33(A21R)											
18.00R33		3X	153033010	\$ 4,650.94	\$ 1.00	\$ 50.00	\$ 4,701.94	\$ -	\$ -	\$ -	\$ 4,701.94
18.00R33			153451046	\$ 5,912.74	\$ 1.00	\$ 50.00	\$ 5,963.74	\$ -	\$ -	\$ -	\$ 5,963.74
20.5R25(A21R)											
20.5R25		A2 1X	155903375	\$ 2,288.82	\$ 1.00	\$ 50.00	\$ 2,339.82	\$ -	\$ -	\$ -	\$ 2,339.82

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
LIBERTY TIRE & RUBBER, INC.	4201 S. State Rd. 7	Ft. Lauderdale	FL	33314	(954) 792-7799	X	X	X	X	X	DAVID SHAMBLIN
TIRE KINGDOM, INC.	5317 Powerline Road	Ft. Lauderdale	FL	33309	(954) 491-3810	X	X				ROB COOK
TIRE HUT, INC.	1250 W SUNRISE BLVD	FORT LAUDERDALE	FL	33311	(954) 462-7780	X	X				
TIRE CENTERS, LLC	2801 S. ANDREWS AVENUE	FORT LAUDERDALE	FL	00003-3316	(954) 764-1006	X	X	X	X	X	
Tire Kingdom, Inc.	2401 Stirling Rd	Fort Lauderdale	FL	33312-6520	(954) 964-9051	X	X				
EARL W. COLVARD, INC.	7051 ALICO RD	FORT MYERS	FL	33912	(239) 267-4701	X	X	X	X	X	
DAN CALLAGHAN ENTERPRISES, INC.	2203 Alicia St.	Ft. Myers	FL	33901	(239) 334-0105	X	X	X	X	X	MIKE JACKWAY
TIRE CENTERS, LLC 466	2640 Evans Ave.	Ft. Myers	FL	00003-3903	(239) 334-7100	X	X	X	X	X	LANCE WARD
TIRE KINGDOM, INC.	14650 South Tamiami Trail	Ft. Myers	FL	33912	(239) 481-9900	X	X				ROB COOK
TIRE KINGDOM, INC.	4608 S. Cleveland Ave	Ft. Myers	FL	33907	(239) 275-0200	X	X				ROB COOK
ST. LUCIE BATTERY & TIRE COMPANY	5500 Orange Ave.	Ft. Pierce	FL	34947	(772) 461-1746	X	X	X	X	X	DOUG MILLER
TIRE KINGDOM, INC.	2903 South U.S. Highway 1	Ft. Pierce	FL	34982	(772) 465-6770	X	X				ROB COOK
Clyde's Tire and Brake	3543 SW Archer Rd	Gainesville	FL	32608-2410	(352) 376-1222	X	X				
DALE'S TIRE, INC.	2928 NE 21st Way	Gainesville	FL	32609	(352) 377-0492		X	X			TOM
TIRE KINGDOM, INC.	3950 Newberry Road	Gainesville	FL	32607	(352) 371-1771	X	X				ROB COOK
BOULEVARD TIRE CENTER	5105 SW 41ST BLVD	GAINESVILLE	FL	32608	(352) 371-6209			X			
TIRE KINGDOM, INC.	5901 Lake Worth Road	Greenacres	FL	33463	(561) 964-8118	X	X				ROB COOK
Commercial Truck Terminal	35647 US Hwy 27 N	Haines City	FL	00003-3844	(863) 422-1965	X	X				
TIRE KINGDOM, INC.	100 N.W. Hallandale Beach Blvd.	Hallandale	FL	33009	(954) 458-2337	X	X				ROB COOK
TIRE KINGDOM, INC.	5710 N.W. 176th Street	Hialeah	FL	33015	(305) 820-1695	X	X				ROB COOK
Tire Kingdom, Inc.	5690 NW 167th St	Hialeah	FL	33014-6100	(305) 627-9780	X	X				
TIRE KINGDOM, INC.	11350 S.E. Federal Highway	Hobe Sound	FL	33455	(772) 545-0005	X	X				ROB COOK
TIRE KINGDOM, INC.	1633 U.S. Highway 19	Holiday	FL	34691	(727) 937-4101	X	X				ROB COOK
TIRE KINGDOM, INC.	7200 Taft Street	Hollywood	FL	33024	(954) 981-7004	X	X				ROB COOK
TIRE KINGDOM, INC.	9615 State Road 52	Hudson	FL	34669	(727) 869-8100	X	X				ROB COOK
TIRE KINGDOM, INC.	1050 Wallace Avenue	Indian Harbour Beach	FL	32937	(321) 773-9223	X	X				ROB COOK
TIRE KINGDOM, INC.	3115 E. Gulf-To-Lake Hwy	Inverness	FL	34453	(352) 860-1020	X	X				ROB COOK
Lou Webber Tire Inc	5560 Normandy Blvd	Jacksonville	FL	32205-6247	(904) 783-6466	X	X				LOU WEBBER
MILLER BROS. GIANT TIRE SERVICE - SERVICE TIRE INC.	11608 Columbia Park Dr. W.	Jacksonville	FL	32258	(904) 268-8799				X	X	DENNIS MARTIN
Sun Tire Services, Inc.	617 - A LN AVE NORTH	JACKSONVILLE	FL	32254	(904) 786-1800			X			
Sun Tire Services, Inc.	9950 San Jose Boulevard	Jacksonville	FL	32257	(904) 262-1171	X	X				
Sun Tire Services, Inc.	14175 Beach Boulevard	Jacksonville	FL	32250	(904) 992-8228	X	X				
Sun Tire Services, Inc.	6807 Stuart Lane South	Jacksonville	FL	32254	(904) 693-0990	X	X				
Sun Tire Services, Inc.	10101 Atlantic Boulevard	Jacksonville	FL	32225	(904) 724-8000	X	X				
Sun Tire Services, Inc.	5942 University Boulevard West	Jacksonville	FL	32216	(904) 739-1177	X	X				
Sun Tire Services, Inc.	7390 103rd Street	Jacksonville	FL	32210	(904) 777-4000	X	X				
DAN CALLAGHAN ENTERPRISES, INC.	1411 PICKETTVILLE RD	JACKSONVILLE	FL	32220	(904) 693-4999	X	X	X	X	X	
EARL W. COLVARD, INC.	828 EDGEWOOD AVE NORTH	JACKSONVILLE	FL	32254	(904) 388-5457	X	X	X	X	X	
EARL W. COLVARD, INC.	570 HENDERSON RD	JACKSONVILLE	FL	32254	(904) 786-8512	X	X	X	X	X	
TCI #460 - JACKSONVILLE	2550 W BEAVER ST	JACKSONVILLE	FL	32254	(904) 389-0255	X	X	X	X	X	
TIRE KINGDOM, INC.	10417 Atlantic Blvd.	Jacksonville	FL	32225	(904) 645-3600	X	X				ROB COOK
TIRE KINGDOM, INC.	10211 San Jose Blvd.	Jacksonville	FL	32257	(904) 268-2020	X	X				ROB COOK
TIRE KINGDOM, INC.	5717 West University Blvd.	Jacksonville	FL	32216	(904) 636-8568	X	X				ROB COOK
TIRE KINGDOM, INC.	5887 Normandy Blvd.	Jacksonville	FL	32205	(904) 786-4650	X	X				ROB COOK
TIRE KINGDOM, INC.	11630 San Jose Boulevard	Jacksonville	FL	32223	(904) 268-5004	X	X				ROB COOK
TIRE KINGDOM, INC.	10310 Atlantic Boulevard	Jacksonville	FL	32225	(904) 646-4600	X	X				ROB COOK
TIRE KINGDOM, INC.	1227 University Boulevard North	Jacksonville	FL	32211	(904) 743-5678	X	X				ROB COOK
TIRE KINGDOM, INC.	1564 Dunn Avenue	Jacksonville	FL	32218	(904) 751-1111	X	X				ROB COOK
TIRE KINGDOM, INC.	591 Park Street	Jacksonville	FL	32202	(904) 355-9595	X	X				ROB COOK
TIRE KINGDOM, INC.	4195 Southside Blvd.	Jacksonville	FL	32216	(904) 645-7007	X	X				ROB COOK
TIRE KINGDOM, INC.	923 S. 3rd Street	Jacksonville Beach	FL	32250	(904) 247-5577	X	X				ROB COOK
TIRE KINGDOM, INC.	1300 3rd Street North	Jacksonville Beach	FL	32250	(904) 246-4843	X	X				ROB COOK

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FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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Tire Kingdom Inc	823 Donald Ross Rd	Juno Beach	FL	33408-1605	(561) 353-3000	X	X				
TIRE KINGDOM, INC.	50 Bush Road	Jupiter	FL	33458	(561) 746-4844	X	X				ROB COOK
TIRE KINGDOM, INC.	325 West Vine Street	Kissimmee	FL	34741	(407) 847-7900	X	X				ROB COOK
TIRE KINGDOM, INC.	825 Towne Center Drive	Kissimmee	FL	34759	(407) 935-1828	X	X				ROB COOK
EARL W. COLVARD, INC.	418 HWY 27/441	LADY LAKE	FL	32159	(352) 357-4040	X	X	X	X	X	
TIRE KINGDOM, INC.	2829 West US Hwy 90	Lake City	FL	32055	(386) 754-8770	X	X				ROB COOK
EARL W. COLVARD, INC.	910 US HWY 27 N	LAKE HAMILTON	FL	33851	(863) 439-3608	X	X	X	X	X	
Buck's Alignment	1101 Park Ave	Lake Park	FL	33403-2320	(561) 844-2948	X	X				
TIRE KINGDOM, INC.	1340 Old Dixie Highway	Lake Park	FL	33403	(561) 842-4289	X	X				ROB COOK
McGee Tire Store	203 Domaris Ave.	Lake Wales	FL	33853	(863) 676-3423	X	X				
McGee Tire Store	4304 S. Florida Ave	Lakeland	FL	33813	(863) 646-8518	X	X				
McGee Tire Store	3939 US Hwy 98 South	Lakeland	FL	33803	(863) 667-3347	X	X				
BOULEVARD TIRE CENTER	510 S. Combee Road	Lakeland	FL	33801	(863) 682-5171			X			PAUL CARPENTER
TIRE KINGDOM, INC.	5121 South Florida Avenue	Lakeland	FL	33813	(863) 647-2124	X	X				ROB COOK
TIRE KINGDOM, INC.	4910 U.S. Hwy 98 N.	Lakeland	FL	33809	(863) 859-2200	X	X				ROB COOK
Palm Beach Tire	1360 Hypoluxo Rd	Lantana	FL	33462-4226	(561) 547-0408	X	X				
TIRE KINGDOM, INC.	1201 Hypoluxo Road	Lantana	FL	33462	(561) 585-6500	X	X				ROB COOK
TIRE KINGDOM, INC.	2110 S. Belcher Road	Largo	FL	33771	(727) 535-1420	X	X				ROB COOK
Hennelly Tire & Auto, Inc.	6520 W Commercial Blvd	Lauderhill	FL	33319-2118	(954) 741-6114	X	X				
Tire Kingdom, Inc.	6440 W Commercial Blvd	Lauderhill	FL	33319-2111	(954) 749-1222	X	X				
TIRE KINGDOM, INC.	2601 North State Road 7	Lauderhill	FL	33313	(954) 484-2224	X	X				ROB COOK
Tire Round Up Inc	2011 Citrus Blvd	Leesburg	FL	34748-3004	(352) 728-1150	X	X				
TIRE KINGDOM, INC.	2479 Citrus Blvd.	Leesburg	FL	34748	(352) 323-0020	X	X				ROB COOK
TIRE KINGDOM, INC.	2911 5th St. West	Lehigh Acres	FL	33971	(239) 369-5590	X	X				ROB COOK
Hennelly Tire & Auto, Inc	16505 Fish Hawk Blvd	Lithia	FL	33547	(813) 689-5454	X	X				
Rubens Tire	930 North Hwy 17 - 92	Longwood	FL	32750	(407) 339-6110	X	X				
TIRE KINGDOM, INC.	805 State Road 434 West	Longwood	FL	32750	(407) 830-5040	X	X				ROB COOK
MILLER BROS. GIANT TIRE SERVICE, INC.	14811 N T12TH ST	LUTZ	FL	33549	(813) 975-8400			X			
TIRE KINGDOM, INC.	2127 Brinson Road	Lutz	FL	33558	(813) 949-6720	X	X				ROB COOK
ROAD MART OF FLORIDA, INC.	2413 South Hwy 77	Lynn Haven	FL	32444	(850) 265-9401	X	X				WILLIS COULLIETTE
Lou Webber Tire	9 E Macclenny Ave	Macclenny	FL	32063-2117	(904) 259-2234	X	X				
Hennelly Tire & Auto, Inc.	5700 Royal Palm Blvd	Margate	FL	33063-2242	(954) 972-1448	X	X				
TIRE KINGDOM, INC.	125 South State Road 7	Margate	FL	33068	(954) 972-6700	X	X				ROB COOK
Felton Tire and Auto	7195 Dolina Ct	Melbourne	FL	32940-	(321) 259-8494	X	X				
TIRE KINGDOM, INC.	1580 North Wickham Road	Melbourne	FL	32935	(321) 253-0228	X	X				ROB COOK
TIRE KINGDOM, INC.	6200 North Wickham Road	Melbourne	FL	32940	(321) 752-6677	X	X				ROB COOK
TIRE KINGDOM, INC.	930 North Courtenay Pkwy.	Merritt Island	FL	32953	(321) 454-3044	X	X				ROB COOK
Commercial Tire Service	3555 NW 77th Ave	Miami	FL	33122-1213	(305) 470-6272	X	X				
Hennelly Tire and Auto, Inc	2691 NE 203rd St	Miami	FL	33180-1913	(305) 932-1333	X	X				
Proline Automotive	2005 NW 97th Ave	Miami	FL	33172-2315	(305) 477-1397	X	X				
CENTRAL TIRE CORP	8275 NW 74TH ST	MIAMI	FL	33166	(305) 592-7564			X			
EARL W. COLVARD, INC.	3850 NW 30TH AVE	MIAMI	FL	33142	(305) 635-8116	X	X	X	X	X	
Sabal Chase Tire	12019 SW 117th Ct	Miami	FL	33186-5202	(305) 255-5997	X	X				
TIRE KINGDOM, INC.	6500 S.W. 117th Avenue	Miami	FL	33183	(305) 666-4717	X	X				ROB COOK
TIRE KINGDOM, INC.	12450 S.W. 8th Street	Miami	FL	33184	(305) 226-5353	X	X				ROB COOK
TIRE KINGDOM, INC.	8495 S.W. 132nd Street	Miami	FL	33156	(305) 233-7788	X	X				ROB COOK
TIRE KINGDOM, INC.	2821 S.W. 8th Street	Miami	FL	33135	(305) 649-7880	X	X				ROB COOK
TIRE KINGDOM, INC.	20282 N.W. 2nd Avenue	Miami	FL	33169	(305) 651-5335	X	X				ROB COOK
TIRE KINGDOM, INC.	13910 Miller Drive	Miami	FL	33175	(305) 382-8545	X	X				ROB COOK
TIRE KINGDOM, INC.	13515 S.W. 137th Avenue	Miami	FL	33186	(305) 256-1991	X	X				ROB COOK
TIRE KINGDOM, INC.	8790 S.W. 24th Street	Miami	FL	33165	(305) 227-4110	X	X				ROB COOK
TIRE KINGDOM, INC.	3753 Bird Road	Miami	FL	33146	(305) 445-1801	X	X				ROB COOK

MICHELIN NORTH AMERICA, INC.
 FSA BID NO. 15/17-07-0220
 EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
TIRE KINGDOM, INC.	11199 SW 211th Street	Miami	FL	33189	(305) 259-2925	X	X				ROB COOK
Villacarla Tire Store, Inc	5390 W Flagler St	Miami	FL	33134-1148	(305) 446-2425	X	X				ROLANDO
Sun Tire Services, Inc.	2600 Blanding Boulevard	Middleburg	FL	32068	(904) 282-5999	X	X				
TIRE KINGDOM, INC.	2705 Blanding Boulevard	Middleburg	FL	32068	(904) 291-6655	X	X				ROB COOK
WOOTEN ENTERPRISES, INC.	9218 HWY 87 SOUTH I-10 EXIT 10	MILTON	FL	32583	(850) 623-0940			X			
T & A Tire Pros	5132 Dogwood Dr	Milton	FL	32570-4574	(850) 626-0233	X	X				
EARL W. COLVARD, INC.	4801 N HWY 19-A	MOUNT DORA	FL	32757	(352) 357-4040	X	X	X	X	X	
TIRE CENTERS, LLC	2015 HIGHWAY 37 S.	MULBERRY	FL	33860	(863) 425-3053	X	X	X	X	X	JOEL STEVENS
McGee Tire Store	6867 North Church Street	Mullberry	FL	33860	(863) 644-7700	X	X				
Hennelly Tire & Auto, Inc.	2800 Immokalee Rd	Naples	FL	34110	(239) 353-0300	X	X				
Tire Kingdom, Inc.	4757 Golden Gate Pkwy	Naples	FL	34116-6964	(239) 455-1075	X	X				
TIRE KINGDOM, INC.	401 N.E. 167th Street	N. Miami Beach	FL	33162	(305) 654-1323	X	X				ROB COOK
C&C TIRE & AUTO SERVICE	3700 Mercantile Ave	Naples	FL	34104-3355	(239) 643-7595	X	X				MIKE FIORE
TIRE KINGDOM, INC.	2455 Tamiami Trail East	Naples	FL	34112	(239) 775-8600	X	X				ROB COOK
TIRE KINGDOM, INC.	26994 South Dixie Highway	Naranja	FL	33032	(305) 246-9566	X	X				ROB COOK
TIRE KINGDOM, INC.	1353 Atlantic Blvd	Neptune Beach	FL	32266	(904) 242-4003	X	X				ROB COOK
TIRE KINGDOM, INC.	276 Pondella Road	North Ft. Myers	FL	33903	(239) 997-4300	X	X				ROB COOK
TIRE KINGDOM, INC.	610 E. Commercial Blvd.	Oakland Park	FL	33334	(954) 938-8205	X	X				ROB COOK
DAN CALLAGHAN ENTERPRISES, INC.	5557 SW 1st Ave.	Ocala	FL	34474	(352) 873-9005	X	X	X	X	X	JOEL MARTIN
TIRE KINGDOM, INC.	2750 S.W. College Road	Ocala	FL	34474	(352) 237-7900	X	X				ROB COOK
TIRE KINGDOM, INC.	2511 N.E. Silver Springs Blvd.	Ocala	FL	34470	(352) 368-7744	X	X				ROB COOK
Earl W Colvard Inc	2788 Enterprise Rd	Orange City	FL	32763-8316	(386) 774-9291	X	X				
TIRE KINGDOM, INC.	896 Saxon Blvd.	Orange City	FL	32763	(386) 774-7400	X	X				ROB COOK
ALL-STARZ TIRE & AUTOMOTIVE	2175 Kingsley Ave.	Orange City	FL	00003-2073	(904) 479-3041	X	X				KEVIN MCCLURE
Sun Tire Services, Inc.	706 Park Avenue	Orange Park	FL	32073	(904) 269-0056	X	X				
Sun Tire Services, Inc.	346 Blanding Boulevard	Orange Park	FL	32073	(904) 272-6168	X	X				
TIRE KINGDOM, INC.	1003 Blanding Blvd.	Orange Park	FL	32065	(904) 272-4444	X	X				ROB COOK
TIRE KINGDOM, INC.	238 Blanding Blvd.	Orange Park	FL	32073	(904) 276-2222	X	X				ROB COOK
TIRE KINGDOM, INC.	375 Blanding Boulevard.	Orange Park	FL	32210	(904) 272-2977	X	X				ROB COOK
TIRE KINGDOM, INC.	3575 Highway 17	Orange Park	FL	32003	(904) 541-0210	X	X				ROB COOK
Big 10 Tire Stores Inc	4834 S Orange Ave	Orlando	FL	32806-6931	(407) 851-6840	X	X				
Big 10 Tires, Inc.	4120 Woodland Lks	Orlando	FL	32828	(407) 207-1750	X	X				
Big 10 Tire Stores Inc	5546 L B McLeod Rd	Orlando	FL	32811-2945	(407) 295-2658	X	X				
BOULEVARD TIRE CENTER	8210 S. Orange Ave.	Orlando	FL	32809	(407) 240-1072	X	X	X	X	X	RANDY LILLY
MILLER BROS. GIANT TIRE SERVICE -	925 Lancaster Rd.	Orlando	FL	00003-2819	(407) 855-9621			X	X	X	JOE MILLER
Rubens Tire III	895 S Semoran Blvd	Orlando	FL	32807-3002	(407) 277-9878	X	X				
TIRE CENTERS, LLC	9831 S. ORANGE AVENUE	ORLANDO	FL	32824	(407) 855-9111	X	X	X	X	X	
Tire Kingdom Inc	1001 Tradeport Dr	Orlando	FL	32824-6822	(800) 288-5464	X	X				
TIRE KINGDOM, INC.	5240 West Colonial Drive	Orlando	FL	32808	(407) 298-8877	X	X				ROB COOK
TIRE KINGDOM, INC.	7145 South Orange Blossom Trail	Orlando	FL	32809	(407) 859-9910	X	X				ROB COOK
TIRE KINGDOM, INC.	2001 East Colonial Drive	Orlando	FL	32803	(407) 894-6334	X	X				ROB COOK
TIRE KINGDOM, INC.	1651 North Alafaya Trail	Orlando	FL	32828	(407) 823-9275	X	X				ROB COOK
TIRE KINGDOM, INC.	3722 S. Semoran Blvd.	Orlando	FL	32822	(407) 282-7434	X	X				ROB COOK
TIRE KINGDOM, INC.	12051 S. Orange Blossom Trail	Orlando	FL	32821	(407) 240-9229	X	X				ROB COOK
Orlando & Sons Repair Center	569 S Yonge St	Ormond Beach	FL	32174-7539	(386) 677-9971	X	X				
TIRE KINGDOM, INC.	20 North Yonge Street	Ormond Beach	FL	32174	(386) 672-8013	X	X				ROB COOK
TIRE KINGDOM, INC.	1485 E. Mitchell Hammock Rd.	Oviedo	FL	32765	(407) 977-8889	X	X	X			ERIK
TIRE KINGDOM, INC.	813 Reid Street	Palatka	FL	32177	(386) 328-9696	X	X				ROB COOK
TIRE KINGDOM, INC.	2005 Palm Bay Road	Palm Bay	FL	32905	(321) 723-9002	X	X				ROB COOK
TIRE KINGDOM, INC.	1110 Malabar Road	Palm Bay	FL	32907	(321) 725-0202	X	X				ROB COOK
Highway Tire & Auto	3584 SW Armellini Ave	Palm City	FL	34990-8144	(772) 283-9001	X	X		X		MICHAEL
TIRE KINGDOM, INC.	1050 Palm Coast Highway N.W.	Palm Coast	FL	32137	(386) 445-8833	X	X				ROB COOK

MICHELIN NORTH AMERICA, INC.
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TIRE KINGDOM, INC.	32491 U.S. Hwy. 19 North	Palm Harbor	FL	34684	(727) 786-4296	X	X				ROB COOK
TIRE KINGDOM, INC.	1429 US Hwy # 301 North	Palmetto	FL	34221	(941) 748-3505	X	X				ROB COOK
Bay Town Tire	2609 W 15th St	Panama City	FL	32401-1570	(850) 873-8900	X	X				
Big 10 Tire Stores Inc	8113 Front Beach Rd	Panama City Beach	FL	32407-4820	(850) 236-7585	X	X				
TIRE CENTERS, LLC	7512 HOLLEY CIRCLE	PANAMA CITY BEACH	FL	00003-2408	(850) 236-8926	X	X	X	X	X	
TIRE KINGDOM, INC.	9898 Pines Blvd.	Pembroke Pines	FL	33024	(954) 431-2300	X	X				ROB COOK
TIRE KINGDOM, INC.	17203 Pines Blvd.	Pembroke Pines	FL	33029	(954) 450-0998	X	X				ROB COOK
Big 10 Tire Stores Inc	1560 W Fairfield Dr	Pensacola	FL	32501-1123	(850) 432-7791	X	X				
Big 10 Tire Stores Inc	317 E Nine Mile Rd	Pensacola	FL	32514-2720	(850) 476-6530	X	X				
HOWELL'S TRUCK &	9890 N PENSACOLA BLVD	PENSACOLA	FL	32534	(850) 476-7026			X			
Big 10 Tire Stores Inc	6389 N 9th Ave	Pensacola	FL	32504-7350	(850) 477-0330	X	X				
Tires Inc	117 E Nine Mile Rd	Pensacola	FL	32534-3140	(850) 477-3166	X	X				
Big 10 Tire Stores Inc	812 Creighton Rd	Pensacola	FL	32504-7028	(850) 477-8836	X	X				
Banner Tire South	17635 S Dixie Hwy	Perrine	FL	33157-5423	(305) 233-4260	X	X				
TIRE KINGDOM, INC.	6201 Park Blvd	Pinellas Park	FL	33781	(727) 541-6677	X	X				ROB COOK
McGee Tire Store	2102 Jim Redman Pkwy	Plant City	FL	33565	(813) 754-8473	X	X				
TIRE KINGDOM, INC.	2303-B Jim Redman Pkwy.	Plant City	FL	33566	(813) 754-1525	X	X				ROB COOK
TIRE KINGDOM, INC.	3151 North Federal Highway	Pompano Beach	FL	33062	(954) 782-0991	X	X				ROB COOK
TIRE KINGDOM, INC.	2525 Sample Road	Pompano Beach	FL	33073	(954) 968-1685	X	X				ROB COOK
TIRE KINGDOM, INC.	880 US A1A N, Suite 23	Ponte Vedra Beach	FL	32082	(904) 543-9161	X	X				ROB COOK
Tire Kingdom, Inc.	3555 Tamiami Trl	Port Charlotte	FL	33952-5528	(941) 625-4484	X	X				
Tire Kingdom, Inc.	1182 Tamiami Trl	Port Charlotte	FL	33953-3866	(941) 743-4949	X	X				
TIRE KINGDOM, INC.	899 Dunlawton Avenue	Port Orange	FL	32127	(386) 756-4189	X	X				ROB COOK
TIRE KINGDOM, INC.	9208 U.S. Hwy. 19	Port Richey	FL	34668	(727) 848-3069	X	X				ROB COOK
Tire Kingdom, Inc.	1380 SW Saint Lucie West Blvd	Port St Lucie	FL	34986-2109	(772) 879-0072	X	X				
Felton Tire and Auto	182 S W Port St. Lucie Blvd	Port St. Lucie	FL	34984	(772) 344-6600	X	X				
TIRE KINGDOM, INC.	10672 S Us Highway 1	Port St Lucie	FL	34952	(772) 337-4033	X	X				ROB COOK
EARL W. COLVARD, INC.	5178 DUNCAN RD	PUNTA GORDA	FL	33982	(941) 639-7788	X	X	X	X	X	
Riverview Tire & Auto	7839 US Highway 301 S	Riverview	FL	33569-4352	(813) 677-4318	X	X				
DAN CALLAGHAN ENTERPRISES, INC.	424 W. 13th St.	Riviera Beach	FL	33404	(561) 845-2875	X	X	X	X	X	WOODY SHEEHAN
TIRE KINGDOM, INC.	450 State Road 7	Royal Palm Beach	FL	33411	(561) 791-1117	X	X				ROB COOK
TIRE KINGDOM, INC.	1316 Royal Palm Beach Blvd.	Royal Palm Beach	FL	33411	(561) 798-6422	X	X				ROB COOK
Atlantic Automotive	1955 State Road 312	Saint Augustine	FL	32080-6527	(904) 471-9790	X	X				
Rays Tire & Service Inc	1375 US Highway 1 S	Saint Augustine	FL	32084-6030	(904) 829-6418	X	X	X	X	X	DEAN PETTY
Tire Kingdom, Inc.	2494 US Highway 1 S	Saint Augustine	FL	32086-6042	(904) 797-2105	X	X				
Big 10 Tires, Inc.	4170 W State Road 46	Sanford	FL	32771-9001	(407) 322-9896	X	X				
TIRE KINGDOM, INC.	4401 West 1st Street	Sanford	FL	32771	(407) 321-2212	X	X				ROB COOK
Automotive Clinic, Inc	1710 N Lime Ave	Sarasota	FL	34234-7624	(941) 955-5784	X	X				
LANNING TIRES SALES, INC.	1235 N. Lime Ave	Sarasota	FL	34237	(941) 365-0400	X	X	X	X	X	STEPHEN LANNING
Sunshine Discount Tire, LLC	2975 University Pkwy	Sarasota	FL	34243-4202	(941) 359-0202	X	X				
TIRE KINGDOM, INC.	4626 Clark Road	Sarasota	FL	34233	(941) 929-7450	X	X				ROB COOK
TIRE KINGDOM, INC.	1324 North Washington Blvd.	Sarasota	FL	34237	(941) 365-7098	X	X				ROB COOK
TIRE KINGDOM, INC.	3942 South Tamiami Trail	Sarasota	FL	34231	(941) 927-1411	X	X				ROB COOK
TIRE KINGDOM, INC.	585 U.S. Highway 27 North	Sebring	FL	33870	(941) 471-3661	X	X				ROB COOK
TIRE KINGDOM, INC.	1808 Parsons Avenue	Seffner	FL	33584	(813) 655-7737	X	X				ROB COOK
TIRE KINGDOM, INC.	8650 Seminole Blvd.	Seminole	FL	33772	(727) 391-9983	X	X				ROB COOK
TIRE KINGDOM, INC.	5814 South Dixie Highway	South Miami	FL	33143	(305) 666-8921	X	X				ROB COOK
TIRE KINGDOM, INC.	5344 16th Street N.	St. Petersburg	FL	33703	(727) 521-3502	X	X				ROB COOK
TIRE KINGDOM, INC.	2911 Tyrone Blvd.	St. Petersburg	FL	33710	(727) 345-2404	X	X				ROB COOK
TIRE KINGDOM, INC.	3398 34th Street North	St. Petersburg	FL	33713	(727) 527-9555	X	X				ROB COOK
Golden Gate Tire	3202 SE Dixie Hwy	Stuart	FL	34997-5239	(772) 287-8090	X	X				
TIRE KINGDOM, INC.	1541 S Federal Highway	Stuart	FL	34994	(772) 283-8831	X	X				ROB COOK

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Sawgrass Auto Inc	12585 W Sunrise Blvd	Sunrise	FL	33323-0900	(954) 846-0088	X	X				
TIRE KINGDOM, INC.	7710 West Oakland Park Blvd.	Sunrise	FL	33351	(954) 749-2700	X	X				ROB COOK
TIRE KINGDOM, INC.	2550 Sawgrass Mills Circle	Sunrise	FL	33323	(954) 845-9800	X	X				ROB COOK
Big 10 Tire Stores Inc	1840 S Monroe St	Tallahassee	FL	32301-5528	(850) 224-8326	X	X				
McGee Tire Store	2400 Capital Circle N.E.	Tallahassee	FL	32308	(850) 386-8473	X	X				
McGee Tire Store	3206 Apalachie Pkwy.	Tallahassee	FL	32311	(850) 671-1200	X	X				
NEECE TRUCK TIRE CENTER, INC.	4792 Blountstown Hwy	Tallahassee	FL	32304	(850) 574-4100	X	X		X	X	JACK NEECE
Sun Tire Services, Inc.	2715 North Monroe Street	Tallahassee	FL	32303	(850) 422-2022	X	X				
Sun Tire Services, Inc.	2400 Millcreek Lane	Tallahassee	FL	32308	(850) 553-9660	X	X				
TIRE KINGDOM, INC.	2415 North Monroe Street	Tallahassee	FL	32303	(850) 386-1830	X	X				ROB COOK
TIRE KINGDOM, INC.	3475 Apalachee Parkway	Tallahassee	FL	32311	(850) 402-2982	X	X				ROB COOK
TIRE KINGDOM, INC.	800 Ocala Road	Tallahassee	FL	32304	(850) 576-3570	X	X	X	X		ZACH
TIRE KINGDOM, INC.	2220 Capital Circle N.E.	Tallahassee	FL	32308	(850) 297-0121	X	X				ROB COOK
TIRE KINGDOM, INC.	7415 Pine Island Road	Tamarac	FL	33320	(954) 720-8205	X	X				ROB COOK
DAN CALLAGHAN ENTERPRISES, INC.	4017 40th St.	Tampa	FL	33610	(813) 630-0039	X	X	X	X	X	KARL SCHOLL
EARL W. COLVARD, INC.	5808 HILLSBOROUGH AVE	TAMPA	FL	33610	(813) 621-5445	X	X	X	X	X	
Hennelly Tire & Auto, Inc.	13006 Race Track Rd	Tampa	FL	33626-1302	(813) 341-2100	X	X				
Olin Mott Tire Stores	1119 W Kennedy Blvd	Tampa	FL	33606-1965	(813) 253-3183	X	X	X			
OLIN MOTT TIRE CO., INC.	3741 E. Hillsborough Ave.	Tampa	FL	33610	(813) 237-3945	X	X	X			
TIRE KINGDOM, INC.	14777 N. Dale Mabry Hwy.	Tampa	FL	33618	(813) 269-0554	X	X				ROB COOK
TIRE KINGDOM, INC.	3733 Henderson Blvd.	Tampa	FL	33609	(813) 879-6715	X	X				ROB COOK
TIRE KINGDOM, INC.	7602 West Hillsborough Avenue	Tampa	FL	33615	(813) 885-1781	X	X				ROB COOK
TIRE KINGDOM, INC.	4224 Gunn Hwy.	Tampa	FL	33624	(813) 265-1635	X	X				ROB COOK
TIRE KINGDOM, INC.	1130 East Fletcher Avenue	Tampa	FL	33612	(813) 972-9095	X	X				ROB COOK
TIRE KINGDOM, INC.	5107 East Fowler Avenue	Tampa	FL	33617	(813) 985-0905	X	X				ROB COOK
TIRE KINGDOM, INC.	105 S U.S. Hwy 301, Suite 103	Tampa	FL	33619	(813) 623-3538	X	X				ROB COOK
Tire World Auto Center Inc	202 W Hillsborough Ave	Tampa	FL	33604-6927	(813) 238-3102	X	X				
TCI #467 - TAMPA	2441 EAST MEADOW DR	TAMPA	FL	33619	(813) 626-2233	X	X	X	X	X	
TCI #453 - TAMPA	811 NORTH 50TH ST	TAMPA	FL	33619	(813) 248-0062	X	X	X	X	X	
Transamerica Auto Parts Company, LLC	9222 N Florida Ave	Tampa	FL	33612-7906	(813) 930-6145			X			
TIRE KINGDOM, INC.	1260 E. Lake Road S.	Tarpon Springs	FL	34689	(727) 939-2221	X	X				ROB COOK
Lake Tire & Auto Inc.	812 W Burleigh Blvd	Tavares	FL	32778-2302	(352) 343-0041	X	X				
Olin Mott Tire Stores	8850 N 56th St	Temple Terrace	FL	33617-6207	(813) 980-0220	X	X	X			
TIRE KINGDOM, INC.	3550 South Washington Avenue	Titusville	FL	32780	(321) 268-5772	X	X				ROB COOK
Bloomington Express	3231 Lithia Pinecrest Rd	Valrico	FL	33594-5634	(813) 643-7200	X	X				
Brandon Tire & Auto Svc	2514 State Road 60 E	Valrico	FL	33594-3829	(813) 685-6344	X	X				KATHY
McGee Tire Store	1908 Tamiami Trail	Venice	FL	34293	(941) 408-1717	X	X				
TIRE KINGDOM, INC.	1830 South Tamiami Trail	Venice	FL	34293	(941) 493-3317	X	X				ROB COOK
TIRE KINGDOM, INC.	1001 South State Road 7	West Hollywood	FL	33023	(954) 981-4707	X	X				ROB COOK
TIRE KINGDOM, INC.	1416 West New Haven Avenue	West Melbourne	FL	32904	(321) 728-5566	X	X				ROB COOK
TIRE CENTERS, LLC 457	357 Pike Rd.	West Palm Beach	FL	33413	(561) 792-3900	X	X	X	X	X	R. C. PENFIELD
Felton Tire and Auto	1840 S. Military Trail	West Palm Beach	FL	33415	(561) 965-2114	X	X				
Tire Kingdom, Inc.	5151 Tyler Lakes Dr	West Palm Beach	FL	33407-7001	(561) 615-3633	X	X				
Hennelly Tire & Auto, Inc.	7800 Okeechobee Blvd	West Palm Beach	FL	33411-2147	(561) 640-7890	X	X				
TIRE KINGDOM, INC.	2360 North Military Trail	West Palm Beach	FL	33409	(561) 471-5207	X	X				ROB COOK
TIRE KINGDOM, INC.	2450 S. Military Trail	West Palm Beach	FL	33415	(561) 642-9032	X	X				ROB COOK
WESTON AUTO INC.	2629 Weston Rd	Weston	FL	33331-3614	(954) 385-8696	X	X				JEFF STARK
B&W Tires & Service	1803 3rd St SW	Winter Haven	FL	33880-4321	(863) 299-8473	X	X				
TIRE KINGDOM, INC.	875 6th Street, N.W.	Winter Haven	FL	33881	(863) 299-6443	X	X				ROB COOK
Rubens Tire II	2286 Fairbanks Ave.	Winter Park	FL	32789	(407) 740-6700	X	X				
TIRE KINGDOM, INC.	2216 Aloma Avenue	Winter Park	FL	32792	(407) 629-5656	X	X				ROB COOK
TIRE KINGDOM, INC.	1481 Tuskawilla Road	Winter Springs	FL	32708	(407) 695-3040	X	X				ROB COOK

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
TIRE KINGDOM, INC.	1354 E. State Road 200	Yulee	FL	32097	(904) 225-5107	X	X				ROB COOK
McGee Tire Store	7010 Gall Blvd	Zephyrhills	FL	33541	(813) 782-5318	X	X				

MICHELIN NORTH AMERICA, INC.
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 EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

DEALER/DISTRIBUTOR NAME	ADDRESS	CITY	ST	ZIP	PHONE#	PS	LT	TBR	OTR	AG	CONTACT
TIRE KINGDOM, INC.	457 Semoran Blvd	Altamonte Springs	FL	32714	(407) 682-6661	X	X				ROB COOK
A OK Tire Mart	200 W Main St	Apopka	FL	32703-5133	(407) 889-7074	X	X	X	X	X	DON WILLIAMS
TIRE KINGDOM, INC.	840 East Semoran Blvd.	Apopka	FL	32703	(407) 880-8600	X	X				ROB COOK
AMF Tire Inc	1170 Costa Del Sol	Boca Raton	FL	33432	(561) 368-6700	X	X				
Tire Kingdom, Inc.	23193 Sandalfoot Plaza Dr	Boca Raton	FL	33428-6697	(561) 451-0765	X	X				
TIRE KINGDOM, INC.	121 NW 40th Street	Boca Raton	FL	33431	(561) 368-5663	X	X				ROB COOK
TIRE KINGDOM, INC.	19571 State Road 7	Boca Raton	FL	33498	(561) 477-8210	X	X				ROB COOK
C&C TIRE & AUTO SERVICE	27861 Crown Lake Blvd	Bonita Springs	FL	00003-4133	(239) 947-0087	X	X				HENRY BONDI
Hennelly Tire & Auto, Inc.	12831 Trade Center Dr	Bonita Springs	FL	34135-0000	(239) 947-1214	X	X				
TIRE KINGDOM, INC.	28090 Imperial Street	Bonita Springs	FL	34135	(239) 948-1830	X	X				ROB COOK
Hennelly Tire & Auto, Inc.	3940- Hypoluxo Rd	Boynton Beach	FL	33436-8508	(561) 641-7518	X	X				
TIRE KINGDOM, INC.	3030 S. Congress Ave.	Boynton Beach	FL	33426	(561) 737-6500	X	X				ROB COOK
DAN CALLAGHAN ENTERPRISES, INC.	1511 38th Ave. E	Bradenton	FL	34208	(941) 746-6188	X	X	X	X	X	LARRY MUSAL
Shepherd's Tire Service Inc	3949 14th St W	Bradenton	FL	34205-6003	(941) 746-7885	X	X				
TIRE KINGDOM, INC.	6011 14th Street West	Bradenton	FL	34207	(941) 753-4667	X	X				ROB COOK
TIRE KINGDOM, INC.	5206 Cortez Road West	Bradenton	FL	34210	(941) 792-5958	X	X				ROB COOK
TIRE KINGDOM, INC.	7390 52nd Place East	Bradenton	FL	34203	(941) 755-6755	X	X				ROB COOK
KAUFFMAN TIRE, INC	841 LITHIA PINECREST ROAD	BRANDON	FL	33511	(813) 982-3500	X	X				
TIRE KINGDOM, INC.	1527 State Road 60	Brandon	FL	33511	(813) 653-2227	X	X				ROB COOK
Olin Mott Tire Stores	528 W Brandon Blvd	Brandon	FL	33511-5004	(813) 685-2908	X	X	X			
TIRE KINGDOM, INC.	12161 Cortez Blvd.	Brooksville	FL	34613	(352) 597-1099	X	X				ROB COOK
TIRE KINGDOM, INC.	1028 Del Prado Blvd.	Cape Coral	FL	33990	(239) 772-1868	X	X				ROB COOK
TIRE KINGDOM, INC.	4503 Del Prado Blvd. South	Cape Coral	FL	33904	(239) 945-0031	X	X				ROB COOK
DAN CALLAGHAN ENTERPRISES, INC.	11940 44th St. N	Clearwater	FL	33762	(727) 571-3358	X	X	X	X	X	ROGER SMITH
TIRE KINGDOM, INC.	2838 Gulf-To-Bay Blvd.	Clearwater	FL	33759	(727) 797-6249	X	X				ROB COOK
BOULEVARD TIRE CENTER	1609 N. Cocoa Blvd.	Cocoa	FL	32922	(321) 639-3077	X	X	X	X	X	DANNY MARONI
TIRE KINGDOM, INC.	255 North Cocoa Blvd.	Cocoa	FL	32922	(321) 631-2006	X	X				ROB COOK
TIRE KINGDOM, INC.	11300 Wiles Road	Coral Springs	FL	33076	(954) 344-6603	X	X				ROB COOK
We Are Tires	4550 N University Dr	Coral Springs	FL	33065-1625	(954) 255-2099	X	X				
Big 10 Tire Stores Inc	883 N Ferdon Blvd	Crestview	FL	32536-2158	(850) 689-1550	X	X				
TIRE KINGDOM, INC.	750 N.E. 5th Street	Crystal River	FL	34429	(352) 795-9585	X	X				ROB COOK
Roberto Heinz, Inc.	37716 Lock St	Dade City	FL	33523-2847	(353) 521-5679	X	X				
AIRPORT TIRE COMPANY INCORPORATED	2060 TIGERTAIL BLVD, SUITE G	DANIA	FL	33004	(954) 922-1999			X			
TIRE KINGDOM, INC.	8410 State Road 84	Davie	FL	33324	(954) 472-8606	X	X				ROB COOK
TIRE KINGDOM, INC.	13760 West State Road 84	Davie	FL	33325	(954) 370-1140	X	X				ROB COOK
TIRE CENTERS, INC.	3540 SW 46th Avenue	Davie	FL	00003-3314	(954) 585-8525	X	X	X	X	X	RUSSELL HAYES
EARL W. COLVARD, INC.	800 S NOVA RD	DAYTONA BEACH	FL	32114	(386) 258-8129	X	X	X	X	X	
McGee Tire Store	148 N. Ridgewood Ave.	Daytona Beach	FL	32114	(386) 252-7661	X	X				
TIRE KINGDOM, INC.	948 Mason Avenue	Daytona Beach	FL	32117	(386) 255-6300	X	X				ROB COOK
Tire Kingdom, Inc.	2625 W Hillsboro Blvd	Deerfield Beach	FL	33442-7904	(954) 426-6300	X	X				
NATIONAL TIRE BROKERS CORPORATION	829 W. Nelson Ave.	DeFuniak Springs	FL	32433	(850) 892-5191	X	X	X	X	X	JEFF CUMMINGS
BOULEVARD TIRE CENTER	816 S. Woodland Blvd.	Deland	FL	32720	(386) 734-6447	X	X	X	X	X	STEVE STEVENS
EARL W. COLVARD, INC.	1205- BISCAYNE BL	DELAND	FL	32724	(386) 740-0279	X	X	X	X	X	
McGee Tire Store	680 N. Spring Garden Rd	Deland	FL	32720	(386) 740-8996	X	X				
TIRE KINGDOM, INC.	2612 South Woodland Blvd.	Deland	FL	32720	(386) 943-8608	X	X				ROB COOK
TIRE KINGDOM, INC.	220 Linton Blvd.	Delray Beach	FL	33444	(561) 272-1212	X	X				ROB COOK
TIRE KINGDOM, INC.	14115 South Military Trail	Delray Beach	FL	33484	(561) 496-1660	X	X				ROB COOK
TIRE KINGDOM, INC.	1901 Main Street	Dunedin	FL	34698	(727) 738-1414	X	X				ROB COOK
Pit Stop Auto Repair Shops	1601 S McCall Rd	Englewood	FL	34223-4847	(941) 475-5838	X	X				
TIRE KINGDOM, INC.	2821 South McCall Road	Englewood	FL	34223	(941) 473-9444	X	X				ROB COOK
Hennelly Tire & Auto, Inc.	10451 Corkscrew Rd	Estero	FL	00003-3928	(239) 949-1214	X	X	X			JOEY SCHMIDT
TIRE KINGDOM, INC.	16200 U.S. Highway 441	Eustis	FL	32726	(352) 357-1133	X	X				ROB COOK
TIRE KINGDOM, INC.	1260 S. 8th Street	Fernandina Beach	FL	32034	(904) 261-3684	X	X				ROB COOK

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FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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Michelin - Pursuit Tires											
225/60R16 98V	BSW	Advantage T/A	58028	\$87.17	\$3.00	\$7.00	\$97.17	\$4.50	\$0.00	\$12.00	\$113.67
235/55R17 99W	BSW	g-Force SS A/S	63395	\$102.07	\$3.00	\$7.00	\$112.07	\$4.50	\$0.00	\$12.00	\$128.57
MICHELIN PASS & L/T											
MICHELIN PREMIER AS											
185/55R16 83H	BSW	Premier A/S	65661	\$100.54	\$3.00	\$7.00	\$110.54	\$4.50	\$0.00	\$12.00	\$127.04
195/65R15 91H	BSW	Premier A/S	55457	\$96.45	\$3.00	\$7.00	\$106.45	\$4.50	\$0.00	\$12.00	\$122.95
205/50R17 XL 93H	BSW	Premier A/S	28207	\$117.96	\$3.00	\$7.00	\$127.96	\$4.50	\$0.00	\$12.00	\$144.46
205/50R17 XL 93V	BSW	Premier A/S	93054	\$132.89	\$3.00	\$7.00	\$142.89	\$4.50	\$0.00	\$12.00	\$159.39
205/55R16 91H	BSW	Premier A/S	03364	\$113.36	\$3.00	\$7.00	\$123.36	\$4.50	\$0.00	\$12.00	\$139.86
205/55R16 91V	BSW	Premier A/S	28886	\$119.40	\$3.00	\$7.00	\$129.40	\$4.50	\$0.00	\$12.00	\$145.90
205/60R16 92H	BSW	Premier A/S	43030	\$108.45	\$3.00	\$7.00	\$118.45	\$4.50	\$0.00	\$12.00	\$134.95
205/60R16 92V	BSW	Premier A/S	05577	\$111.89	\$3.00	\$7.00	\$121.89	\$4.50	\$0.00	\$12.00	\$138.39
205/65R15 94H	BSW	Premier A/S	06189	\$100.13	\$3.00	\$7.00	\$110.13	\$4.50	\$0.00	\$12.00	\$126.63
205/65R15 94V	BSW	Premier A/S	21452	\$103.22	\$3.00	\$7.00	\$113.22	\$4.50	\$0.00	\$12.00	\$129.72
215/45R17 87H	BSW	Premier A/S	30054	\$110.04	\$3.00	\$7.00	\$120.04	\$4.50	\$0.00	\$12.00	\$136.54
215/45R17 87V	BSW	Premier A/S	28504	\$120.57	\$3.00	\$7.00	\$130.57	\$4.50	\$0.00	\$12.00	\$147.07
215/50R17 XL 95V	BSW	Premier A/S	90458	\$132.84	\$3.00	\$7.00	\$142.84	\$4.50	\$0.00	\$12.00	\$159.34
215/55R16 93H	BSW	Premier A/S	09762	\$113.38	\$3.00	\$7.00	\$123.38	\$4.50	\$0.00	\$12.00	\$139.88
215/55R17 94H	BSW	Premier A/S	33915	\$122.33	\$3.00	\$7.00	\$132.33	\$4.50	\$0.00	\$12.00	\$148.83
215/55R17 94V	BSW	Premier A/S	73446	\$134.08	\$3.00	\$7.00	\$144.08	\$4.50	\$0.00	\$12.00	\$160.58
215/60R16 95H	BSW	Premier A/S	11712	\$112.42	\$3.00	\$7.00	\$122.42	\$4.50	\$0.00	\$12.00	\$138.92
215/60R16 95V	BSW	Premier A/S	22475	\$116.67	\$3.00	\$7.00	\$126.67	\$4.50	\$0.00	\$12.00	\$143.17
225/50R17 94V	BSW	Premier A/S	79471	\$137.93	\$3.00	\$7.00	\$147.93	\$4.50	\$0.00	\$12.00	\$164.43
225/55R17 97H	BSW	Premier A/S	48163	\$139.53	\$3.00	\$7.00	\$149.53	\$4.50	\$0.00	\$12.00	\$166.03
225/55R17 97V	BSW	Premier A/S	28800	\$144.47	\$3.00	\$7.00	\$154.47	\$4.50	\$0.00	\$12.00	\$170.97
225/55R18 98H	BSW	Premier A/S	97967	\$142.17	\$3.00	\$7.00	\$152.17	\$4.50	\$0.00	\$12.00	\$168.67
225/60R17 99H	BSW	Premier A/S	67961	\$144.12	\$3.00	\$7.00	\$154.12	\$4.50	\$0.00	\$12.00	\$170.62
225/60R18 100H	BSW	Premier A/S	08300	\$142.14	\$3.00	\$7.00	\$152.14	\$4.50	\$0.00	\$12.00	\$168.64

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225/65R16 100H	BSW	Premier A/S	47563	\$131.40	\$3.00	\$7.00	\$141.40	\$4.50	\$0.00	\$12.00	\$157.90
235/55R17 99H	BSW	Premier A/S	13333	\$144.09	\$3.00	\$7.00	\$154.09	\$4.50	\$0.00	\$12.00	\$170.59
235/55R18 100V	BSW	Premier A/S	04213	\$163.64	\$3.00	\$7.00	\$173.64	\$4.50	\$0.00	\$12.00	\$190.14
245/45R18 XL 100V	BSW	Premier A/S	08729	\$182.27	\$3.00	\$7.00	\$192.27	\$4.50	\$0.00	\$12.00	\$208.77
185/65R15 88H	BSW	Premier A/S	99018	\$98.90	\$3.00	\$7.00	\$108.90	\$4.50	\$0.00	\$12.00	\$125.40
195/55R16 87V	BSW	Premier A/S	14687	\$105.70	\$3.00	\$7.00	\$115.70	\$4.50	\$0.00	\$12.00	\$132.20
205/50R16 87V	BSW	Premier A/S	83271	\$107.04	\$3.00	\$7.00	\$117.04	\$4.50	\$0.00	\$12.00	\$133.54
205/60R15 91H	BSW	Premier A/S	29199	\$99.23	\$3.00	\$7.00	\$109.23	\$4.50	\$0.00	\$12.00	\$125.73
MICHELIN DEFENDER											
175/65R14 82T	BSW	Defender	03156	\$76.51	\$3.00	\$7.00	\$86.51	\$4.50	\$0.00	\$12.00	\$103.01
175/70R13 82T	BSW	Defender	19761	\$61.87	\$3.00	\$7.00	\$71.87	\$4.50	\$0.00	\$12.00	\$88.37
175/70R14 84T	BSW	Defender	38540	\$73.19	\$3.00	\$7.00	\$83.19	\$4.50	\$0.00	\$12.00	\$99.69
185/60R15 84T	BSW	Defender	58763	\$88.36	\$3.00	\$7.00	\$98.36	\$4.50	\$0.00	\$12.00	\$114.86
185/65R14 86T	BSW	Defender	10280	\$75.84	\$3.00	\$7.00	\$85.84	\$4.50	\$0.00	\$12.00	\$102.34
185/65R15 88T	BSW	Defender	83567	\$87.32	\$3.00	\$7.00	\$97.32	\$4.50	\$0.00	\$12.00	\$113.82
185/70R14 88T	BSW	Defender	85842	\$73.95	\$3.00	\$7.00	\$83.95	\$4.50	\$0.00	\$12.00	\$100.45
195/60R15 88T	BSW	Defender	02184	\$88.58	\$3.00	\$7.00	\$98.58	\$4.50	\$0.00	\$12.00	\$115.08
195/65R15 91T	BSW	Defender	10042	\$85.91	\$3.00	\$7.00	\$95.91	\$4.50	\$0.00	\$12.00	\$112.41
195/70R14 91T	BSW	Defender	58906	\$81.15	\$3.00	\$7.00	\$91.15	\$4.50	\$0.00	\$12.00	\$107.65
205/55R16 91H	BSW	Defender	42622	\$109.35	\$3.00	\$7.00	\$119.35	\$4.50	\$0.00	\$12.00	\$135.85
205/55R16 91T	BSW	Defender	12164	\$96.56	\$3.00	\$7.00	\$106.56	\$4.50	\$0.00	\$12.00	\$123.06
205/60R15 91T	BSW	Defender	51440	\$79.51	\$3.00	\$7.00	\$89.51	\$4.50	\$0.00	\$12.00	\$106.01
205/60R16 92T	BSW	Defender	05615	\$91.37	\$3.00	\$7.00	\$101.37	\$4.50	\$0.00	\$12.00	\$117.87
205/65R15 94T	BSW	Defender	32737	\$88.98	\$3.00	\$7.00	\$98.98	\$4.50	\$0.00	\$12.00	\$115.48
205/70R15 96T	BSW	Defender	60418	\$87.80	\$3.00	\$7.00	\$97.80	\$4.50	\$0.00	\$12.00	\$114.30
215/55R17 94T	BSW	Defender	82333	\$109.78	\$3.00	\$7.00	\$119.78	\$4.50	\$0.00	\$12.00	\$136.28
215/55R17 94V	BSW	Defender	27497	\$156.00	\$3.00	\$7.00	\$166.00	\$4.50	\$0.00	\$12.00	\$182.50
215/55R18 95T	BSW	Defender	37760	\$124.57	\$3.00	\$7.00	\$134.57	\$4.50	\$0.00	\$12.00	\$151.07
215/60R15 94T	BSW	Defender	03945	\$89.82	\$3.00	\$7.00	\$99.82	\$4.50	\$0.00	\$12.00	\$116.32
215/60R16 95T	BSW	Defender	14026	\$96.34	\$3.00	\$7.00	\$106.34	\$4.50	\$0.00	\$12.00	\$122.84

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P245/45R19 98V	BSW	Energy MXV4 S8	08065	\$226.42	\$3.00	\$7.00	\$236.42	\$4.50	\$0.00	\$12.00	\$252.92
175/65R15 84H	BSW	Energy Saver	20104	\$86.51	\$3.00	\$7.00	\$96.51	\$4.50	\$0.00	\$12.00	\$113.01
195/55R16 87H	BSW	Energy Saver	39064	\$127.47	\$3.00	\$7.00	\$137.47	\$4.50	\$0.00	\$12.00	\$153.97
195/55R16 87V	BSW	Energy Saver	17518	\$144.96	\$3.00	\$7.00	\$154.96	\$4.50	\$0.00	\$12.00	\$171.46
195/60R16 89V	BSW	Energy Saver	30401	\$103.83	\$3.00	\$7.00	\$113.83	\$4.50	\$0.00	\$12.00	\$130.33
195/65R15 91H	BSW	Energy Saver	14710	\$103.35	\$3.00	\$7.00	\$113.35	\$4.50	\$0.00	\$12.00	\$129.85
205/55R16 91H	BSW	Energy Saver	70755	\$117.96	\$3.00	\$7.00	\$127.96	\$4.50	\$0.00	\$12.00	\$144.46
205/55R16 91H	BSW	Energy Saver	37743	\$124.35	\$3.00	\$7.00	\$134.35	\$4.50	\$0.00	\$12.00	\$150.85
205/55R16 91H	BSW	Energy Saver	08947	\$122.73	\$3.00	\$7.00	\$132.73	\$4.50	\$0.00	\$12.00	\$149.23
205/55R16 91V	BSW	Energy Saver	81566	\$134.12	\$3.00	\$7.00	\$144.12	\$4.50	\$0.00	\$12.00	\$160.62
205/55R16 91V	BSW	Energy Saver	74675	\$134.12	\$3.00	\$7.00	\$144.12	\$4.50	\$0.00	\$12.00	\$160.62
205/55R16 91W	BSW	Energy Saver	34739	\$152.42	\$3.00	\$7.00	\$162.42	\$4.50	\$0.00	\$12.00	\$178.92
205/60R16 92H	BSW	Energy Saver	21533	\$102.86	\$3.00	\$7.00	\$112.86	\$4.50	\$0.00	\$12.00	\$129.36
205/60R16 92V	BSW	Energy Saver	18562	\$108.88	\$3.00	\$7.00	\$118.88	\$4.50	\$0.00	\$12.00	\$135.38
205/60R16 92W	BSW	Energy Saver	56794	\$153.26	\$3.00	\$7.00	\$163.26	\$4.50	\$0.00	\$12.00	\$179.76
195/55R16 87W	BSW	Energy Saver	75618	\$148.69	\$3.00	\$7.00	\$158.69	\$4.50	\$0.00	\$12.00	\$175.19
205/55R16 91V	BSW	Energy Saver +	47511	\$128.35	\$3.00	\$7.00	\$138.35	\$4.50	\$0.00	\$12.00	\$154.85
175/65R15 84H	BSW	Energy Saver A/S	11987	\$91.41	\$3.00	\$7.00	\$101.41	\$4.50	\$0.00	\$12.00	\$117.91
185/65R15 88H	BSW	Energy Saver A/S	78124	\$96.22	\$3.00	\$7.00	\$106.22	\$4.50	\$0.00	\$12.00	\$122.72
225/50R17 94V	BSW	Energy Saver A/S	70895	\$140.37	\$3.00	\$7.00	\$150.37	\$4.50	\$0.00	\$12.00	\$166.87
235/50R17 96H	BSW	Energy Saver A/S	23609	\$141.58	\$3.00	\$7.00	\$151.58	\$4.50	\$0.00	\$12.00	\$168.08
P185/65R15 86T	BSW	Energy Saver A/S	31703	\$88.89	\$3.00	\$7.00	\$98.89	\$4.50	\$0.00	\$12.00	\$115.39
P195/65R15 89T	BSW	Energy Saver A/S	41536	\$83.92	\$3.00	\$7.00	\$93.92	\$4.50	\$0.00	\$12.00	\$110.42
P205/60R16 91V	BSW	Energy Saver A/S	10484	\$106.97	\$3.00	\$7.00	\$116.97	\$4.50	\$0.00	\$12.00	\$133.47
P205/65R16 94S	BSW	Energy Saver A/S	42830	\$91.25	\$3.00	\$7.00	\$101.25	\$4.50	\$0.00	\$12.00	\$117.75
P215/50R17 90V	BSW	Energy Saver A/S	72288	\$131.36	\$3.00	\$7.00	\$141.36	\$4.50	\$0.00	\$12.00	\$157.86
P215/60R16 94T	BSW	Energy Saver A/S	70961	\$101.45	\$3.00	\$7.00	\$111.45	\$4.50	\$0.00	\$12.00	\$127.95
P215/65R17 98T	BSW	Energy Saver A/S	58770	\$109.43	\$3.00	\$7.00	\$119.43	\$4.50	\$0.00	\$12.00	\$135.93
P225/50R17 93V	BSW	Energy Saver A/S	03458	\$138.98	\$3.00	\$7.00	\$148.98	\$4.50	\$0.00	\$12.00	\$165.48
P225/65R17 100T	BSW	Energy Saver A/S	47360	\$105.61	\$3.00	\$7.00	\$115.61	\$4.50	\$0.00	\$12.00	\$132.11
P235/50R17 95T	BSW	Energy Saver A/S	60662	\$134.84	\$3.00	\$7.00	\$144.84	\$4.50	\$0.00	\$12.00	\$161.34
P235/50R18 97V	BSW	Energy Saver A/S	14031	\$164.39	\$3.00	\$7.00	\$174.39	\$4.50	\$0.00	\$12.00	\$190.89

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P215/65R17 98T	BSW	Energy Saver A/S	11387	\$109.43	\$3.00	\$7.00	\$119.43	\$4.50	\$0.00	\$12.00	\$135.93
MICHELIN LATITUDE											
225/55R18 98H	BSW	Latitude Alpin	78249	\$165.53	\$3.00	\$7.00	\$175.53	\$4.50	\$0.00	\$12.00	\$192.03
255/55R18 XL 109V	BSW	Latitude Alpin	59395	\$166.81	\$3.00	\$7.00	\$176.81	\$4.50	\$0.00	\$12.00	\$193.31
235/65R17 104H	BSW	Latitude Alpin HP	82134	\$147.71	\$3.00	\$7.00	\$157.71	\$4.50	\$0.00	\$12.00	\$174.21
255/55R18 105V	BSW	Latitude Alpin HP	47532	\$217.31	\$3.00	\$7.00	\$227.31	\$4.50	\$0.00	\$12.00	\$243.81
255/55R18 XL 109H	BSW	Latitude Alpin HP	13528	\$212.04	\$3.00	\$7.00	\$222.04	\$4.50	\$0.00	\$12.00	\$238.54
265/55R19 109H	BSW	Latitude Alpin HP	35835	\$256.53	\$3.00	\$7.00	\$266.53	\$4.50	\$0.00	\$12.00	\$283.03
255/50R19 XL 107V	BSW	Latitude Alpin LA2	15278	\$242.58	\$3.00	\$7.00	\$252.58	\$4.50	\$0.00	\$12.00	\$269.08
255/55R18 XL 109H	BSW	Latitude Alpin LA2	48313	\$190.41	\$3.00	\$7.00	\$200.41	\$4.50	\$0.00	\$12.00	\$216.91
265/45R20 104V	BSW	Latitude Alpin LA2	30786	\$232.67	\$3.00	\$7.00	\$242.67	\$4.50	\$0.00	\$12.00	\$259.17
295/40R20 106V	BSW	Latitude Alpin LA2	12667	\$286.93	\$3.00	\$7.00	\$296.93	\$4.50	\$0.00	\$12.00	\$313.43
235/65R17 104W	BSW	Latitude Diamaris	27224	\$172.44	\$3.00	\$7.00	\$182.44	\$4.50	\$0.00	\$12.00	\$198.94
255/50R19 103V	BSW	Latitude Diamaris	27209	\$243.02	\$3.00	\$7.00	\$253.02	\$4.50	\$0.00	\$12.00	\$269.52
255/50R20 XL 109Y	BSW	Latitude Diamaris	20646	\$303.65	\$3.00	\$7.00	\$313.65	\$4.50	\$0.00	\$12.00	\$330.15
275/40R20 102W	BSW	Latitude Diamaris	48205	\$351.16	\$3.00	\$7.00	\$361.16	\$4.50	\$0.00	\$12.00	\$377.66
275/40R20 XL 106Y	BSW	Latitude Diamaris	91196	\$363.86	\$3.00	\$7.00	\$373.86	\$4.50	\$0.00	\$12.00	\$390.36
285/45R19 107V	BSW	Latitude Diamaris	16002	\$284.02	\$3.00	\$7.00	\$294.02	\$4.50	\$0.00	\$12.00	\$310.52
315/35R20 106W	BSW	Latitude Diamaris	31073	\$367.62	\$3.00	\$7.00	\$377.62	\$4.50	\$0.00	\$12.00	\$394.12
235/55R19 101W	BSW	Latitude Sport	92866	\$244.05	\$3.00	\$7.00	\$254.05	\$4.50	\$0.00	\$12.00	\$270.55
235/60R18 103W	BSW	Latitude Sport	54158	\$232.33	\$3.00	\$7.00	\$242.33	\$4.50	\$0.00	\$12.00	\$258.83
245/45R20 99V	BSW	Latitude Sport	26325	\$270.86	\$3.00	\$7.00	\$280.86	\$4.50	\$0.00	\$12.00	\$297.36
255/45R20 101W	BSW	Latitude Sport	06868	\$294.76	\$3.00	\$7.00	\$304.76	\$4.50	\$0.00	\$12.00	\$321.26
255/55R18 XL 109Y	BSW	Latitude Sport	37580	\$258.08	\$3.00	\$7.00	\$268.08	\$4.50	\$0.00	\$12.00	\$284.58
255/55R20 XL 110Y	BSW	Latitude Sport	11375	\$210.02	\$3.00	\$7.00	\$220.02	\$4.50	\$0.00	\$12.00	\$236.52
275/45R19 XL 108Y	BSW	Latitude Sport	12808	\$291.30	\$3.00	\$7.00	\$301.30	\$4.50	\$0.00	\$12.00	\$317.80
275/45R20 XL 110Y	BSW	Latitude Sport	39661	\$329.94	\$3.00	\$7.00	\$339.94	\$4.50	\$0.00	\$12.00	\$356.44

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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275/45R21 XL 110Y	BSW	Latitude Sport	14892	\$300.02	\$3.00	\$7.00	\$310.02	\$4.50	\$0.00	\$12.00	\$326.52
275/50R20 109W	BSW	Latitude Sport	13782	\$339.41	\$3.00	\$7.00	\$349.41	\$4.50	\$0.00	\$12.00	\$365.91
295/35R21 XL 107Y	BSW	Latitude Sport	73118	\$398.49	\$3.00	\$7.00	\$408.49	\$4.50	\$0.00	\$12.00	\$424.99
295/35R21 XL 107Y	BSW	Latitude Sport	24671	\$398.49	\$3.00	\$7.00	\$408.49	\$4.50	\$0.00	\$12.00	\$424.99
275/55R19 111W	BSW	Latitude Sport	04474	\$289.89	\$3.00	\$7.00	\$299.89	\$4.50	\$0.00	\$12.00	\$316.39
295/35 R21 XL 107Y	BSW	Latitude Sport	30395	\$398.49	\$3.00	\$7.00	\$408.49	\$4.50	\$0.00	\$12.00	\$424.99
235/60R18 103W	BSW	Latitude Sport 3	09050	\$207.98	\$3.00	\$7.00	\$217.98	\$4.50	\$0.00	\$12.00	\$234.48
255/55R18 105W	BSW	Latitude Sport 3	37108	\$234.46	\$3.00	\$7.00	\$244.46	\$4.50	\$0.00	\$12.00	\$260.96
255/55R18 XL 109V	BSW	Latitude Sport 3	98364	\$223.01	\$3.00	\$7.00	\$233.01	\$4.50	\$0.00	\$12.00	\$249.51
265/40R21 101Y	BSW	Latitude Sport 3	88610	\$304.14	\$3.00	\$7.00	\$314.14	\$4.50	\$0.00	\$12.00	\$330.64
265/45R20 104Y	BSW	Latitude Sport 3	29399	\$264.69	\$3.00	\$7.00	\$274.69	\$4.50	\$0.00	\$12.00	\$291.19
265/50R19 XL 110Y	BSW	Latitude Sport 3	06580	\$250.43	\$3.00	\$7.00	\$260.43	\$4.50	\$0.00	\$12.00	\$276.93
295/35R21 103Y	BSW	Latitude Sport 3	65582	\$334.98	\$3.00	\$7.00	\$344.98	\$4.50	\$0.00	\$12.00	\$361.48
295/35R21 XL 107Y	BSW	Latitude Sport 3	65637	\$398.49	\$3.00	\$7.00	\$408.49	\$4.50	\$0.00	\$12.00	\$424.99
295/40R20 106Y	BSW	Latitude Sport 3	45486	\$295.41	\$3.00	\$7.00	\$305.41	\$4.50	\$0.00	\$12.00	\$321.91
215/70R16 100T	BSW	Latitude Tour	27481	\$120.04	\$3.00	\$7.00	\$130.04	\$4.50	\$0.00	\$12.00	\$146.54
235/65R18 106T	BSW	Latitude Tour	21436	\$171.36	\$3.00	\$7.00	\$181.36	\$4.50	\$0.00	\$12.00	\$197.86
245/60R18 105T	BSW	Latitude Tour	35664	\$145.99	\$3.00	\$7.00	\$155.99	\$4.50	\$0.00	\$12.00	\$172.49
255/65R18 111T	BSW	Latitude Tour	70920	\$162.25	\$3.00	\$7.00	\$172.25	\$4.50	\$0.00	\$12.00	\$188.75
P225/65R17 100T	BSW	Latitude Tour	34657	\$100.89	\$3.00	\$7.00	\$110.89	\$4.50	\$0.00	\$12.00	\$127.39
P225/70R16 101T	BSW	Latitude Tour	06573	\$113.82	\$3.00	\$7.00	\$123.82	\$4.50	\$0.00	\$12.00	\$140.32
P225/75R16 104T	BSW	Latitude Tour	31675	\$115.14	\$3.00	\$7.00	\$125.14	\$4.50	\$0.00	\$12.00	\$141.64
P235/55R18 99T	BSW	Latitude Tour	21780	\$153.64	\$3.00	\$7.00	\$163.64	\$4.50	\$0.00	\$12.00	\$180.14
P235/65R17 103T	BSW	Latitude Tour	23005	\$120.53	\$3.00	\$7.00	\$130.53	\$4.50	\$0.00	\$12.00	\$147.03
P235/70R16 104T	BSW	Latitude Tour	53638	\$114.67	\$3.00	\$7.00	\$124.67	\$4.50	\$0.00	\$12.00	\$141.17
P245/55R19 103T	BSW	Latitude Tour	14946	\$173.67	\$3.00	\$7.00	\$183.67	\$4.50	\$0.00	\$12.00	\$200.17
P245/60R18 104T	BSW	Latitude Tour	11935	\$176.05	\$3.00	\$7.00	\$186.05	\$4.50	\$0.00	\$12.00	\$202.55
P245/65R17 105T	BSW	Latitude Tour	15094	\$142.97	\$3.00	\$7.00	\$152.97	\$4.50	\$0.00	\$12.00	\$169.47
P255/60R17 105T	BSW	Latitude Tour	11767	\$158.04	\$3.00	\$7.00	\$168.04	\$4.50	\$0.00	\$12.00	\$184.54
P255/60R19 108S	BSW	Latitude Tour	03835	\$145.69	\$3.00	\$7.00	\$155.69	\$4.50	\$0.00	\$12.00	\$172.19
P255/70R18 112T	BSW	Latitude Tour	01843	\$155.58	\$3.00	\$7.00	\$165.58	\$4.50	\$0.00	\$12.00	\$182.08
P255/75R17 113T	BSW	Latitude Tour	24239	\$139.55	\$3.00	\$7.00	\$149.55	\$4.50	\$0.00	\$12.00	\$166.05

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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IP265/60R18 109T	BSW	Latitude Tour	25095	\$146.74	\$3.00	\$7.00	\$156.74	\$4.50	\$0.00	\$12.00	\$173.24
IP265/60R18 109T	BSW	Latitude Tour	15891	\$156.43	\$3.00	\$7.00	\$166.43	\$4.50	\$0.00	\$12.00	\$182.93
IP265/65R17 110T	BSW	Latitude Tour	07561	\$154.36	\$3.00	\$7.00	\$164.36	\$4.50	\$0.00	\$12.00	\$180.86
IP265/70R15 110T	BSW	Latitude Tour	16589	\$126.52	\$3.00	\$7.00	\$136.52	\$4.50	\$0.00	\$12.00	\$153.02
IP265/70R16 111T	BSW	Latitude Tour	53146	\$128.13	\$3.00	\$7.00	\$138.13	\$4.50	\$0.00	\$12.00	\$154.63
IP265/70R16 111T	BSW	Latitude Tour	12063	\$128.13	\$3.00	\$7.00	\$138.13	\$4.50	\$0.00	\$12.00	\$154.63
IP265/70R17 113T	BSW	Latitude Tour	36806	\$135.80	\$3.00	\$7.00	\$145.80	\$4.50	\$0.00	\$12.00	\$162.30
IP265/70R17 113T	BSW	Latitude Tour	30929	\$141.20	\$3.00	\$7.00	\$151.20	\$4.50	\$0.00	\$12.00	\$167.70
IP265/70R18 114T	BSW	Latitude Tour	35797	\$144.18	\$3.00	\$7.00	\$154.18	\$4.50	\$0.00	\$12.00	\$170.68
IP275/55R18 109T	BSW	Latitude Tour	31717	\$165.85	\$3.00	\$7.00	\$175.85	\$4.50	\$0.00	\$12.00	\$192.35
I215/65R16 98H	BSW	Latitude Tour HP	25842	\$120.94	\$3.00	\$7.00	\$130.94	\$4.50	\$0.00	\$12.00	\$147.44
I225/60R18 100H	BSW	Latitude Tour HP	60429	\$140.08	\$3.00	\$7.00	\$150.08	\$4.50	\$0.00	\$12.00	\$166.58
I225/65R17 102H	BSW	Latitude Tour HP	63453	\$129.37	\$3.00	\$7.00	\$139.37	\$4.50	\$0.00	\$12.00	\$155.87
I235/50R19 99H	BSW	Latitude Tour HP	21641	\$210.51	\$3.00	\$7.00	\$220.51	\$4.50	\$0.00	\$12.00	\$237.01
I235/55R17 99H	BSW	Latitude Tour HP	01985	\$158.04	\$3.00	\$7.00	\$168.04	\$4.50	\$0.00	\$12.00	\$184.54
I235/55R19 101H	BSW	Latitude Tour HP	52571	\$192.58	\$3.00	\$7.00	\$202.58	\$4.50	\$0.00	\$12.00	\$219.08
I235/55R19 101V	BSW	Latitude Tour HP	05146	\$212.04	\$3.00	\$7.00	\$222.04	\$4.50	\$0.00	\$12.00	\$238.54
I235/60R16 100H	BSW	Latitude Tour HP	27349	\$137.72	\$3.00	\$7.00	\$147.72	\$4.50	\$0.00	\$12.00	\$164.22
I235/60R18 103H	BSW	Latitude Tour HP	10472	\$180.28	\$3.00	\$7.00	\$190.28	\$4.50	\$0.00	\$12.00	\$206.78
I235/60R18 103H	BSW	Latitude Tour HP	29269	\$176.27	\$3.00	\$7.00	\$186.27	\$4.50	\$0.00	\$12.00	\$202.77
I235/60R18 103V	BSW	Latitude Tour HP	31480	\$179.98	\$3.00	\$7.00	\$189.98	\$4.50	\$0.00	\$12.00	\$206.48
I235/65R17 104H	BSW	Latitude Tour HP	33809	\$166.37	\$3.00	\$7.00	\$176.37	\$4.50	\$0.00	\$12.00	\$192.87
I235/65R17 104V	BSW	Latitude Tour HP	19025	\$167.47	\$3.00	\$7.00	\$177.47	\$4.50	\$0.00	\$12.00	\$193.97
I245/55R19 103H	BSW	Latitude Tour HP	41671	\$181.26	\$3.00	\$7.00	\$191.26	\$4.50	\$0.00	\$12.00	\$207.76
I245/60R18 105H	BSW	Latitude Tour HP	98018	\$183.06	\$3.00	\$7.00	\$193.06	\$4.50	\$0.00	\$12.00	\$209.56
I245/65R17 107H	BSW	Latitude Tour HP	22044	\$154.58	\$3.00	\$7.00	\$164.58	\$4.50	\$0.00	\$12.00	\$181.08
I255/50R19 XL 107H	BSW	Latitude Tour HP	46232	\$260.40	\$3.00	\$7.00	\$270.40	\$4.50	\$0.00	\$12.00	\$286.90
I255/50R19 XL 107H	BSW	Latitude Tour HP	13117	\$219.74	\$3.00	\$7.00	\$229.74	\$4.50	\$0.00	\$12.00	\$246.24
I255/50R19 XL 107V	BSW	Latitude Tour HP	06215	\$238.85	\$3.00	\$7.00	\$248.85	\$4.50	\$0.00	\$12.00	\$265.35
I255/50R20 XL 109V	BSW	Latitude Tour HP	21350	\$254.94	\$3.00	\$7.00	\$264.94	\$4.50	\$0.00	\$12.00	\$281.44
I255/55R18 105H	BSW	Latitude Tour HP	18158	\$229.23	\$3.00	\$7.00	\$239.23	\$4.50	\$0.00	\$12.00	\$255.73
I255/55R18 105H	BSW	Latitude Tour HP	98728	\$229.23	\$3.00	\$7.00	\$239.23	\$4.50	\$0.00	\$12.00	\$255.73

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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255/55R18 105V	BSW	Latitude Tour HP	11683	\$245.87	\$3.00	\$7.00	\$255.87	\$4.50	\$0.00	\$12.00	\$272.37
255/55R18 XL 109H	BSW	Latitude Tour HP	52600	\$266.83	\$3.00	\$7.00	\$276.83	\$4.50	\$0.00	\$12.00	\$293.33
255/55R18 XL 109V	BSW	Latitude Tour HP	89039	\$229.70	\$3.00	\$7.00	\$239.70	\$4.50	\$0.00	\$12.00	\$256.20
255/55R19 XL 111V	BSW	Latitude Tour HP	36849	\$236.60	\$3.00	\$7.00	\$246.60	\$4.50	\$0.00	\$12.00	\$263.10
255/60R17 106V	BSW	Latitude Tour HP	33959	\$174.79	\$3.00	\$7.00	\$184.79	\$4.50	\$0.00	\$12.00	\$201.29
255/65R16 109H	BSW	Latitude Tour HP	23281	\$130.48	\$3.00	\$7.00	\$140.48	\$4.50	\$0.00	\$12.00	\$156.98
265/50R19 XL 110V	BSW	Latitude Tour HP	73564	\$234.96	\$3.00	\$7.00	\$244.96	\$4.50	\$0.00	\$12.00	\$261.46
265/50R20 107V	BSW	Latitude Tour HP	07877	\$169.36	\$3.00	\$7.00	\$179.36	\$4.50	\$0.00	\$12.00	\$195.86
265/60R18 110V	BSW	Latitude Tour HP	13788	\$204.64	\$3.00	\$7.00	\$214.64	\$4.50	\$0.00	\$12.00	\$231.14
275/40R20 XL 106W	BSW	Latitude Tour HP	07767	\$282.29	\$3.00	\$7.00	\$292.29	\$4.50	\$0.00	\$12.00	\$308.79
275/45R19 XL 108V	BSW	Latitude Tour HP	04493	\$263.67	\$3.00	\$7.00	\$273.67	\$4.50	\$0.00	\$12.00	\$290.17
275/45R20 XL 110V	BSW	Latitude Tour HP	31229	\$207.06	\$3.00	\$7.00	\$217.06	\$4.50	\$0.00	\$12.00	\$233.56
275/55R17 109V	BSW	Latitude Tour HP	53877	\$180.43	\$3.00	\$7.00	\$190.43	\$4.50	\$0.00	\$12.00	\$206.93
285/50R20 112V	BSW	Latitude Tour HP	25719	\$135.65	\$3.00	\$7.00	\$145.65	\$4.50	\$0.00	\$12.00	\$162.15
285/60R18 XL 120V	BSW	Latitude Tour HP	07120	\$218.29	\$3.00	\$7.00	\$228.29	\$4.50	\$0.00	\$12.00	\$244.79
295/40R22 XL 112V	BSW	Latitude Tour HP	34623	\$286.68	\$3.00	\$7.00	\$296.68	\$4.50	\$0.00	\$12.00	\$313.18
305/50R20 XL 120H	BSW	Latitude Tour HP	08167	\$203.96	\$3.00	\$7.00	\$213.96	\$4.50	\$0.00	\$12.00	\$230.46
315/35R20 106W	BSW	Latitude Tour HP	24905	\$324.66	\$3.00	\$7.00	\$334.66	\$4.50	\$0.00	\$12.00	\$351.16
P235/55R19 101V	BSW	Latitude Tour HP	05487	\$223.20	\$3.00	\$7.00	\$233.20	\$4.50	\$0.00	\$12.00	\$249.70
P235/55R20 102H	BSW	Latitude Tour HP	18386	\$183.64	\$3.00	\$7.00	\$193.64	\$4.50	\$0.00	\$12.00	\$210.14
P235/60R18 102V	BSW	Latitude Tour HP	20377	\$181.92	\$3.00	\$7.00	\$191.92	\$4.50	\$0.00	\$12.00	\$208.42
P235/65R18 104H	BSW	Latitude Tour HP	01431	\$165.26	\$3.00	\$7.00	\$175.26	\$4.50	\$0.00	\$12.00	\$191.76
P245/50R20 102H	BSW	Latitude Tour HP	43577	\$185.70	\$3.00	\$7.00	\$195.70	\$4.50	\$0.00	\$12.00	\$212.20
P245/60R18 104H	BSW	Latitude Tour HP	88062	\$183.06	\$3.00	\$7.00	\$193.06	\$4.50	\$0.00	\$12.00	\$209.56
P245/60R18 104H	BSW	Latitude Tour HP	26619	\$183.06	\$3.00	\$7.00	\$193.06	\$4.50	\$0.00	\$12.00	\$209.56
P255/50R19 103H	BSW	Latitude Tour HP	18373	\$191.90	\$3.00	\$7.00	\$201.90	\$4.50	\$0.00	\$12.00	\$218.40
P265/60R18 109H	BSW	Latitude Tour HP	15845	\$198.37	\$3.00	\$7.00	\$208.37	\$4.50	\$0.00	\$12.00	\$224.87
P265/70R17 113H	BSW	Latitude Tour HP	10361	\$139.51	\$3.00	\$7.00	\$149.51	\$4.50	\$0.00	\$12.00	\$166.01
P275/60R18 111H	BSW	Latitude Tour HP	23625	\$172.87	\$3.00	\$7.00	\$182.87	\$4.50	\$0.00	\$12.00	\$199.37
P275/60R20 114H	BSW	Latitude Tour HP	07769	\$174.06	\$3.00	\$7.00	\$184.06	\$4.50	\$0.00	\$12.00	\$200.56
P275/65R18 114H	BSW	Latitude Tour HP	99853	\$174.78	\$3.00	\$7.00	\$184.78	\$4.50	\$0.00	\$12.00	\$201.28
P285/50R20 111V	BSW	Latitude Tour HP	24241	\$156.60	\$3.00	\$7.00	\$166.60	\$4.50	\$0.00	\$12.00	\$183.10

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P285/60R18 114V	BSW	Latitude Tour HP	99732	\$205.92	\$3.00	\$7.00	\$215.92	\$4.50	\$0.00	\$12.00	\$232.42
235/50R18 97V	BSW	Latitude Tour HP	26136	\$167.52	\$3.00	\$7.00	\$177.52	\$4.50	\$0.00	\$12.00	\$194.02
235/55R19 101V	BSW	Latitude Tour HP	15474	\$223.20	\$3.00	\$7.00	\$233.20	\$4.50	\$0.00	\$12.00	\$249.70
235/60R18 103V	BSW	Latitude Tour HP	33988	\$171.04	\$3.00	\$7.00	\$181.04	\$4.50	\$0.00	\$12.00	\$197.54
245/45R19 98V	BSW	Latitude Tour HP	28028	\$191.14	\$3.00	\$7.00	\$201.14	\$4.50	\$0.00	\$12.00	\$217.64
255/50R19 103V	BSW	Latitude Tour HP	37853	\$238.85	\$3.00	\$7.00	\$248.85	\$4.50	\$0.00	\$12.00	\$265.35
255/55R18 105V	BSW	Latitude Tour HP	61618	\$229.70	\$3.00	\$7.00	\$239.70	\$4.50	\$0.00	\$12.00	\$256.20
255/55R18 XL 109H	BSW	Latitude Tour HP	09597	\$234.55	\$3.00	\$7.00	\$244.55	\$4.50	\$0.00	\$12.00	\$261.05
265/45R20 104V	BSW	Latitude Tour HP	91214	\$223.09	\$3.00	\$7.00	\$233.09	\$4.50	\$0.00	\$12.00	\$249.59
285/60R18 XL 120V	BSW	Latitude Tour HP	29849	\$331.98	\$3.00	\$7.00	\$341.98	\$4.50	\$0.00	\$12.00	\$358.48
295/40R20 106V	BSW	Latitude Tour HP	38951	\$334.64	\$3.00	\$7.00	\$344.64	\$4.50	\$0.00	\$12.00	\$361.14
215/70R16 100T	BSW	Latitude X-Ice XI2	85987	\$107.62	\$3.00	\$7.00	\$117.62	\$4.50	\$0.00	\$12.00	\$134.12
225/65R17 102T	BSW	Latitude X-Ice XI2	21499	\$110.95	\$3.00	\$7.00	\$120.95	\$4.50	\$0.00	\$12.00	\$137.45
225/70R16 103T	BSW	Latitude X-Ice XI2	37079	\$108.53	\$3.00	\$7.00	\$118.53	\$4.50	\$0.00	\$12.00	\$135.03
235/55R18 100T	BSW	Latitude X-Ice XI2	79488	\$133.18	\$3.00	\$7.00	\$143.18	\$4.50	\$0.00	\$12.00	\$159.68
235/55R19 101H	BSW	Latitude X-Ice XI2	21098	\$158.28	\$3.00	\$7.00	\$168.28	\$4.50	\$0.00	\$12.00	\$184.78
235/60R17 102T	BSW	Latitude X-Ice XI2	22755	\$127.29	\$3.00	\$7.00	\$137.29	\$4.50	\$0.00	\$12.00	\$153.79
235/60R18 XL 107T	BSW	Latitude X-Ice XI2	28133	\$141.33	\$3.00	\$7.00	\$151.33	\$4.50	\$0.00	\$12.00	\$167.83
235/65R16 103T	BSW	Latitude X-Ice XI2	05083	\$130.70	\$3.00	\$7.00	\$140.70	\$4.50	\$0.00	\$12.00	\$157.20
235/65R17 XL 108T	BSW	Latitude X-Ice XI2	17509	\$112.95	\$3.00	\$7.00	\$122.95	\$4.50	\$0.00	\$12.00	\$139.45
235/65R18 106T	BSW	Latitude X-Ice XI2	80710	\$143.97	\$3.00	\$7.00	\$153.97	\$4.50	\$0.00	\$12.00	\$170.47
235/70R16 106T	BSW	Latitude X-Ice XI2	06289	\$117.86	\$3.00	\$7.00	\$127.86	\$4.50	\$0.00	\$12.00	\$144.36
245/50R20 102T	BSW	Latitude X-Ice XI2	19020	\$164.27	\$3.00	\$7.00	\$174.27	\$4.50	\$0.00	\$12.00	\$190.77
245/60R18 105T	BSW	Latitude X-Ice XI2	03405	\$147.72	\$3.00	\$7.00	\$157.72	\$4.50	\$0.00	\$12.00	\$174.22
245/65R17 107T	BSW	Latitude X-Ice XI2	71062	\$121.71	\$3.00	\$7.00	\$131.71	\$4.50	\$0.00	\$12.00	\$148.21
245/70R16 107T	BSW	Latitude X-Ice XI2	61007	\$117.36	\$3.00	\$7.00	\$127.36	\$4.50	\$0.00	\$12.00	\$143.86
245/70R17 110T	BSW	Latitude X-Ice XI2	27263	\$118.04	\$3.00	\$7.00	\$128.04	\$4.50	\$0.00	\$12.00	\$144.54
255/50R19 XL 107H	BSW	Latitude X-Ice XI2	49074	\$230.91	\$3.00	\$7.00	\$240.91	\$4.50	\$0.00	\$12.00	\$257.41
255/55R18 XL 109T	BSW	Latitude X-Ice XI2	76188	\$168.74	\$3.00	\$7.00	\$178.74	\$4.50	\$0.00	\$12.00	\$195.24
255/55R19 XL 111H	BSW	Latitude X-Ice XI2	92097	\$216.79	\$3.00	\$7.00	\$226.79	\$4.50	\$0.00	\$12.00	\$243.29
255/60R17 106T	BSW	Latitude X-Ice XI2	42858	\$153.67	\$3.00	\$7.00	\$163.67	\$4.50	\$0.00	\$12.00	\$180.17
255/65R17 110T	BSW	Latitude X-Ice XI2	39415	\$137.86	\$3.00	\$7.00	\$147.86	\$4.50	\$0.00	\$12.00	\$164.36

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
255/70R17 112T	BSW	Latitude X-Ice XI2	54215	\$129.92	\$3.00	\$7.00	\$139.92	\$4.50	\$0.00	\$12.00	\$156.42
265/60R18 110T	BSW	Latitude X-Ice XI2	13323	\$161.39	\$3.00	\$7.00	\$171.39	\$4.50	\$0.00	\$12.00	\$187.89
265/65R17 112T	BSW	Latitude X-Ice XI2	12344	\$137.50	\$3.00	\$7.00	\$147.50	\$4.50	\$0.00	\$12.00	\$164.00
265/70R15 112T	BSW	Latitude X-Ice XI2	75597	\$116.28	\$3.00	\$7.00	\$126.28	\$4.50	\$0.00	\$12.00	\$142.78
265/70R16 112T	BSW	Latitude X-Ice XI2	60911	\$128.60	\$3.00	\$7.00	\$138.60	\$4.50	\$0.00	\$12.00	\$155.10
265/70R17 115T	BSW	Latitude X-Ice XI2	05653	\$141.81	\$3.00	\$7.00	\$151.81	\$4.50	\$0.00	\$12.00	\$168.31
275/40R20 XL 106H	BSW	Latitude X-Ice XI2	09863	\$212.47	\$3.00	\$7.00	\$222.47	\$4.50	\$0.00	\$12.00	\$238.97
275/45R20 XL 110T	BSW	Latitude X-Ice XI2	12426	\$221.68	\$3.00	\$7.00	\$231.68	\$4.50	\$0.00	\$12.00	\$248.18
275/55R20 113T	BSW	Latitude X-Ice XI2	11753	\$171.56	\$3.00	\$7.00	\$181.56	\$4.50	\$0.00	\$12.00	\$198.06
P235/75R15 XL 108T	BSW	Latitude X-Ice XI2	23835	\$104.96	\$3.00	\$7.00	\$114.96	\$4.50	\$0.00	\$12.00	\$131.46
P255/60R19 108T	BSW	Latitude X-Ice XI2	08840	\$174.51	\$3.00	\$7.00	\$184.51	\$4.50	\$0.00	\$12.00	\$201.01
P255/65R18 109T	BSW	Latitude X-Ice XI2	10487	\$153.12	\$3.00	\$7.00	\$163.12	\$4.50	\$0.00	\$12.00	\$179.62
265/65R18 114T	BSW	Latitude X-Ice XI2	23064	\$158.17	\$3.00	\$7.00	\$168.17	\$4.50	\$0.00	\$12.00	\$184.67
MICHELIN PILOT											
235/40R18 91V	BSW	Pilot Alpin PA2	86658	\$185.09	\$3.00	\$7.00	\$195.09	\$4.50	\$0.00	\$12.00	\$211.59
245/50R18 100H	BSW	Pilot Alpin PA2	09425	\$207.95	\$3.00	\$7.00	\$217.95	\$4.50	\$0.00	\$12.00	\$234.45
255/40R18 95V	BSW	Pilot Alpin PA2	39385	\$215.91	\$3.00	\$7.00	\$225.91	\$4.50	\$0.00	\$12.00	\$242.41
265/40R18 XL 101V	BSW	Pilot Alpin PA2	10848	\$204.52	\$3.00	\$7.00	\$214.52	\$4.50	\$0.00	\$12.00	\$231.02
235/40R18 XL 95V	BSW	Pilot Alpin PA3	14305	\$201.96	\$3.00	\$7.00	\$211.96	\$4.50	\$0.00	\$12.00	\$228.46
245/45R17 XL 99V	BSW	Pilot Alpin PA3	87868	\$206.89	\$3.00	\$7.00	\$216.89	\$4.50	\$0.00	\$12.00	\$233.39
255/45R19 100V	BSW	Pilot Alpin PA3	13505	\$218.91	\$3.00	\$7.00	\$228.91	\$4.50	\$0.00	\$12.00	\$245.41
245/40R18 XL 97V	BSW	Pilot Alpin PA3	17170	\$234.07	\$3.00	\$7.00	\$244.07	\$4.50	\$0.00	\$12.00	\$260.57
225/40R18 XL 92V	BSW	Pilot Alpin PA4	22589	\$170.04	\$3.00	\$7.00	\$180.04	\$4.50	\$0.00	\$12.00	\$196.54
235/40R19 92V	BSW	Pilot Alpin PA4	37731	\$232.90	\$3.00	\$7.00	\$242.90	\$4.50	\$0.00	\$12.00	\$259.40
245/35R19 XL 93W	BSW	Pilot Alpin PA4	03949	\$255.36	\$3.00	\$7.00	\$265.36	\$4.50	\$0.00	\$12.00	\$281.86
245/35R20 91V	BSW	Pilot Alpin PA4	24417	\$283.38	\$3.00	\$7.00	\$293.38	\$4.50	\$0.00	\$12.00	\$309.88
245/40R18 XL 97V	BSW	Pilot Alpin PA4	12852	\$217.76	\$3.00	\$7.00	\$227.76	\$4.50	\$0.00	\$12.00	\$244.26
245/50R18 XL 104V	BSW	Pilot Alpin PA4	20975	\$212.98	\$3.00	\$7.00	\$222.98	\$4.50	\$0.00	\$12.00	\$239.48
255/35R19 XL 96V	BSW	Pilot Alpin PA4	12242	\$279.90	\$3.00	\$7.00	\$289.90	\$4.50	\$0.00	\$12.00	\$306.40
255/40R19 XL 100V	BSW	Pilot Alpin PA4	01675	\$247.72	\$3.00	\$7.00	\$257.72	\$4.50	\$0.00	\$12.00	\$274.22

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
255/40R20 XL 101V	BSW	Pilot Alpin PA4	99967	\$325.59	\$3.00	\$7.00	\$335.59	\$4.50	\$0.00	\$12.00	\$352.09
265/40R19 98V	BSW	Pilot Alpin PA4	02577	\$271.77	\$3.00	\$7.00	\$281.77	\$4.50	\$0.00	\$12.00	\$298.27
285/30R20 XL 99W	BSW	Pilot Alpin PA4	10712	\$365.82	\$3.00	\$7.00	\$375.82	\$4.50	\$0.00	\$12.00	\$392.32
285/35R19 XL 103V	BSW	Pilot Alpin PA4	35211	\$303.16	\$3.00	\$7.00	\$313.16	\$4.50	\$0.00	\$12.00	\$329.66
295/30R20 97V	BSW	Pilot Alpin PA4	37742	\$324.87	\$3.00	\$7.00	\$334.87	\$4.50	\$0.00	\$12.00	\$351.37
235/45R17 XL 97V	BSW	Pilot Alpin PA4	07316	\$194.40	\$3.00	\$7.00	\$204.40	\$4.50	\$0.00	\$12.00	\$220.90
255/35R18 XL 94V	BSW	Pilot Alpin PA4	19300	\$246.27	\$3.00	\$7.00	\$256.27	\$4.50	\$0.00	\$12.00	\$272.77
255/45R19 100V	BSW	Pilot Alpin PA4	44651	\$232.03	\$3.00	\$7.00	\$242.03	\$4.50	\$0.00	\$12.00	\$258.53
285/30R19 XL 98W	BSW	Pilot Alpin PA4	71621	\$315.72	\$3.00	\$7.00	\$325.72	\$4.50	\$0.00	\$12.00	\$342.22
285/35R20 XL 104V	BSW	Pilot Alpin PA4	33149	\$376.71	\$3.00	\$7.00	\$386.71	\$4.50	\$0.00	\$12.00	\$403.21
285/40R19 103V	BSW	Pilot Alpin PA4	21466	\$284.78	\$3.00	\$7.00	\$294.78	\$4.50	\$0.00	\$12.00	\$311.28
215/65R15 96H	BSW	Pilot Exalto A/S	24803	\$85.21	\$3.00	\$7.00	\$95.21	\$4.50	\$0.00	\$12.00	\$111.71
205/55R16 91Y	BSW	Pilot Exalto PE2	81866	\$123.72	\$3.00	\$7.00	\$133.72	\$4.50	\$0.00	\$12.00	\$150.22
225/50R16 92Y	BSW	Pilot Exalto PE2	05667	\$128.54	\$3.00	\$7.00	\$138.54	\$4.50	\$0.00	\$12.00	\$155.04
205/50R17 XL 93V	BSW	Pilot MXM4	89515	\$128.95	\$3.00	\$7.00	\$138.95	\$4.50	\$0.00	\$12.00	\$155.45
225/45R17 91H	BSW	Pilot MXM4	15217	\$137.44	\$3.00	\$7.00	\$147.44	\$4.50	\$0.00	\$12.00	\$163.94
225/45R17 91V	BSW	Pilot MXM4	21273	\$142.41	\$3.00	\$7.00	\$152.41	\$4.50	\$0.00	\$12.00	\$168.91
225/50R17 94H	BSW	Pilot MXM4	15923	\$125.28	\$3.00	\$7.00	\$135.28	\$4.50	\$0.00	\$12.00	\$151.78
225/55R16 95H	BSW	Pilot MXM4	70341	\$126.13	\$3.00	\$7.00	\$136.13	\$4.50	\$0.00	\$12.00	\$152.63
225/55R16 95V	BSW	Pilot MXM4	82098	\$138.34	\$3.00	\$7.00	\$148.34	\$4.50	\$0.00	\$12.00	\$164.84
235/45R17 94V	BSW	Pilot MXM4	21365	\$160.75	\$3.00	\$7.00	\$170.75	\$4.50	\$0.00	\$12.00	\$187.25
235/50R18 97H	BSW	Pilot MXM4	83609	\$222.23	\$3.00	\$7.00	\$232.23	\$4.50	\$0.00	\$12.00	\$248.73
235/55R17 99H	BSW	Pilot MXM4	99916	\$190.50	\$3.00	\$7.00	\$200.50	\$4.50	\$0.00	\$12.00	\$217.00
245/40R17 91H	BSW	Pilot MXM4	27395	\$148.06	\$3.00	\$7.00	\$158.06	\$4.50	\$0.00	\$12.00	\$174.56
245/45R17 95V	BSW	Pilot MXM4	15187	\$165.35	\$3.00	\$7.00	\$175.35	\$4.50	\$0.00	\$12.00	\$191.85
255/45R18 99H	BSW	Pilot MXM4	14409	\$197.71	\$3.00	\$7.00	\$207.71	\$4.50	\$0.00	\$12.00	\$224.21
P215/45R17 87V	BSW	Pilot MXM4	16545	\$137.56	\$3.00	\$7.00	\$147.56	\$4.50	\$0.00	\$12.00	\$164.06
P225/45R18 91W	BSW	Pilot MXM4	20292	\$173.16	\$3.00	\$7.00	\$183.16	\$4.50	\$0.00	\$12.00	\$199.66
P225/50R17 93V	BSW	Pilot MXM4	33284	\$144.80	\$3.00	\$7.00	\$154.80	\$4.50	\$0.00	\$12.00	\$171.30
P235/45R18 94V	BSW	Pilot MXM4	35845	\$192.22	\$3.00	\$7.00	\$202.22	\$4.50	\$0.00	\$12.00	\$218.72
P235/45R18 94W	BSW	Pilot MXM4	07875	\$216.63	\$3.00	\$7.00	\$226.63	\$4.50	\$0.00	\$12.00	\$243.13
P235/50R17 95V	BSW	Pilot MXM4	65211	\$167.43	\$3.00	\$7.00	\$177.43	\$4.50	\$0.00	\$12.00	\$193.93

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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P235/50R18 97V	BSW	Pilot MXM4	86773	\$182.27	\$3.00	\$7.00	\$192.27	\$4.50	\$0.00	\$12.00	\$208.77
P235/50R18 97V	BSW	Pilot MXM4	04271	\$184.90	\$3.00	\$7.00	\$194.90	\$4.50	\$0.00	\$12.00	\$211.40
P235/50R18 97W	BSW	Pilot MXM4	91426	\$165.45	\$3.00	\$7.00	\$175.45	\$4.50	\$0.00	\$12.00	\$191.95
P235/50R18 97W	BSW	Pilot MXM4	78756	\$215.66	\$3.00	\$7.00	\$225.66	\$4.50	\$0.00	\$12.00	\$242.16
P235/55R17 98H	BSW	Pilot MXM4	21201	\$152.20	\$3.00	\$7.00	\$162.20	\$4.50	\$0.00	\$12.00	\$178.70
P235/55R18 99H	BSW	Pilot MXM4	06009	\$172.26	\$3.00	\$7.00	\$182.26	\$4.50	\$0.00	\$12.00	\$198.76
P235/55R18 99V	BSW	Pilot MXM4	34331	\$190.95	\$3.00	\$7.00	\$200.95	\$4.50	\$0.00	\$12.00	\$217.45
P235/55R18 99V	BSW	Pilot MXM4	52522	\$169.95	\$3.00	\$7.00	\$179.95	\$4.50	\$0.00	\$12.00	\$196.45
P235/55R19 101H	BSW	Pilot MXM4	10529	\$222.02	\$3.00	\$7.00	\$232.02	\$4.50	\$0.00	\$12.00	\$248.52
P245/45R18 96V	BSW	Pilot MXM4	02817	\$170.88	\$3.00	\$7.00	\$180.88	\$4.50	\$0.00	\$12.00	\$197.38
P245/45R18 96V	BSW	Pilot MXM4	32867	\$170.98	\$3.00	\$7.00	\$180.98	\$4.50	\$0.00	\$12.00	\$197.48
P245/50R17 98V	BSW	Pilot MXM4	33075	\$197.74	\$3.00	\$7.00	\$207.74	\$4.50	\$0.00	\$12.00	\$224.24
P255/45R17 98V	BSW	Pilot MXM4	85527	\$201.19	\$3.00	\$7.00	\$211.19	\$4.50	\$0.00	\$12.00	\$227.69
P255/45R18 99W	BSW	Pilot MXM4	63035	\$217.03	\$3.00	\$7.00	\$227.03	\$4.50	\$0.00	\$12.00	\$243.53
P255/55R18 104V	BSW	Pilot MXM4	51820	\$232.44	\$3.00	\$7.00	\$242.44	\$4.50	\$0.00	\$12.00	\$258.94
P265/45R18 101V	BSW	Pilot MXM4	39731	\$196.52	\$3.00	\$7.00	\$206.52	\$4.50	\$0.00	\$12.00	\$223.02
245/40R18 93V	BSW	Pilot MXM4	00895	\$221.87	\$3.00	\$7.00	\$231.87	\$4.50	\$0.00	\$12.00	\$248.37
245-680R460A 102V	BSW	Pilot MXM4	97209	\$298.51	\$3.00	\$7.00	\$308.51	\$4.50	\$0.00	\$12.00	\$325.01
P235/45R18 94V	BSW	Pilot MXM4	18075	\$231.22	\$3.00	\$7.00	\$241.22	\$4.50	\$0.00	\$12.00	\$257.72
245/40R20 95Y	BSW	Pilot Primacy	63381	\$278.93	\$3.00	\$7.00	\$288.93	\$4.50	\$0.00	\$12.00	\$305.43
245/45R19 98Y	BSW	Pilot Primacy	81665	\$223.67	\$3.00	\$7.00	\$233.67	\$4.50	\$0.00	\$12.00	\$250.17
245/50R18 100W	BSW	Pilot Primacy	64765	\$264.49	\$3.00	\$7.00	\$274.49	\$4.50	\$0.00	\$12.00	\$290.99
275/35R20 98Y	BSW	Pilot Primacy	91635	\$279.62	\$3.00	\$7.00	\$289.62	\$4.50	\$0.00	\$12.00	\$306.12
275/40R19 101Y	BSW	Pilot Primacy	92522	\$276.86	\$3.00	\$7.00	\$286.86	\$4.50	\$0.00	\$12.00	\$303.36
265-790R540A 111W	BSW	Pilot Primacy	88538	\$409.74	\$3.00	\$7.00	\$419.74	\$4.50	\$0.00	\$12.00	\$436.24
P275/35R18 87(Y)	BSW	Pilot Sport	42196	\$255.03	\$3.00	\$7.00	\$265.03	\$4.50	\$0.00	\$12.00	\$281.53
P345/30ZR19 (98Y)	BSW	Pilot Sport	95380	\$380.46	\$3.00	\$7.00	\$390.46	\$4.50	\$0.00	\$12.00	\$406.96
215/45R17 XL 91W	BSW	Pilot Sport 3	54898	\$149.87	\$3.00	\$7.00	\$159.87	\$4.50	\$0.00	\$12.00	\$176.37
235/40R18 XL 95W	BSW	Pilot Sport 3	83533	\$203.39	\$3.00	\$7.00	\$213.39	\$4.50	\$0.00	\$12.00	\$229.89
235/40ZR18 XL 95Y	BSW	Pilot Sport 3	21773	\$213.85	\$3.00	\$7.00	\$223.85	\$4.50	\$0.00	\$12.00	\$240.35
245/40R18 93Y	BSW	Pilot Sport 3	18120	\$235.73	\$3.00	\$7.00	\$245.73	\$4.50	\$0.00	\$12.00	\$262.23
245/40R18 XL 97Y	BSW	Pilot Sport 3	29964	\$253.48	\$3.00	\$7.00	\$263.48	\$4.50	\$0.00	\$12.00	\$279.98

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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245/45R19 XL 102Y	BSW	Pilot Sport 3	20232	\$278.82	\$3.00	\$7.00	\$288.82	\$4.50	\$0.00	\$12.00	\$305.32
255/35R19 XL 96(Y)	BSW	Pilot Sport 3	02241	\$297.83	\$3.00	\$7.00	\$307.83	\$4.50	\$0.00	\$12.00	\$324.33
255/35R19 XL 96Y	BSW	Pilot Sport 3	02262	\$332.87	\$3.00	\$7.00	\$342.87	\$4.50	\$0.00	\$12.00	\$359.37
255/40R18 XL 99(Y)	BSW	Pilot Sport 3	71948	\$270.41	\$3.00	\$7.00	\$280.41	\$4.50	\$0.00	\$12.00	\$296.91
275/40R19 101Y	BSW	Pilot Sport 3	38194	\$306.76	\$3.00	\$7.00	\$316.76	\$4.50	\$0.00	\$12.00	\$333.26
285/30R20 XL 99(Y)	BSW	Pilot Sport 3	60610	\$330.59	\$3.00	\$7.00	\$340.59	\$4.50	\$0.00	\$12.00	\$357.09
285/35R18 XL 101(Y)	BSW	Pilot Sport 3	13905	\$283.93	\$3.00	\$7.00	\$293.93	\$4.50	\$0.00	\$12.00	\$310.43
175/65R15 84H	BSW	Pilot Sport A/S 3	01932	\$71.87	\$3.00	\$7.00	\$81.87	\$4.50	\$0.00	\$12.00	\$98.37
195/45R16 XL 84V	BSW	Pilot Sport A/S 3	85806	\$95.88	\$3.00	\$7.00	\$105.88	\$4.50	\$0.00	\$12.00	\$122.38
195/55R16 87V	BSW	Pilot Sport A/S 3	80112	\$99.32	\$3.00	\$7.00	\$109.32	\$4.50	\$0.00	\$12.00	\$125.82
205/40R17 XL 84V	BSW	Pilot Sport A/S 3	96862	\$101.00	\$3.00	\$7.00	\$111.00	\$4.50	\$0.00	\$12.00	\$127.50
205/40ZR18 XL 86W	BSW	Pilot Sport A/S 3	24911	\$126.44	\$3.00	\$7.00	\$136.44	\$4.50	\$0.00	\$12.00	\$152.94
205/45R17 84V	BSW	Pilot Sport A/S 3	80877	\$104.64	\$3.00	\$7.00	\$114.64	\$4.50	\$0.00	\$12.00	\$131.14
205/45R17 84W	BSW	Pilot Sport A/S 3	39279	\$116.37	\$3.00	\$7.00	\$126.37	\$4.50	\$0.00	\$12.00	\$142.87
205/50R16 87V	BSW	Pilot Sport A/S 3	76335	\$103.85	\$3.00	\$7.00	\$113.85	\$4.50	\$0.00	\$12.00	\$130.35
205/50R17 XL 93V	BSW	Pilot Sport A/S 3	56978	\$110.44	\$3.00	\$7.00	\$120.44	\$4.50	\$0.00	\$12.00	\$136.94
205/50R17 XL 93Y	BSW	Pilot Sport A/S 3	29971	\$122.18	\$3.00	\$7.00	\$132.18	\$4.50	\$0.00	\$12.00	\$148.68
205/55R16 91H	BSW	Pilot Sport A/S 3	14151	\$92.71	\$3.00	\$7.00	\$102.71	\$4.50	\$0.00	\$12.00	\$119.21
205/55R16 91V	BSW	Pilot Sport A/S 3	36019	\$92.71	\$3.00	\$7.00	\$102.71	\$4.50	\$0.00	\$12.00	\$119.21
205/55R16 91Y	BSW	Pilot Sport A/S 3	53318	\$102.64	\$3.00	\$7.00	\$112.64	\$4.50	\$0.00	\$12.00	\$129.14
215/40R18 85Y	BSW	Pilot Sport A/S 3	37455	\$133.09	\$3.00	\$7.00	\$143.09	\$4.50	\$0.00	\$12.00	\$159.59
215/45R17 87V	BSW	Pilot Sport A/S 3	09835	\$104.87	\$3.00	\$7.00	\$114.87	\$4.50	\$0.00	\$12.00	\$131.37
215/45R17 XL 91W	BSW	Pilot Sport A/S 3	06135	\$126.01	\$3.00	\$7.00	\$136.01	\$4.50	\$0.00	\$12.00	\$152.51
215/45R18 XL 93V	BSW	Pilot Sport A/S 3	41281	\$133.11	\$3.00	\$7.00	\$143.11	\$4.50	\$0.00	\$12.00	\$159.61
215/45R18 XL 93Y	BSW	Pilot Sport A/S 3	14320	\$139.24	\$3.00	\$7.00	\$149.24	\$4.50	\$0.00	\$12.00	\$165.74
215/50R17 XL 95W	BSW	Pilot Sport A/S 3	61225	\$132.13	\$3.00	\$7.00	\$142.13	\$4.50	\$0.00	\$12.00	\$158.63
215/55R16 XL 97V	BSW	Pilot Sport A/S 3	08324	\$97.12	\$3.00	\$7.00	\$107.12	\$4.50	\$0.00	\$12.00	\$123.62
225/35R19 XL 88Y	BSW	Pilot Sport A/S 3	17546	\$166.27	\$3.00	\$7.00	\$176.27	\$4.50	\$0.00	\$12.00	\$192.77
225/40R18 XL 92Y	BSW	Pilot Sport A/S 3	27919	\$139.68	\$3.00	\$7.00	\$149.68	\$4.50	\$0.00	\$12.00	\$166.18
225/45R17 91V	BSW	Pilot Sport A/S 3	82204	\$108.69	\$3.00	\$7.00	\$118.69	\$4.50	\$0.00	\$12.00	\$135.19
225/45R17 91Y	BSW	Pilot Sport A/S 3	17570	\$120.52	\$3.00	\$7.00	\$130.52	\$4.50	\$0.00	\$12.00	\$147.02
225/45R18 91V	BSW	Pilot Sport A/S 3	14469	\$142.42	\$3.00	\$7.00	\$152.42	\$4.50	\$0.00	\$12.00	\$168.92

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/45R19 XL 96W	BSW	Pilot Sport A/S 3	27217	\$188.75	\$3.00	\$7.00	\$198.75	\$4.50	\$0.00	\$12.00	\$215.25
225/45ZR18 XL 95Y	BSW	Pilot Sport A/S 3	08294	\$153.24	\$3.00	\$7.00	\$163.24	\$4.50	\$0.00	\$12.00	\$179.74
225/50R16 92Y	BSW	Pilot Sport A/S 3	00672	\$110.02	\$3.00	\$7.00	\$120.02	\$4.50	\$0.00	\$12.00	\$136.52
225/50R17 94V	BSW	Pilot Sport A/S 3	20664	\$119.41	\$3.00	\$7.00	\$129.41	\$4.50	\$0.00	\$12.00	\$145.91
225/50R17 94W	BSW	Pilot Sport A/S 3	92070	\$135.19	\$3.00	\$7.00	\$145.19	\$4.50	\$0.00	\$12.00	\$161.69
225/50R18 95V	BSW	Pilot Sport A/S 3	06863	\$118.22	\$3.00	\$7.00	\$128.22	\$4.50	\$0.00	\$12.00	\$144.72
225/50R18 95W	BSW	Pilot Sport A/S 3	26586	\$135.58	\$3.00	\$7.00	\$145.58	\$4.50	\$0.00	\$12.00	\$162.08
225/55R17 97V	BSW	Pilot Sport A/S 3	10363	\$128.36	\$3.00	\$7.00	\$138.36	\$4.50	\$0.00	\$12.00	\$154.86
235/40R18 XL 95H	BSW	Pilot Sport A/S 3	31894	\$141.36	\$3.00	\$7.00	\$151.36	\$4.50	\$0.00	\$12.00	\$167.86
235/40R18 XL 95Y	BSW	Pilot Sport A/S 3	33978	\$155.66	\$3.00	\$7.00	\$165.66	\$4.50	\$0.00	\$12.00	\$182.16
235/45R17 94V	BSW	Pilot Sport A/S 3	08598	\$124.46	\$3.00	\$7.00	\$134.46	\$4.50	\$0.00	\$12.00	\$150.96
235/45R17 94Y	BSW	Pilot Sport A/S 3	25561	\$134.18	\$3.00	\$7.00	\$144.18	\$4.50	\$0.00	\$12.00	\$160.68
235/45R18 94V	BSW	Pilot Sport A/S 3	31032	\$154.60	\$3.00	\$7.00	\$164.60	\$4.50	\$0.00	\$12.00	\$181.10
235/50R17 96Y	BSW	Pilot Sport A/S 3	11929	\$142.52	\$3.00	\$7.00	\$152.52	\$4.50	\$0.00	\$12.00	\$169.02
235/50R18 97V	BSW	Pilot Sport A/S 3	45086	\$152.28	\$3.00	\$7.00	\$162.28	\$4.50	\$0.00	\$12.00	\$178.78
235/50R18 97Y	BSW	Pilot Sport A/S 3	82568	\$160.26	\$3.00	\$7.00	\$170.26	\$4.50	\$0.00	\$12.00	\$186.76
235/55R17 99W	BSW	Pilot Sport A/S 3	04943	\$143.75	\$3.00	\$7.00	\$153.75	\$4.50	\$0.00	\$12.00	\$170.25
235/55R18 100V	BSW	Pilot Sport A/S 3	54760	\$153.29	\$3.00	\$7.00	\$163.29	\$4.50	\$0.00	\$12.00	\$179.79
245/35R18 XL 92Y	BSW	Pilot Sport A/S 3	18854	\$163.43	\$3.00	\$7.00	\$173.43	\$4.50	\$0.00	\$12.00	\$189.93
245/35R19 XL 93Y	BSW	Pilot Sport A/S 3	06553	\$192.29	\$3.00	\$7.00	\$202.29	\$4.50	\$0.00	\$12.00	\$218.79
245/40R17 91Y	BSW	Pilot Sport A/S 3	07813	\$146.23	\$3.00	\$7.00	\$156.23	\$4.50	\$0.00	\$12.00	\$172.73
245/40R18 XL 97H	BSW	Pilot Sport A/S 3	06230	\$159.74	\$3.00	\$7.00	\$169.74	\$4.50	\$0.00	\$12.00	\$186.24
245/40R18 XL 97V	BSW	Pilot Sport A/S 3	28713	\$159.41	\$3.00	\$7.00	\$169.41	\$4.50	\$0.00	\$12.00	\$185.91
245/40R18 XL 97Y	BSW	Pilot Sport A/S 3	09579	\$169.33	\$3.00	\$7.00	\$179.33	\$4.50	\$0.00	\$12.00	\$195.83
245/40R19 94V	BSW	Pilot Sport A/S 3	23365	\$183.76	\$3.00	\$7.00	\$193.76	\$4.50	\$0.00	\$12.00	\$210.26
245/40R19 XL 98Y	BSW	Pilot Sport A/S 3	28000	\$198.86	\$3.00	\$7.00	\$208.86	\$4.50	\$0.00	\$12.00	\$225.36
245/45R17 XL 99V	BSW	Pilot Sport A/S 3	20456	\$126.95	\$3.00	\$7.00	\$136.95	\$4.50	\$0.00	\$12.00	\$153.45
245/45R17 XL 99Y	BSW	Pilot Sport A/S 3	31651	\$141.51	\$3.00	\$7.00	\$151.51	\$4.50	\$0.00	\$12.00	\$168.01
245/45R18 96V	BSW	Pilot Sport A/S 3	14201	\$149.26	\$3.00	\$7.00	\$159.26	\$4.50	\$0.00	\$12.00	\$175.76
245/45R18 XL 100Y	BSW	Pilot Sport A/S 3	65520	\$164.00	\$3.00	\$7.00	\$174.00	\$4.50	\$0.00	\$12.00	\$190.50
245/45R19 98Y	BSW	Pilot Sport A/S 3	92063	\$191.38	\$3.00	\$7.00	\$201.38	\$4.50	\$0.00	\$12.00	\$217.88
245/45R20 99V	BSW	Pilot Sport A/S 3	08029	\$210.41	\$3.00	\$7.00	\$220.41	\$4.50	\$0.00	\$12.00	\$236.91

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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245/45R20 XL 103Y	BSW	Pilot Sport A/S 3	04443	\$225.89	\$3.00	\$7.00	\$235.89	\$4.50	\$0.00	\$12.00	\$252.39
245/50R19 XL 105W	BSW	Pilot Sport A/S 3	59649	\$168.21	\$3.00	\$7.00	\$178.21	\$4.50	\$0.00	\$12.00	\$194.71
255/35R18 XL 94Y	BSW	Pilot Sport A/S 3	25496	\$183.70	\$3.00	\$7.00	\$193.70	\$4.50	\$0.00	\$12.00	\$210.20
255/35R19 XL 96Y	BSW	Pilot Sport A/S 3	61808	\$201.33	\$3.00	\$7.00	\$211.33	\$4.50	\$0.00	\$12.00	\$227.83
255/35R20 XL 97Y	BSW	Pilot Sport A/S 3	14012	\$188.64	\$3.00	\$7.00	\$198.64	\$4.50	\$0.00	\$12.00	\$215.14
255/40R17 94V	BSW	Pilot Sport A/S 3	14799	\$130.75	\$3.00	\$7.00	\$140.75	\$4.50	\$0.00	\$12.00	\$157.25
255/40R17 94Y	BSW	Pilot Sport A/S 3	26656	\$139.40	\$3.00	\$7.00	\$149.40	\$4.50	\$0.00	\$12.00	\$165.90
255/40R18 95Y	BSW	Pilot Sport A/S 3	69667	\$178.87	\$3.00	\$7.00	\$188.87	\$4.50	\$0.00	\$12.00	\$205.37
255/40R19 XL 100Y	BSW	Pilot Sport A/S 3	28342	\$221.37	\$3.00	\$7.00	\$231.37	\$4.50	\$0.00	\$12.00	\$247.87
255/45R18 99Y	BSW	Pilot Sport A/S 3	03550	\$170.85	\$3.00	\$7.00	\$180.85	\$4.50	\$0.00	\$12.00	\$197.35
255/45R19 100Y	BSW	Pilot Sport A/S 3	66882	\$236.87	\$3.00	\$7.00	\$246.87	\$4.50	\$0.00	\$12.00	\$263.37
255/45R20 101Y	BSW	Pilot Sport A/S 3	14554	\$199.45	\$3.00	\$7.00	\$209.45	\$4.50	\$0.00	\$12.00	\$225.95
265/35R18 XL 97Y	BSW	Pilot Sport A/S 3	06526	\$178.91	\$3.00	\$7.00	\$188.91	\$4.50	\$0.00	\$12.00	\$205.41
265/35R19 XL 98Y	BSW	Pilot Sport A/S 3	77348	\$260.55	\$3.00	\$7.00	\$270.55	\$4.50	\$0.00	\$12.00	\$287.05
265/40ZR19 98W	BSW	Pilot Sport A/S 3	98678	\$286.61	\$3.00	\$7.00	\$296.61	\$4.50	\$0.00	\$12.00	\$313.11
275/30R19 XL 96Y	BSW	Pilot Sport A/S 3	15440	\$221.85	\$3.00	\$7.00	\$231.85	\$4.50	\$0.00	\$12.00	\$248.35
275/35R18 95Y	BSW	Pilot Sport A/S 3	22266	\$198.07	\$3.00	\$7.00	\$208.07	\$4.50	\$0.00	\$12.00	\$224.57
275/35R19 96Y	BSW	Pilot Sport A/S 3	03900	\$229.35	\$3.00	\$7.00	\$239.35	\$4.50	\$0.00	\$12.00	\$255.85
275/35R20 XL 102Y	BSW	Pilot Sport A/S 3	70557	\$226.13	\$3.00	\$7.00	\$236.13	\$4.50	\$0.00	\$12.00	\$252.63
275/40R18 99Y	BSW	Pilot Sport A/S 3	62312	\$205.83	\$3.00	\$7.00	\$215.83	\$4.50	\$0.00	\$12.00	\$232.33
275/40R19 101Y	BSW	Pilot Sport A/S 3	83398	\$233.18	\$3.00	\$7.00	\$243.18	\$4.50	\$0.00	\$12.00	\$259.68
285/30R19 XL 98Y	BSW	Pilot Sport A/S 3	05852	\$246.42	\$3.00	\$7.00	\$256.42	\$4.50	\$0.00	\$12.00	\$272.92
285/30R20 XL 99Y	BSW	Pilot Sport A/S 3	05258	\$239.46	\$3.00	\$7.00	\$249.46	\$4.50	\$0.00	\$12.00	\$265.96
285/35R18 97Y	BSW	Pilot Sport A/S 3	14216	\$209.90	\$3.00	\$7.00	\$219.90	\$4.50	\$0.00	\$12.00	\$236.40
285/35R19 XL 103Y	BSW	Pilot Sport A/S 3	89020	\$249.81	\$3.00	\$7.00	\$259.81	\$4.50	\$0.00	\$12.00	\$276.31
285/35R20 100W	BSW	Pilot Sport A/S 3	14223	\$241.85	\$3.00	\$7.00	\$251.85	\$4.50	\$0.00	\$12.00	\$268.35
285/40R18 101Y	BSW	Pilot Sport A/S 3	83327	\$217.36	\$3.00	\$7.00	\$227.36	\$4.50	\$0.00	\$12.00	\$243.86
285/40ZR19 103Y	BSW	Pilot Sport A/S 3	33229	\$267.31	\$3.00	\$7.00	\$277.31	\$4.50	\$0.00	\$12.00	\$293.81
225/40R18 92H	BSW	Pilot Sport A/S 3	06636	\$128.51	\$3.00	\$7.00	\$138.51	\$4.50	\$0.00	\$12.00	\$155.01
225/40ZR19 XL 93Y	BSW	Pilot Sport A/S 3	83118	\$185.67	\$3.00	\$7.00	\$195.67	\$4.50	\$0.00	\$12.00	\$212.17
245/40R17 91V	BSW	Pilot Sport A/S 3	12835	\$123.61	\$3.00	\$7.00	\$133.61	\$4.50	\$0.00	\$12.00	\$150.11
245/40R18 93(Y)	BSW	Pilot Sport A/S Plus	39254	\$218.41	\$3.00	\$7.00	\$228.41	\$4.50	\$0.00	\$12.00	\$244.91

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245/45R17 95Y	BSW	Pilot Sport A/S Plus	15335	\$196.38	\$3.00	\$7.00	\$206.38	\$4.50	\$0.00	\$12.00	\$222.88
245/45ZR17 95Y	BSW	Pilot Sport A/S Plus	35345	\$168.21	\$3.00	\$7.00	\$178.21	\$4.50	\$0.00	\$12.00	\$194.71
255/40R20 XL 101V	BSW	Pilot Sport A/S Plus	27285	\$297.85	\$3.00	\$7.00	\$307.85	\$4.50	\$0.00	\$12.00	\$324.35
255/45R19 100V	BSW	Pilot Sport A/S Plus	02575	\$266.45	\$3.00	\$7.00	\$276.45	\$4.50	\$0.00	\$12.00	\$292.95
275/40R18 99Y	BSW	Pilot Sport A/S Plus	37542	\$251.16	\$3.00	\$7.00	\$261.16	\$4.50	\$0.00	\$12.00	\$277.66
285/35R19 99(Y)	BSW	Pilot Sport A/S Plus	10331	\$282.47	\$3.00	\$7.00	\$292.47	\$4.50	\$0.00	\$12.00	\$308.97
285/40R19 103V	BSW	Pilot Sport A/S Plus	53076	\$352.13	\$3.00	\$7.00	\$362.13	\$4.50	\$0.00	\$12.00	\$378.63
295/35R20 XL 105V	BSW	Pilot Sport A/S Plus	46391	\$349.02	\$3.00	\$7.00	\$359.02	\$4.50	\$0.00	\$12.00	\$375.52
225/45ZR17 91Y	BSW	Pilot Sport A/S Plus	10631	\$144.22	\$3.00	\$7.00	\$154.22	\$4.50	\$0.00	\$12.00	\$170.72
225/45ZR18 XL 95Y	BSW	Pilot Sport A/S Plus	25797	\$156.06	\$3.00	\$7.00	\$166.06	\$4.50	\$0.00	\$12.00	\$182.56
225/50ZR16 92Y	BSW	Pilot Sport A/S Plus	39214	\$130.74	\$3.00	\$7.00	\$140.74	\$4.50	\$0.00	\$12.00	\$157.24
245/40ZR17 91Y	BSW	Pilot Sport A/S Plus	15981	\$150.74	\$3.00	\$7.00	\$160.74	\$4.50	\$0.00	\$12.00	\$177.24
255/35ZR20 XL 97Y	BSW	Pilot Sport A/S Plus	87320	\$211.58	\$3.00	\$7.00	\$221.58	\$4.50	\$0.00	\$12.00	\$238.08
255/45R19 100V	BSW	Pilot Sport A/S Plus	63039	\$259.51	\$3.00	\$7.00	\$269.51	\$4.50	\$0.00	\$12.00	\$286.01
265/30ZR22 XL 97Y	BSW	Pilot Sport A/S Plus	13829	\$343.59	\$3.00	\$7.00	\$353.59	\$4.50	\$0.00	\$12.00	\$370.09
275/35ZR19 96Y	BSW	Pilot Sport A/S Plus	21322	\$262.39	\$3.00	\$7.00	\$272.39	\$4.50	\$0.00	\$12.00	\$288.89
285/40R19 103V	BSW	Pilot Sport A/S Plus	90944	\$352.13	\$3.00	\$7.00	\$362.13	\$4.50	\$0.00	\$12.00	\$378.63
225/40ZR18 (88Y)	BSW	Pilot Sport Cup	87503	\$276.95	\$3.00	\$7.00	\$286.95	\$4.50	\$0.00	\$12.00	\$303.45
235/35ZR19 (87Y)	BSW	Pilot Sport Cup	88851	\$320.87	\$3.00	\$7.00	\$330.87	\$4.50	\$0.00	\$12.00	\$347.37
235/35ZR19 (87Y)	BSW	Pilot Sport Cup	07299	\$320.87	\$3.00	\$7.00	\$330.87	\$4.50	\$0.00	\$12.00	\$347.37
235/40ZR18 (91Y)	BSW	Pilot Sport Cup	53827	\$276.23	\$3.00	\$7.00	\$286.23	\$4.50	\$0.00	\$12.00	\$302.73
245/35ZR19 (89Y)	BSW	Pilot Sport Cup	21439	\$352.95	\$3.00	\$7.00	\$362.95	\$4.50	\$0.00	\$12.00	\$379.45
245/35ZR19 XL (93Y)	BSW	Pilot Sport Cup	94325	\$352.95	\$3.00	\$7.00	\$362.95	\$4.50	\$0.00	\$12.00	\$379.45
265/30ZR19 (89Y)	BSW	Pilot Sport Cup	65562	\$392.03	\$3.00	\$7.00	\$402.03	\$4.50	\$0.00	\$12.00	\$418.53
265/35ZR18 (93Y)	BSW	Pilot Sport Cup	60480	\$305.44	\$3.00	\$7.00	\$315.44	\$4.50	\$0.00	\$12.00	\$331.94
265/35ZR19 XL (98Y)	BSW	Pilot Sport Cup	15839	\$396.64	\$3.00	\$7.00	\$406.64	\$4.50	\$0.00	\$12.00	\$423.14
285/30ZR18	BSW	Pilot Sport Cup	81118	\$325.19	\$3.00	\$7.00	\$335.19	\$4.50	\$0.00	\$12.00	\$351.69
295/30ZR18 (94Y)	BSW	Pilot Sport Cup	80852	\$335.37	\$3.00	\$7.00	\$345.37	\$4.50	\$0.00	\$12.00	\$361.87
305/30ZR19 XL (102Y)	BSW	Pilot Sport Cup	07839	\$522.68	\$3.00	\$7.00	\$532.68	\$4.50	\$0.00	\$12.00	\$549.18
325/30ZR19 (101Y)	BSW	Pilot Sport Cup	73334	\$574.96	\$3.00	\$7.00	\$584.96	\$4.50	\$0.00	\$12.00	\$601.46
325/30ZR19 (101Y)	BSW	Pilot Sport Cup	29636	\$574.96	\$3.00	\$7.00	\$584.96	\$4.50	\$0.00	\$12.00	\$601.46
345/30ZR19 (105Y)	BSW	Pilot Sport Cup	06610	\$548.50	\$3.00	\$7.00	\$558.50	\$4.50	\$0.00	\$12.00	\$575.00

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P285/30ZR19 LL (87Y)	BSW	Pilot Sport Cup	32048	\$370.79	\$3.00	\$7.00	\$380.79	\$4.50	\$0.00	\$12.00	\$397.29
P335/25ZR20 LL (94Y)	BSW	Pilot Sport Cup	10321	\$449.87	\$3.00	\$7.00	\$459.87	\$4.50	\$0.00	\$12.00	\$476.37
265/35ZR20 (95Y)	BSW	Pilot Sport Cup 2	00793	\$417.44	\$3.00	\$7.00	\$427.44	\$4.50	\$0.00	\$12.00	\$443.94
275/35ZR19 XL (100Y)	BSW	Pilot Sport Cup 2	33112	\$358.79	\$3.00	\$7.00	\$368.79	\$4.50	\$0.00	\$12.00	\$385.29
325/30ZR20 XL (106Y)	BSW	Pilot Sport Cup 2	84035	\$443.16	\$3.00	\$7.00	\$453.16	\$4.50	\$0.00	\$12.00	\$469.66
235/35ZR19 XL (91Y)	BSW	Pilot Sport Cup 2	10927	\$324.24	\$3.00	\$7.00	\$334.24	\$4.50	\$0.00	\$12.00	\$350.74
235/35ZR19 (91Y) XL PSP	BSW	Pilot Sport Cup 2	76070	\$324.24	\$3.00	\$7.00	\$334.24	\$4.50	\$0.00	\$12.00	\$350.74
235/40ZR19 XL (96Y)	BSW	Pilot Sport Cup 2	64560	\$315.93	\$3.00	\$7.00	\$325.93	\$4.50	\$0.00	\$12.00	\$342.43
245/35ZR19 XL (93Y)	BSW	Pilot Sport Cup 2	44307	\$332.56	\$3.00	\$7.00	\$342.56	\$4.50	\$0.00	\$12.00	\$359.06
245/35ZR19 XL (93Y)	BSW	Pilot Sport Cup 2	93920	\$332.56	\$3.00	\$7.00	\$342.56	\$4.50	\$0.00	\$12.00	\$359.06
245/35ZR20 (91Y)	BSW	Pilot Sport Cup 2	85347	\$389.65	\$3.00	\$7.00	\$399.65	\$4.50	\$0.00	\$12.00	\$416.15
245/35ZR20 (91Y)	BSW	Pilot Sport Cup 2	11490	\$389.65	\$3.00	\$7.00	\$399.65	\$4.50	\$0.00	\$12.00	\$416.15
255/35ZR19 XL (96Y)	BSW	Pilot Sport Cup 2	03241	\$341.08	\$3.00	\$7.00	\$351.08	\$4.50	\$0.00	\$12.00	\$367.58
265/35ZR19 XL (98Y)	BSW	Pilot Sport Cup 2	24523	\$349.82	\$3.00	\$7.00	\$359.82	\$4.50	\$0.00	\$12.00	\$376.32
265/35ZR20 XL (99Y)XL	BSW	Pilot Sport Cup 2	76594	\$401.00	\$3.00	\$7.00	\$411.00	\$4.50	\$0.00	\$12.00	\$427.50
265/40ZR19 XL (102Y)	BSW	Pilot Sport Cup 2	70500	\$341.08	\$3.00	\$7.00	\$351.08	\$4.50	\$0.00	\$12.00	\$367.58
285/35ZR19 XL (103Y)	BSW	Pilot Sport Cup 2	66967	\$376.73	\$3.00	\$7.00	\$386.73	\$4.50	\$0.00	\$12.00	\$403.23
295/30ZR18 XL (98Y)	BSW	Pilot Sport Cup 2	12909	\$384.74	\$3.00	\$7.00	\$394.74	\$4.50	\$0.00	\$12.00	\$411.24
295/30ZR19 XL (100Y)	BSW	Pilot Sport Cup 2	03679	\$404.99	\$3.00	\$7.00	\$414.99	\$4.50	\$0.00	\$12.00	\$431.49
295/30ZR20 XL (101Y)	BSW	Pilot Sport Cup 2	60543	\$425.38	\$3.00	\$7.00	\$435.38	\$4.50	\$0.00	\$12.00	\$451.88
305/30ZR19 XL (102Y)	BSW	Pilot Sport Cup 2	24727	\$425.24	\$3.00	\$7.00	\$435.24	\$4.50	\$0.00	\$12.00	\$451.74
305/30ZR19 XL (102Y)	BSW	Pilot Sport Cup 2	15090	\$425.24	\$3.00	\$7.00	\$435.24	\$4.50	\$0.00	\$12.00	\$451.74
305/30ZR20 XL (103Y)	BSW	Pilot Sport Cup 2	96057	\$426.72	\$3.00	\$7.00	\$436.72	\$4.50	\$0.00	\$12.00	\$453.22
305/30ZR20 XL (103Y)	BSW	Pilot Sport Cup 2	08148	\$426.72	\$3.00	\$7.00	\$436.72	\$4.50	\$0.00	\$12.00	\$453.22
325/30ZR19 XL (105Y)	BSW	Pilot Sport Cup 2	12750	\$457.13	\$3.00	\$7.00	\$467.13	\$4.50	\$0.00	\$12.00	\$483.63
325/30ZR19 XL (105Y)	BSW	Pilot Sport Cup 2	19695	\$457.13	\$3.00	\$7.00	\$467.13	\$4.50	\$0.00	\$12.00	\$483.63
325/30ZR21 (104Y)	BSW	Pilot Sport Cup 2	97351	\$554.39	\$3.00	\$7.00	\$564.39	\$4.50	\$0.00	\$12.00	\$580.89
325/30ZR21 XL (108Y)	BSW	Pilot Sport Cup 2	15022	\$472.12	\$3.00	\$7.00	\$482.12	\$4.50	\$0.00	\$12.00	\$498.62
345/30ZR20 (106Y)	BSW	Pilot Sport Cup 2	26204	\$476.40	\$3.00	\$7.00	\$486.40	\$4.50	\$0.00	\$12.00	\$502.90
205/50R17 89(Y)	BSW	Pilot Sport PS2	18655	\$161.74	\$3.00	\$7.00	\$171.74	\$4.50	\$0.00	\$12.00	\$188.24
205/55R17 91Y	BSW	Pilot Sport PS2	63022	\$157.80	\$3.00	\$7.00	\$167.80	\$4.50	\$0.00	\$12.00	\$184.30
225/35R19 XL 88(Y)	BSW	Pilot Sport PS2	01495	\$268.00	\$3.00	\$7.00	\$278.00	\$4.50	\$0.00	\$12.00	\$294.50

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/40R18 88(Y)	BSW	Pilot Sport PS2	26029	\$218.82	\$3.00	\$7.00	\$228.82	\$4.50	\$0.00	\$12.00	\$245.32
225/40R18 88W	BSW	Pilot Sport PS2	28579	\$245.56	\$3.00	\$7.00	\$255.56	\$4.50	\$0.00	\$12.00	\$272.06
225/40R18 88Y	BSW	Pilot Sport PS2	84568	\$262.00	\$3.00	\$7.00	\$272.00	\$4.50	\$0.00	\$12.00	\$288.50
225/40R18 XL 92Y	BSW	Pilot Sport PS2	04926	\$218.82	\$3.00	\$7.00	\$228.82	\$4.50	\$0.00	\$12.00	\$245.32
225/40R19 XL 93Y	BSW	Pilot Sport PS2	03912	\$294.57	\$3.00	\$7.00	\$304.57	\$4.50	\$0.00	\$12.00	\$321.07
225/45R17 91(Y)	BSW	Pilot Sport PS2	92044	\$160.29	\$3.00	\$7.00	\$170.29	\$4.50	\$0.00	\$12.00	\$186.79
225/45R17 91Y	BSW	Pilot Sport PS2	83653	\$196.88	\$3.00	\$7.00	\$206.88	\$4.50	\$0.00	\$12.00	\$223.38
225/45R18 XL 95Y	BSW	Pilot Sport PS2	38861	\$198.28	\$3.00	\$7.00	\$208.28	\$4.50	\$0.00	\$12.00	\$224.78
235/35R19 87(Y)	BSW	Pilot Sport PS2	77878	\$275.77	\$3.00	\$7.00	\$285.77	\$4.50	\$0.00	\$12.00	\$302.27
235/40R18 91(Y)	BSW	Pilot Sport PS2	13469	\$225.25	\$3.00	\$7.00	\$235.25	\$4.50	\$0.00	\$12.00	\$251.75
235/50R17 96Y	BSW	Pilot Sport PS2	52497	\$189.86	\$3.00	\$7.00	\$199.86	\$4.50	\$0.00	\$12.00	\$216.36
245/35R18 XL 92Y	BSW	Pilot Sport PS2	92789	\$283.63	\$3.00	\$7.00	\$293.63	\$4.50	\$0.00	\$12.00	\$310.13
245/35R19 XL 93(Y)	BSW	Pilot Sport PS2	12666	\$311.95	\$3.00	\$7.00	\$321.95	\$4.50	\$0.00	\$12.00	\$338.45
245/35R21 XL 96(Y)	BSW	Pilot Sport PS2	80085	\$433.18	\$3.00	\$7.00	\$443.18	\$4.50	\$0.00	\$12.00	\$459.68
245/40R18 93(Y)	BSW	Pilot Sport PS2	21820	\$254.14	\$3.00	\$7.00	\$264.14	\$4.50	\$0.00	\$12.00	\$280.64
245/40R18 93(Y)	BSW	Pilot Sport PS2	78337	\$254.14	\$3.00	\$7.00	\$264.14	\$4.50	\$0.00	\$12.00	\$280.64
245/40R18 93Y	BSW	Pilot Sport PS2	78156	\$263.17	\$3.00	\$7.00	\$273.17	\$4.50	\$0.00	\$12.00	\$289.67
245/40R19 94(Y)	BSW	Pilot Sport PS2	00736	\$279.99	\$3.00	\$7.00	\$289.99	\$4.50	\$0.00	\$12.00	\$306.49
245/45R17 95Y	BSW	Pilot Sport PS2	87984	\$232.90	\$3.00	\$7.00	\$242.90	\$4.50	\$0.00	\$12.00	\$259.40
255/30R22 XL 95(Y)	BSW	Pilot Sport PS2	68038	\$391.60	\$3.00	\$7.00	\$401.60	\$4.50	\$0.00	\$12.00	\$418.10
255/35R18 90W	BSW	Pilot Sport PS2	01887	\$317.35	\$3.00	\$7.00	\$327.35	\$4.50	\$0.00	\$12.00	\$343.85
255/35R18 90Y	BSW	Pilot Sport PS2	15999	\$351.79	\$3.00	\$7.00	\$361.79	\$4.50	\$0.00	\$12.00	\$378.29
255/35R19 XL 96Y	BSW	Pilot Sport PS2	19229	\$317.02	\$3.00	\$7.00	\$327.02	\$4.50	\$0.00	\$12.00	\$343.52
255/40R17 94(Y)	BSW	Pilot Sport PS2	11435	\$217.71	\$3.00	\$7.00	\$227.71	\$4.50	\$0.00	\$12.00	\$244.21
255/40R18 XL 99(Y)	BSW	Pilot Sport PS2	01715	\$273.88	\$3.00	\$7.00	\$283.88	\$4.50	\$0.00	\$12.00	\$300.38
255/40R19 96(Y)	BSW	Pilot Sport PS2	08752	\$328.83	\$3.00	\$7.00	\$338.83	\$4.50	\$0.00	\$12.00	\$355.33
255/40R19 96(Y)	BSW	Pilot Sport PS2	34717	\$328.83	\$3.00	\$7.00	\$338.83	\$4.50	\$0.00	\$12.00	\$355.33
255/40R19 XL 100Y	BSW	Pilot Sport PS2	99279	\$339.47	\$3.00	\$7.00	\$349.47	\$4.50	\$0.00	\$12.00	\$365.97
255/40R20 XL 101(Y)	BSW	Pilot Sport PS2	02047	\$404.75	\$3.00	\$7.00	\$414.75	\$4.50	\$0.00	\$12.00	\$431.25
255/45R19 100(Y)	BSW	Pilot Sport PS2	17107	\$339.47	\$3.00	\$7.00	\$349.47	\$4.50	\$0.00	\$12.00	\$365.97
265/30R20 XL 94(Y)	BSW	Pilot Sport PS2	74413	\$488.67	\$3.00	\$7.00	\$498.67	\$4.50	\$0.00	\$12.00	\$515.17
265/35R18 93(Y)	BSW	Pilot Sport PS2	33477	\$294.73	\$3.00	\$7.00	\$304.73	\$4.50	\$0.00	\$12.00	\$321.23

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265/35R19 94(Y)	BSW	Pilot Sport PS2	19599	\$347.56	\$3.00	\$7.00	\$357.56	\$4.50	\$0.00	\$12.00	\$374.06
265/35R19 XL 98(Y)	BSW	Pilot Sport PS2	27673	\$338.43	\$3.00	\$7.00	\$348.43	\$4.50	\$0.00	\$12.00	\$364.93
265/35R21 XL 101(Y)	BSW	Pilot Sport PS2	16584	\$447.32	\$3.00	\$7.00	\$457.32	\$4.50	\$0.00	\$12.00	\$473.82
265/40R17 96Y	BSW	Pilot Sport PS2	44359	\$237.87	\$3.00	\$7.00	\$247.87	\$4.50	\$0.00	\$12.00	\$264.37
265/40R18 97(Y)	BSW	Pilot Sport PS2	25785	\$288.09	\$3.00	\$7.00	\$298.09	\$4.50	\$0.00	\$12.00	\$314.59
265/40R18 XL 101(Y)	BSW	Pilot Sport PS2	26341	\$269.12	\$3.00	\$7.00	\$279.12	\$4.50	\$0.00	\$12.00	\$295.62
275/35R18 95(Y)	BSW	Pilot Sport PS2	84530	\$317.20	\$3.00	\$7.00	\$327.20	\$4.50	\$0.00	\$12.00	\$343.70
275/35R18 95Y	BSW	Pilot Sport PS2	32611	\$377.08	\$3.00	\$7.00	\$387.08	\$4.50	\$0.00	\$12.00	\$403.58
275/35R19 XL 100(Y)	BSW	Pilot Sport PS2	06092	\$330.33	\$3.00	\$7.00	\$340.33	\$4.50	\$0.00	\$12.00	\$356.83
275/40R17 98(Y)	BSW	Pilot Sport PS2	39119	\$266.14	\$3.00	\$7.00	\$276.14	\$4.50	\$0.00	\$12.00	\$292.64
275/40R18 99(Y)	BSW	Pilot Sport PS2	88869	\$297.70	\$3.00	\$7.00	\$307.70	\$4.50	\$0.00	\$12.00	\$324.20
275/40R18 99Y	BSW	Pilot Sport PS2	18205	\$308.65	\$3.00	\$7.00	\$318.65	\$4.50	\$0.00	\$12.00	\$335.15
275/40R19 101Y	BSW	Pilot Sport PS2	00813	\$373.26	\$3.00	\$7.00	\$383.26	\$4.50	\$0.00	\$12.00	\$399.76
275/45R20 XL 110Y	BSW	Pilot Sport PS2	36773	\$321.70	\$3.00	\$7.00	\$331.70	\$4.50	\$0.00	\$12.00	\$348.20
285/30R18 93(Y)	BSW	Pilot Sport PS2	38273	\$355.98	\$3.00	\$7.00	\$365.98	\$4.50	\$0.00	\$12.00	\$382.48
285/35R19 99(Y)	BSW	Pilot Sport PS2	05159	\$404.62	\$3.00	\$7.00	\$414.62	\$4.50	\$0.00	\$12.00	\$431.12
285/35R19 99(Y)	BSW	Pilot Sport PS2	46032	\$383.21	\$3.00	\$7.00	\$393.21	\$4.50	\$0.00	\$12.00	\$409.71
285/35R19 99Y	BSW	Pilot Sport PS2	07893	\$481.02	\$3.00	\$7.00	\$491.02	\$4.50	\$0.00	\$12.00	\$507.52
285/40R19 103(Y)	BSW	Pilot Sport PS2	00826	\$395.06	\$3.00	\$7.00	\$405.06	\$4.50	\$0.00	\$12.00	\$421.56
285/40R19 103(Y)	BSW	Pilot Sport PS2	29722	\$385.18	\$3.00	\$7.00	\$395.18	\$4.50	\$0.00	\$12.00	\$411.68
295/25R22 XL 97(Y)	BSW	Pilot Sport PS2	83945	\$410.98	\$3.00	\$7.00	\$420.98	\$4.50	\$0.00	\$12.00	\$437.48
295/30R18 XL 98(Y)	BSW	Pilot Sport PS2	39489	\$379.71	\$3.00	\$7.00	\$389.71	\$4.50	\$0.00	\$12.00	\$406.21
295/30R18 XL 98(Y)	BSW	Pilot Sport PS2	24923	\$379.71	\$3.00	\$7.00	\$389.71	\$4.50	\$0.00	\$12.00	\$406.21
295/30R19 XL 100(Y)	BSW	Pilot Sport PS2	62471	\$415.62	\$3.00	\$7.00	\$425.62	\$4.50	\$0.00	\$12.00	\$442.12
295/35R18 99(Y)	BSW	Pilot Sport PS2	05271	\$361.59	\$3.00	\$7.00	\$371.59	\$4.50	\$0.00	\$12.00	\$388.09
295/35R18 99(Y)	BSW	Pilot Sport PS2	43008	\$361.59	\$3.00	\$7.00	\$371.59	\$4.50	\$0.00	\$12.00	\$388.09
295/35R20 XL 105(Y)	BSW	Pilot Sport PS2	71379	\$417.14	\$3.00	\$7.00	\$427.14	\$4.50	\$0.00	\$12.00	\$443.64
305/25R20 XL 97(Y)	BSW	Pilot Sport PS2	35951	\$364.95	\$3.00	\$7.00	\$374.95	\$4.50	\$0.00	\$12.00	\$391.45
305/30R19 XL 102(Y)	BSW	Pilot Sport PS2	41526	\$435.60	\$3.00	\$7.00	\$445.60	\$4.50	\$0.00	\$12.00	\$462.10
305/35R20 104(Y)	BSW	Pilot Sport PS2	32857	\$375.90	\$3.00	\$7.00	\$385.90	\$4.50	\$0.00	\$12.00	\$402.40
315/25R19 XL 98(Y)	BSW	Pilot Sport PS2	89776	\$496.85	\$3.00	\$7.00	\$506.85	\$4.50	\$0.00	\$12.00	\$523.35
315/30R18 98(Y)	BSW	Pilot Sport PS2	09883	\$412.57	\$3.00	\$7.00	\$422.57	\$4.50	\$0.00	\$12.00	\$439.07

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
335/30R18 102(Y)	BSW	Pilot Sport PS2	23030	\$410.03	\$3.00	\$7.00	\$420.03	\$4.50	\$0.00	\$12.00	\$436.53
335/35R17 106(Y)	BSW	Pilot Sport PS2	36717	\$398.40	\$3.00	\$7.00	\$408.40	\$4.50	\$0.00	\$12.00	\$424.90
345/30R19 105(Y)	BSW	Pilot Sport PS2	33625	\$447.27	\$3.00	\$7.00	\$457.27	\$4.50	\$0.00	\$12.00	\$473.77
P275/35R18 LL 87(Y)	BSW	Pilot Sport PS2	43657	\$377.08	\$3.00	\$7.00	\$387.08	\$4.50	\$0.00	\$12.00	\$403.58
P285/30R19 LL 87(Y)	BSW	Pilot Sport PS2	13913	\$475.32	\$3.00	\$7.00	\$485.32	\$4.50	\$0.00	\$12.00	\$501.82
P325/30R19 LL 94(Y)	BSW	Pilot Sport PS2	15925	\$506.23	\$3.00	\$7.00	\$516.23	\$4.50	\$0.00	\$12.00	\$532.73
P335/25R20 LL 94(Y)	BSW	Pilot Sport PS2	13161	\$551.75	\$3.00	\$7.00	\$561.75	\$4.50	\$0.00	\$12.00	\$578.25
245/35ZR21 XL (96Y)	BSW	Pilot Sport PS2	74422	\$433.18	\$3.00	\$7.00	\$443.18	\$4.50	\$0.00	\$12.00	\$459.68
205/40R18 XL 86(Y)	BSW	Pilot Super Sport	82039	\$137.15	\$3.00	\$7.00	\$147.15	\$4.50	\$0.00	\$12.00	\$163.65
205/45R17 XL 88(Y)	BSW	Pilot Super Sport	68599	\$140.84	\$3.00	\$7.00	\$150.84	\$4.50	\$0.00	\$12.00	\$167.34
215/40R18 XL 89(Y)	BSW	Pilot Super Sport	31461	\$153.85	\$3.00	\$7.00	\$163.85	\$4.50	\$0.00	\$12.00	\$180.35
215/45R17 XL 91(Y)	BSW	Pilot Super Sport	72102	\$104.80	\$3.00	\$7.00	\$114.80	\$4.50	\$0.00	\$12.00	\$131.30
225/35R19 XL 88(Y)	BSW	Pilot Super Sport	63973	\$192.07	\$3.00	\$7.00	\$202.07	\$4.50	\$0.00	\$12.00	\$218.57
225/40R18 88Y	BSW	Pilot Super Sport	49739	\$178.99	\$3.00	\$7.00	\$188.99	\$4.50	\$0.00	\$12.00	\$205.49
225/40R18 XL 92(Y)	BSW	Pilot Super Sport	43199	\$142.49	\$3.00	\$7.00	\$152.49	\$4.50	\$0.00	\$12.00	\$168.99
225/40R19 XL 93(Y)	BSW	Pilot Super Sport	18640	\$203.06	\$3.00	\$7.00	\$213.06	\$4.50	\$0.00	\$12.00	\$229.56
225/45R17 XL 94(Y)	BSW	Pilot Super Sport	89738	\$105.49	\$3.00	\$7.00	\$115.49	\$4.50	\$0.00	\$12.00	\$131.99
225/45R18 XL 95(Y)	BSW	Pilot Super Sport	15317	\$168.78	\$3.00	\$7.00	\$178.78	\$4.50	\$0.00	\$12.00	\$195.28
225/45R19 XL 96(Y)	BSW	Pilot Super Sport	62936	\$159.91	\$3.00	\$7.00	\$169.91	\$4.50	\$0.00	\$12.00	\$186.41
225/50R18 XL 99(Y)	BSW	Pilot Super Sport	37359	\$114.25	\$3.00	\$7.00	\$124.25	\$4.50	\$0.00	\$12.00	\$140.75
235/30R19 XL 86(Y)	BSW	Pilot Super Sport	21907	\$189.75	\$3.00	\$7.00	\$199.75	\$4.50	\$0.00	\$12.00	\$216.25
235/30R20 XL 88(Y)	BSW	Pilot Super Sport	24423	\$238.28	\$3.00	\$7.00	\$248.28	\$4.50	\$0.00	\$12.00	\$264.78
235/30R22 XL 90(Y)	BSW	Pilot Super Sport	04064	\$302.54	\$3.00	\$7.00	\$312.54	\$4.50	\$0.00	\$12.00	\$329.04
235/35R19 XL 91(Y)	BSW	Pilot Super Sport	16289	\$201.51	\$3.00	\$7.00	\$211.51	\$4.50	\$0.00	\$12.00	\$228.01
235/35R20 88(Y)	BSW	Pilot Super Sport	92636	\$277.79	\$3.00	\$7.00	\$287.79	\$4.50	\$0.00	\$12.00	\$304.29
235/35R20 XL 92(Y)	BSW	Pilot Super Sport	07688	\$295.56	\$3.00	\$7.00	\$305.56	\$4.50	\$0.00	\$12.00	\$322.06
235/40R18 XL 95(Y)	BSW	Pilot Super Sport	01966	\$142.68	\$3.00	\$7.00	\$152.68	\$4.50	\$0.00	\$12.00	\$169.18
235/40R19 XL 96(Y)	BSW	Pilot Super Sport	78050	\$247.57	\$3.00	\$7.00	\$257.57	\$4.50	\$0.00	\$12.00	\$274.07
235/45R17 XL 97(Y)	BSW	Pilot Super Sport	63248	\$111.92	\$3.00	\$7.00	\$121.92	\$4.50	\$0.00	\$12.00	\$138.42
235/45R18 94(Y)	BSW	Pilot Super Sport	23541	\$199.96	\$3.00	\$7.00	\$209.96	\$4.50	\$0.00	\$12.00	\$226.46
235/50R18 XL 101(Y)	BSW	Pilot Super Sport	24645	\$141.13	\$3.00	\$7.00	\$151.13	\$4.50	\$0.00	\$12.00	\$167.63
245/30R20 XL 90(Y)	BSW	Pilot Super Sport	30943	\$312.60	\$3.00	\$7.00	\$322.60	\$4.50	\$0.00	\$12.00	\$339.10

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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245/30R21 XL 91(Y)	BSW	Pilot Super Sport	78354	\$312.63	\$3.00	\$7.00	\$322.63	\$4.50	\$0.00	\$12.00	\$339.13
245/35R18 XL 92(Y)	BSW	Pilot Super Sport	12800	\$158.27	\$3.00	\$7.00	\$168.27	\$4.50	\$0.00	\$12.00	\$184.77
245/35R18 XL 92Y	BSW	Pilot Super Sport	01088	\$194.87	\$3.00	\$7.00	\$204.87	\$4.50	\$0.00	\$12.00	\$221.37
245/35R19 XL 93(Y)	BSW	Pilot Super Sport	15466	\$198.96	\$3.00	\$7.00	\$208.96	\$4.50	\$0.00	\$12.00	\$225.46
245/35R20 XL 95(Y)	BSW	Pilot Super Sport	20206	\$224.77	\$3.00	\$7.00	\$234.77	\$4.50	\$0.00	\$12.00	\$251.27
245/40R17 XL 95(Y)	BSW	Pilot Super Sport	45737	\$129.65	\$3.00	\$7.00	\$139.65	\$4.50	\$0.00	\$12.00	\$156.15
245/40R18 XL 97(Y)	BSW	Pilot Super Sport	03264	\$147.85	\$3.00	\$7.00	\$157.85	\$4.50	\$0.00	\$12.00	\$174.35
245/40R19 XL 98(Y)	BSW	Pilot Super Sport	36814	\$179.14	\$3.00	\$7.00	\$189.14	\$4.50	\$0.00	\$12.00	\$205.64
245/45R17 XL 99(Y)	BSW	Pilot Super Sport	24186	\$126.86	\$3.00	\$7.00	\$136.86	\$4.50	\$0.00	\$12.00	\$153.36
245/45R18 XL 100(Y)	BSW	Pilot Super Sport	91157	\$180.89	\$3.00	\$7.00	\$190.89	\$4.50	\$0.00	\$12.00	\$207.39
245/45R20 XL 103(Y)	BSW	Pilot Super Sport	26093	\$233.49	\$3.00	\$7.00	\$243.49	\$4.50	\$0.00	\$12.00	\$259.99
255/30R19 XL 91(Y)	BSW	Pilot Super Sport	66839	\$203.47	\$3.00	\$7.00	\$213.47	\$4.50	\$0.00	\$12.00	\$229.97
255/30R21 XL 93(Y)	BSW	Pilot Super Sport	14850	\$277.05	\$3.00	\$7.00	\$287.05	\$4.50	\$0.00	\$12.00	\$303.55
255/35R18 XL 94(Y)	BSW	Pilot Super Sport	07807	\$171.37	\$3.00	\$7.00	\$181.37	\$4.50	\$0.00	\$12.00	\$197.87
255/35R19 XL 96(Y)	BSW	Pilot Super Sport	31567	\$187.27	\$3.00	\$7.00	\$197.27	\$4.50	\$0.00	\$12.00	\$213.77
255/35R20 XL 97(Y)	BSW	Pilot Super Sport	48527	\$240.99	\$3.00	\$7.00	\$250.99	\$4.50	\$0.00	\$12.00	\$267.49
255/40R18 XL 99(Y)	BSW	Pilot Super Sport	14912	\$169.75	\$3.00	\$7.00	\$179.75	\$4.50	\$0.00	\$12.00	\$196.25
255/40R19 XL 100(Y)	BSW	Pilot Super Sport	16126	\$209.97	\$3.00	\$7.00	\$219.97	\$4.50	\$0.00	\$12.00	\$236.47
255/40R20 XL 101(Y)	BSW	Pilot Super Sport	07860	\$295.97	\$3.00	\$7.00	\$305.97	\$4.50	\$0.00	\$12.00	\$322.47
255/40R20 XL 101(Y)	BSW	Pilot Super Sport	94380	\$310.77	\$3.00	\$7.00	\$320.77	\$4.50	\$0.00	\$12.00	\$337.27
255/45R19 100(Y)	BSW	Pilot Super Sport	00264	\$275.67	\$3.00	\$7.00	\$285.67	\$4.50	\$0.00	\$12.00	\$302.17
255/45R19 XL 104(Y)	BSW	Pilot Super Sport	48181	\$239.81	\$3.00	\$7.00	\$249.81	\$4.50	\$0.00	\$12.00	\$266.31
255/45R20 XL 105(Y)	BSW	Pilot Super Sport	12845	\$198.95	\$3.00	\$7.00	\$208.95	\$4.50	\$0.00	\$12.00	\$225.45
265/30R19 XL 93(Y)	BSW	Pilot Super Sport	16609	\$240.28	\$3.00	\$7.00	\$250.28	\$4.50	\$0.00	\$12.00	\$266.78
265/30R20 XL 94(Y)	BSW	Pilot Super Sport	97466	\$275.95	\$3.00	\$7.00	\$285.95	\$4.50	\$0.00	\$12.00	\$302.45
265/30R22 XL 97(Y)	BSW	Pilot Super Sport	19225	\$322.54	\$3.00	\$7.00	\$332.54	\$4.50	\$0.00	\$12.00	\$349.04
265/35R18 XL 97(Y)	BSW	Pilot Super Sport	34639	\$170.94	\$3.00	\$7.00	\$180.94	\$4.50	\$0.00	\$12.00	\$197.44
265/35R19 XL 98(Y)	BSW	Pilot Super Sport	54687	\$228.61	\$3.00	\$7.00	\$238.61	\$4.50	\$0.00	\$12.00	\$255.11
265/35R19 XL 98(Y)	BSW	Pilot Super Sport	59800	\$242.58	\$3.00	\$7.00	\$252.58	\$4.50	\$0.00	\$12.00	\$269.08
265/35R20 95(Y)	BSW	Pilot Super Sport	89934	\$268.17	\$3.00	\$7.00	\$278.17	\$4.50	\$0.00	\$12.00	\$294.67
265/35R20 XL 99(Y)	BSW	Pilot Super Sport	78123	\$281.19	\$3.00	\$7.00	\$291.19	\$4.50	\$0.00	\$12.00	\$307.69
265/40R18 XL 101(Y)	BSW	Pilot Super Sport	05512	\$211.36	\$3.00	\$7.00	\$221.36	\$4.50	\$0.00	\$12.00	\$237.86

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265/40R19 XL 102(Y)	BSW	Pilot Super Sport	13092	\$267.87	\$3.00	\$7.00	\$277.87	\$4.50	\$0.00	\$12.00	\$294.37
265/45R18 101(Y)	BSW	Pilot Super Sport	86993	\$267.10	\$3.00	\$7.00	\$277.10	\$4.50	\$0.00	\$12.00	\$293.60
275/30R19 XL 96(Y)	BSW	Pilot Super Sport	99229	\$249.38	\$3.00	\$7.00	\$259.38	\$4.50	\$0.00	\$12.00	\$275.88
275/35R18 XL 99(Y)	BSW	Pilot Super Sport	99872	\$182.76	\$3.00	\$7.00	\$192.76	\$4.50	\$0.00	\$12.00	\$209.26
275/35R19 XL 100(Y)	BSW	Pilot Super Sport	22002	\$253.08	\$3.00	\$7.00	\$263.08	\$4.50	\$0.00	\$12.00	\$279.58
275/35R20 XL 102(Y)	BSW	Pilot Super Sport	09106	\$258.91	\$3.00	\$7.00	\$268.91	\$4.50	\$0.00	\$12.00	\$285.41
275/40R19 XL 105(Y)	BSW	Pilot Super Sport	84944	\$240.74	\$3.00	\$7.00	\$250.74	\$4.50	\$0.00	\$12.00	\$267.24
285/25R20 XL 93(Y)	BSW	Pilot Super Sport	23958	\$261.66	\$3.00	\$7.00	\$271.66	\$4.50	\$0.00	\$12.00	\$288.16
285/30R20 XL 99(Y)	BSW	Pilot Super Sport	61244	\$249.38	\$3.00	\$7.00	\$259.38	\$4.50	\$0.00	\$12.00	\$275.88
285/30R20 XL 99(Y)	BSW	Pilot Super Sport	71509	\$262.34	\$3.00	\$7.00	\$272.34	\$4.50	\$0.00	\$12.00	\$288.84
285/35R18 XL 101(Y)	BSW	Pilot Super Sport	20497	\$232.30	\$3.00	\$7.00	\$242.30	\$4.50	\$0.00	\$12.00	\$258.80
285/35R19 XL 103(Y)	BSW	Pilot Super Sport	29422	\$274.11	\$3.00	\$7.00	\$284.11	\$4.50	\$0.00	\$12.00	\$300.61
285/35R20 XL 104(Y)	BSW	Pilot Super Sport	10827	\$274.18	\$3.00	\$7.00	\$284.18	\$4.50	\$0.00	\$12.00	\$300.68
285/40R19 103(Y)	BSW	Pilot Super Sport	87806	\$320.76	\$3.00	\$7.00	\$330.76	\$4.50	\$0.00	\$12.00	\$347.26
285/40R19 XL 107(Y)	BSW	Pilot Super Sport	09710	\$288.54	\$3.00	\$7.00	\$298.54	\$4.50	\$0.00	\$12.00	\$315.04
295/25R20 XL 95(Y)	BSW	Pilot Super Sport	42877	\$283.13	\$3.00	\$7.00	\$293.13	\$4.50	\$0.00	\$12.00	\$309.63
295/25R21 XL 96(Y)	BSW	Pilot Super Sport	48747	\$314.32	\$3.00	\$7.00	\$324.32	\$4.50	\$0.00	\$12.00	\$340.82
295/30R19 XL 100(Y)	BSW	Pilot Super Sport	78686	\$261.05	\$3.00	\$7.00	\$271.05	\$4.50	\$0.00	\$12.00	\$287.55
295/30R20 XL 101(Y)	BSW	Pilot Super Sport	02662	\$284.41	\$3.00	\$7.00	\$294.41	\$4.50	\$0.00	\$12.00	\$310.91
295/30R20 XL 101(Y)	BSW	Pilot Super Sport	10427	\$284.36	\$3.00	\$7.00	\$294.36	\$4.50	\$0.00	\$12.00	\$310.86
295/30R20 XL 101(Y)	BSW	Pilot Super Sport	02623	\$284.41	\$3.00	\$7.00	\$294.41	\$4.50	\$0.00	\$12.00	\$310.91
295/30R21 XL 102(Y)	BSW	Pilot Super Sport	01604	\$340.99	\$3.00	\$7.00	\$350.99	\$4.50	\$0.00	\$12.00	\$367.49
295/35R19 XL 104(Y)	BSW	Pilot Super Sport	10261	\$342.04	\$3.00	\$7.00	\$352.04	\$4.50	\$0.00	\$12.00	\$368.54
295/35R20 101(Y)	BSW	Pilot Super Sport	28274	\$325.66	\$3.00	\$7.00	\$335.66	\$4.50	\$0.00	\$12.00	\$352.16
295/35R20 XL 105(Y)	BSW	Pilot Super Sport	09045	\$325.67	\$3.00	\$7.00	\$335.67	\$4.50	\$0.00	\$12.00	\$352.17
295/35R20 XL 105(Y)	BSW	Pilot Super Sport	70657	\$333.30	\$3.00	\$7.00	\$343.30	\$4.50	\$0.00	\$12.00	\$359.80
305/25R20 XL 97(Y)	BSW	Pilot Super Sport	30168	\$330.16	\$3.00	\$7.00	\$340.16	\$4.50	\$0.00	\$12.00	\$356.66
305/30R19 XL 102(Y)	BSW	Pilot Super Sport	60721	\$283.51	\$3.00	\$7.00	\$293.51	\$4.50	\$0.00	\$12.00	\$310.01
305/30R20 XL 103(Y)	BSW	Pilot Super Sport	87598	\$327.08	\$3.00	\$7.00	\$337.08	\$4.50	\$0.00	\$12.00	\$353.58
315/35R20 XL 110(Y)	BSW	Pilot Super Sport	19605	\$350.62	\$3.00	\$7.00	\$360.62	\$4.50	\$0.00	\$12.00	\$377.12
315/35R20 XL 110(Y)	BSW	Pilot Super Sport	79340	\$350.62	\$3.00	\$7.00	\$360.62	\$4.50	\$0.00	\$12.00	\$377.12
325/25R20 XL 101(Y)	BSW	Pilot Super Sport	04110	\$358.51	\$3.00	\$7.00	\$368.51	\$4.50	\$0.00	\$12.00	\$385.01

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325/30R19 XL 105(Y)	BSW	Pilot Super Sport	14566	\$356.63	\$3.00	\$7.00	\$366.63	\$4.50	\$0.00	\$12.00	\$383.13
335/30R20 XL 108(Y)	BSW	Pilot Super Sport	11249	\$445.44	\$3.00	\$7.00	\$455.44	\$4.50	\$0.00	\$12.00	\$471.94
345/30R19 XL 109(Y)	BSW	Pilot Super Sport	75804	\$363.77	\$3.00	\$7.00	\$373.77	\$4.50	\$0.00	\$12.00	\$390.27
345/30R20 106(Y)	BSW	Pilot Super Sport	65438	\$412.27	\$3.00	\$7.00	\$422.27	\$4.50	\$0.00	\$12.00	\$438.77
P245/35R19 89(Y)	BSW	Pilot Super Sport	25687	\$258.65	\$3.00	\$7.00	\$268.65	\$4.50	\$0.00	\$12.00	\$285.15
P245/40R18 93(Y)	BSW	Pilot Super Sport	69693	\$240.86	\$3.00	\$7.00	\$250.86	\$4.50	\$0.00	\$12.00	\$267.36
P285/30R20 95(Y)	BSW	Pilot Super Sport	11313	\$345.42	\$3.00	\$7.00	\$355.42	\$4.50	\$0.00	\$12.00	\$371.92
P285/35R19 99(Y)	BSW	Pilot Super Sport	10332	\$328.93	\$3.00	\$7.00	\$338.93	\$4.50	\$0.00	\$12.00	\$355.43
225/35ZR20 XL (90Y)	BSW	Pilot Super Sport	53427	\$230.76	\$3.00	\$7.00	\$240.76	\$4.50	\$0.00	\$12.00	\$257.26
245/35ZR20 XL (95Y)	BSW	Pilot Super Sport	74634	\$214.06	\$3.00	\$7.00	\$224.06	\$4.50	\$0.00	\$12.00	\$240.56
245/35ZR21 XL (96Y)	BSW	Pilot Super Sport	66697	\$227.74	\$3.00	\$7.00	\$237.74	\$4.50	\$0.00	\$12.00	\$254.24
255/30ZR20 XL (92Y)	BSW	Pilot Super Sport	04197	\$242.11	\$3.00	\$7.00	\$252.11	\$4.50	\$0.00	\$12.00	\$268.61
255/35ZR19 (92Y)	BSW	Pilot Super Sport	90967	\$187.27	\$3.00	\$7.00	\$197.27	\$4.50	\$0.00	\$12.00	\$213.77
255/35ZR19 (92Y)	BSW	Pilot Super Sport	64925	\$202.84	\$3.00	\$7.00	\$212.84	\$4.50	\$0.00	\$12.00	\$229.34
255/35ZR20 XL (97Y)	BSW	Pilot Super Sport	17984	\$226.83	\$3.00	\$7.00	\$236.83	\$4.50	\$0.00	\$12.00	\$253.33
255/40ZR18 (95Y)	BSW	Pilot Super Sport	40116	\$191.84	\$3.00	\$7.00	\$201.84	\$4.50	\$0.00	\$12.00	\$218.34
265/30ZR21 XL (96Y)	BSW	Pilot Super Sport	06880	\$250.43	\$3.00	\$7.00	\$260.43	\$4.50	\$0.00	\$12.00	\$276.93
275/30ZR20 XL (97Y)	BSW	Pilot Super Sport	16221	\$245.90	\$3.00	\$7.00	\$255.90	\$4.50	\$0.00	\$12.00	\$272.40
275/35ZR19 (96Y)	BSW	Pilot Super Sport	69959	\$253.08	\$3.00	\$7.00	\$263.08	\$4.50	\$0.00	\$12.00	\$279.58
275/35ZR19 XL (100Y)	BSW	Pilot Super Sport	23188	\$253.08	\$3.00	\$7.00	\$263.08	\$4.50	\$0.00	\$12.00	\$279.58
275/35ZR20 XL (102Y)	BSW	Pilot Super Sport	32094	\$256.49	\$3.00	\$7.00	\$266.49	\$4.50	\$0.00	\$12.00	\$282.99
275/40ZR18 (99Y)	BSW	Pilot Super Sport	02344	\$221.93	\$3.00	\$7.00	\$231.93	\$4.50	\$0.00	\$12.00	\$248.43
285/30ZR20 XL (99Y)	BSW	Pilot Super Sport	87975	\$243.63	\$3.00	\$7.00	\$253.63	\$4.50	\$0.00	\$12.00	\$270.13
285/30ZR21 XL (100Y)	BSW	Pilot Super Sport	48164	\$276.16	\$3.00	\$7.00	\$286.16	\$4.50	\$0.00	\$12.00	\$302.66
295/30ZR21 XL (102Y)	BSW	Pilot Super Sport	25248	\$289.78	\$3.00	\$7.00	\$299.78	\$4.50	\$0.00	\$12.00	\$316.28
295/30ZR22 XL (103Y)	BSW	Pilot Super Sport	85467	\$316.26	\$3.00	\$7.00	\$326.26	\$4.50	\$0.00	\$12.00	\$342.76
295/35ZR18 XL (103Y)	BSW	Pilot Super Sport	07934	\$241.64	\$3.00	\$7.00	\$251.64	\$4.50	\$0.00	\$12.00	\$268.14
305/25ZR21 XL (98Y)	BSW	Pilot Super Sport	90740	\$301.88	\$3.00	\$7.00	\$311.88	\$4.50	\$0.00	\$12.00	\$328.38
335/30ZR20 XL (108Y)	BSW	Pilot Super Sport	91621	\$398.73	\$3.00	\$7.00	\$408.73	\$4.50	\$0.00	\$12.00	\$425.23
MICHELIN PRIMACY											

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
225/55R17 97Y	BSW	Primacy 3	33639	\$180.34	\$3.00	\$7.00	\$190.34	\$4.50	\$0.00	\$12.00	\$206.84
225/55R17 97Y	BSW	Primacy 3	06871	\$180.54	\$3.00	\$7.00	\$190.54	\$4.50	\$0.00	\$12.00	\$207.04
245/45R18 XL 100Y	BSW	Primacy 3	46128	\$208.02	\$3.00	\$7.00	\$218.02	\$4.50	\$0.00	\$12.00	\$234.52
245/45R19 98Y	BSW	Primacy 3	44456	\$313.14	\$3.00	\$7.00	\$323.14	\$4.50	\$0.00	\$12.00	\$339.64
245/55R17 102W	BSW	Primacy 3	36368	\$198.37	\$3.00	\$7.00	\$208.37	\$4.50	\$0.00	\$12.00	\$224.87
275/40R19 101Y	BSW	Primacy 3	49941	\$332.56	\$3.00	\$7.00	\$342.56	\$4.50	\$0.00	\$12.00	\$359.06
225/45R18 XL 95Y	BSW	Primacy 3	02661	\$248.65	\$3.00	\$7.00	\$258.65	\$4.50	\$0.00	\$12.00	\$275.15
225/50R17 94W	BSW	Primacy 3	90669	\$202.03	\$3.00	\$7.00	\$212.03	\$4.50	\$0.00	\$12.00	\$228.53
245/40R18 XL 97Y	BSW	Primacy 3	78687	\$268.07	\$3.00	\$7.00	\$278.07	\$4.50	\$0.00	\$12.00	\$294.57
195/55R16 87H	BSW	Primacy Alpin PA3	16265	\$133.87	\$3.00	\$7.00	\$143.87	\$4.50	\$0.00	\$12.00	\$160.37
205/45R17 XL 88H	BSW	Primacy Alpin PA3	11893	\$153.73	\$3.00	\$7.00	\$163.73	\$4.50	\$0.00	\$12.00	\$180.23
205/55R16 91H	BSW	Primacy Alpin PA3	19607	\$116.15	\$3.00	\$7.00	\$126.15	\$4.50	\$0.00	\$12.00	\$142.65
205/55R17 XL 95H	BSW	Primacy Alpin PA3	04565	\$147.70	\$3.00	\$7.00	\$157.70	\$4.50	\$0.00	\$12.00	\$174.20
205/60R16 92H	BSW	Primacy Alpin PA3	40634	\$107.63	\$3.00	\$7.00	\$117.63	\$4.50	\$0.00	\$12.00	\$134.13
225/45R17 91H	BSW	Primacy Alpin PA3	16573	\$145.83	\$3.00	\$7.00	\$155.83	\$4.50	\$0.00	\$12.00	\$172.33
225/50R17 94H	BSW	Primacy Alpin PA3	83089	\$170.59	\$3.00	\$7.00	\$180.59	\$4.50	\$0.00	\$12.00	\$197.09
195/55R16 87H	BSW	Primacy HP	93356	\$155.52	\$3.00	\$7.00	\$165.52	\$4.50	\$0.00	\$12.00	\$182.02
195/55R16 87V	BSW	Primacy HP	13573	\$146.82	\$3.00	\$7.00	\$156.82	\$4.50	\$0.00	\$12.00	\$173.32
205/50R17 89W	BSW	Primacy HP	86391	\$189.29	\$3.00	\$7.00	\$199.29	\$4.50	\$0.00	\$12.00	\$215.79
205/55R16 91H	BSW	Primacy HP	86110	\$144.47	\$3.00	\$7.00	\$154.47	\$4.50	\$0.00	\$12.00	\$170.97
205/55R16 91H	BSW	Primacy HP	17853	\$105.92	\$3.00	\$7.00	\$115.92	\$4.50	\$0.00	\$12.00	\$132.42
205/55R16 91V	BSW	Primacy HP	05435	\$113.27	\$3.00	\$7.00	\$123.27	\$4.50	\$0.00	\$12.00	\$139.77
205/55R16 91V	BSW	Primacy HP	60440	\$172.29	\$3.00	\$7.00	\$182.29	\$4.50	\$0.00	\$12.00	\$198.79
205/55R16 91W	BSW	Primacy HP	82990	\$161.31	\$3.00	\$7.00	\$171.31	\$4.50	\$0.00	\$12.00	\$187.81
205/55R16 91W	BSW	Primacy HP	92253	\$144.04	\$3.00	\$7.00	\$154.04	\$4.50	\$0.00	\$12.00	\$170.54
205/60R16 92W	BSW	Primacy HP	24301	\$145.71	\$3.00	\$7.00	\$155.71	\$4.50	\$0.00	\$12.00	\$172.21
205/60R16 92W	BSW	Primacy HP	07661	\$145.75	\$3.00	\$7.00	\$155.75	\$4.50	\$0.00	\$12.00	\$172.25
215/45R17 87W	BSW	Primacy HP	30333	\$161.92	\$3.00	\$7.00	\$171.92	\$4.50	\$0.00	\$12.00	\$188.42
215/55R16 93H	BSW	Primacy HP	33484	\$117.28	\$3.00	\$7.00	\$127.28	\$4.50	\$0.00	\$12.00	\$143.78
215/55R16 93V	BSW	Primacy HP	28008	\$156.51	\$3.00	\$7.00	\$166.51	\$4.50	\$0.00	\$12.00	\$183.01
215/55R16 93W	BSW	Primacy HP	47487	\$140.21	\$3.00	\$7.00	\$150.21	\$4.50	\$0.00	\$12.00	\$166.71
225/45R17 91W	BSW	Primacy HP	73723	\$194.62	\$3.00	\$7.00	\$204.62	\$4.50	\$0.00	\$12.00	\$221.12

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/45R17 91W	BSW	Primacy HP	04743	\$171.68	\$3.00	\$7.00	\$181.68	\$4.50	\$0.00	\$12.00	\$198.18
225/45R17 91W	BSW	Primacy HP	12255	\$210.11	\$3.00	\$7.00	\$220.11	\$4.50	\$0.00	\$12.00	\$236.61
225/45R17 91Y	BSW	Primacy HP	93546	\$170.42	\$3.00	\$7.00	\$180.42	\$4.50	\$0.00	\$12.00	\$196.92
225/45R17 XL 94Y	BSW	Primacy HP	70760	\$227.18	\$3.00	\$7.00	\$237.18	\$4.50	\$0.00	\$12.00	\$253.68
225/50R16 92V	BSW	Primacy HP	22923	\$142.00	\$3.00	\$7.00	\$152.00	\$4.50	\$0.00	\$12.00	\$168.50
225/50R16 92W	BSW	Primacy HP	25049	\$146.29	\$3.00	\$7.00	\$156.29	\$4.50	\$0.00	\$12.00	\$172.79
225/50R17 94H	BSW	Primacy HP	26227	\$158.33	\$3.00	\$7.00	\$168.33	\$4.50	\$0.00	\$12.00	\$184.83
225/50R17 94V	BSW	Primacy HP	24658	\$179.01	\$3.00	\$7.00	\$189.01	\$4.50	\$0.00	\$12.00	\$205.51
225/50R17 94W	BSW	Primacy HP	11158	\$202.89	\$3.00	\$7.00	\$212.89	\$4.50	\$0.00	\$12.00	\$229.39
225/50R17 94Y	BSW	Primacy HP	22873	\$177.64	\$3.00	\$7.00	\$187.64	\$4.50	\$0.00	\$12.00	\$204.14
225/50R17 XL 98Y	BSW	Primacy HP	35191	\$173.31	\$3.00	\$7.00	\$183.31	\$4.50	\$0.00	\$12.00	\$199.81
225/55R16 95W	BSW	Primacy HP	29539	\$148.62	\$3.00	\$7.00	\$158.62	\$4.50	\$0.00	\$12.00	\$175.12
225/55R16 95Y	BSW	Primacy HP	25574	\$150.22	\$3.00	\$7.00	\$160.22	\$4.50	\$0.00	\$12.00	\$176.72
225/55R16 XL 99W	BSW	Primacy HP	23189	\$151.83	\$3.00	\$7.00	\$161.83	\$4.50	\$0.00	\$12.00	\$178.33
225/55R16 XL 99Y	BSW	Primacy HP	02305	\$164.68	\$3.00	\$7.00	\$174.68	\$4.50	\$0.00	\$12.00	\$191.18
235/45R17 94W	BSW	Primacy HP	73416	\$205.43	\$3.00	\$7.00	\$215.43	\$4.50	\$0.00	\$12.00	\$231.93
235/55R17 99W	BSW	Primacy HP	83888	\$186.85	\$3.00	\$7.00	\$196.85	\$4.50	\$0.00	\$12.00	\$213.35
245/40R17 91W	BSW	Primacy HP	27111	\$192.31	\$3.00	\$7.00	\$202.31	\$4.50	\$0.00	\$12.00	\$218.81
245/40R17 91Y	BSW	Primacy HP	18872	\$194.93	\$3.00	\$7.00	\$204.93	\$4.50	\$0.00	\$12.00	\$221.43
245/40R19 94Y	BSW	Primacy HP	62364	\$377.20	\$3.00	\$7.00	\$387.20	\$4.50	\$0.00	\$12.00	\$403.70
245/45R17 95W	BSW	Primacy HP	81732	\$171.82	\$3.00	\$7.00	\$181.82	\$4.50	\$0.00	\$12.00	\$198.32
245/45R17 95Y	BSW	Primacy HP	17939	\$196.69	\$3.00	\$7.00	\$206.69	\$4.50	\$0.00	\$12.00	\$223.19
255/40R17 94W	BSW	Primacy HP	32709	\$204.52	\$3.00	\$7.00	\$214.52	\$4.50	\$0.00	\$12.00	\$231.02
255/45R18 99Y	BSW	Primacy HP	05816	\$246.25	\$3.00	\$7.00	\$256.25	\$4.50	\$0.00	\$12.00	\$272.75
275/35R19 96Y	BSW	Primacy HP	15994	\$353.51	\$3.00	\$7.00	\$363.51	\$4.50	\$0.00	\$12.00	\$380.01
275/45R18 103Y	BSW	Primacy HP	55370	\$345.58	\$3.00	\$7.00	\$355.58	\$4.50	\$0.00	\$12.00	\$372.08
205/55R16 91H	BSW	Primacy MXM4	34471	\$108.40	\$3.00	\$7.00	\$118.40	\$4.50	\$0.00	\$12.00	\$134.90
215/45R17 87W	BSW	Primacy MXM4	00507	\$135.17	\$3.00	\$7.00	\$145.17	\$4.50	\$0.00	\$12.00	\$161.67
215/50R17 XL 95V	BSW	Primacy MXM4	63091	\$128.11	\$3.00	\$7.00	\$138.11	\$4.50	\$0.00	\$12.00	\$154.61
215/55R16 XL 97H	BSW	Primacy MXM4	66313	\$107.53	\$3.00	\$7.00	\$117.53	\$4.50	\$0.00	\$12.00	\$134.03
215/55R17 94V	BSW	Primacy MXM4	13027	\$150.00	\$3.00	\$7.00	\$160.00	\$4.50	\$0.00	\$12.00	\$176.50
225/40R18 XL 92V	BSW	Primacy MXM4	37330	\$172.30	\$3.00	\$7.00	\$182.30	\$4.50	\$0.00	\$12.00	\$198.80

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/45R17 91H	BSW	Primacy MXM4	37101	\$138.17	\$3.00	\$7.00	\$148.17	\$4.50	\$0.00	\$12.00	\$164.67
225/45R17 91W	BSW	Primacy MXM4	31473	\$140.83	\$3.00	\$7.00	\$150.83	\$4.50	\$0.00	\$12.00	\$167.33
225/50R17 94V	BSW	Primacy MXM4	66380	\$156.78	\$3.00	\$7.00	\$166.78	\$4.50	\$0.00	\$12.00	\$183.28
225/50R17 94W	BSW	Primacy MXM4	88213	\$146.68	\$3.00	\$7.00	\$156.68	\$4.50	\$0.00	\$12.00	\$173.18
225/50R17 XL 98V	BSW	Primacy MXM4	41073	\$138.37	\$3.00	\$7.00	\$148.37	\$4.50	\$0.00	\$12.00	\$164.87
225/50R18 95W	BSW	Primacy MXM4	20213	\$148.14	\$3.00	\$7.00	\$158.14	\$4.50	\$0.00	\$12.00	\$174.64
225/55R17 97V	BSW	Primacy MXM4	23807	\$147.67	\$3.00	\$7.00	\$157.67	\$4.50	\$0.00	\$12.00	\$174.17
225/60R18 100H	BSW	Primacy MXM4	99702	\$140.60	\$3.00	\$7.00	\$150.60	\$4.50	\$0.00	\$12.00	\$167.10
235/40R18 91H	BSW	Primacy MXM4	03689	\$125.22	\$3.00	\$7.00	\$135.22	\$4.50	\$0.00	\$12.00	\$151.72
235/40R19 XL 96V	BSW	Primacy MXM4	74327	\$173.84	\$3.00	\$7.00	\$183.84	\$4.50	\$0.00	\$12.00	\$200.34
235/45R17 94H	BSW	Primacy MXM4	94018	\$156.18	\$3.00	\$7.00	\$166.18	\$4.50	\$0.00	\$12.00	\$182.68
235/45R17 94W	BSW	Primacy MXM4	77864	\$145.70	\$3.00	\$7.00	\$155.70	\$4.50	\$0.00	\$12.00	\$172.20
235/45R17 XL 97H	BSW	Primacy MXM4	84645	\$156.18	\$3.00	\$7.00	\$166.18	\$4.50	\$0.00	\$12.00	\$182.68
235/45R18 94V	BSW	Primacy MXM4	34445	\$191.75	\$3.00	\$7.00	\$201.75	\$4.50	\$0.00	\$12.00	\$218.25
245/40R17 91W	BSW	Primacy MXM4	26027	\$155.54	\$3.00	\$7.00	\$165.54	\$4.50	\$0.00	\$12.00	\$182.04
245/40R19 94V	BSW	Primacy MXM4	23600	\$176.48	\$3.00	\$7.00	\$186.48	\$4.50	\$0.00	\$12.00	\$202.98
245/40R19 XL 98W	BSW	Primacy MXM4	71310	\$252.50	\$3.00	\$7.00	\$262.50	\$4.50	\$0.00	\$12.00	\$279.00
245/45R17 95W	BSW	Primacy MXM4	28881	\$170.27	\$3.00	\$7.00	\$180.27	\$4.50	\$0.00	\$12.00	\$196.77
245/45R17 XL 99H	BSW	Primacy MXM4	87510	\$143.97	\$3.00	\$7.00	\$153.97	\$4.50	\$0.00	\$12.00	\$170.47
245/45R18 96V	BSW	Primacy MXM4	22485	\$177.42	\$3.00	\$7.00	\$187.42	\$4.50	\$0.00	\$12.00	\$203.92
245/45R19 98W	BSW	Primacy MXM4	19136	\$219.27	\$3.00	\$7.00	\$229.27	\$4.50	\$0.00	\$12.00	\$245.77
245/45R19 XL 102H	BSW	Primacy MXM4	63760	\$222.52	\$3.00	\$7.00	\$232.52	\$4.50	\$0.00	\$12.00	\$249.02
245/45R20 99V	BSW	Primacy MXM4	03667	\$213.60	\$3.00	\$7.00	\$223.60	\$4.50	\$0.00	\$12.00	\$240.10
245/50R18 100H	BSW	Primacy MXM4	32275	\$157.65	\$3.00	\$7.00	\$167.65	\$4.50	\$0.00	\$12.00	\$184.15
255/35R18 XL 94H	BSW	Primacy MXM4	36995	\$171.76	\$3.00	\$7.00	\$181.76	\$4.50	\$0.00	\$12.00	\$198.26
255/40R17 94H	BSW	Primacy MXM4	27593	\$193.64	\$3.00	\$7.00	\$203.64	\$4.50	\$0.00	\$12.00	\$220.14
255/45R19 100V	BSW	Primacy MXM4	78442	\$230.54	\$3.00	\$7.00	\$240.54	\$4.50	\$0.00	\$12.00	\$257.04
275/40R19 101H	BSW	Primacy MXM4	15814	\$250.75	\$3.00	\$7.00	\$260.75	\$4.50	\$0.00	\$12.00	\$277.25
P215/45R17 87V	BSW	Primacy MXM4	23164	\$131.88	\$3.00	\$7.00	\$141.88	\$4.50	\$0.00	\$12.00	\$158.38
P215/50R17 XL 93V	BSW	Primacy MXM4	39097	\$128.09	\$3.00	\$7.00	\$138.09	\$4.50	\$0.00	\$12.00	\$154.59
P225/45R17 90H	BSW	Primacy MXM4	72983	\$138.17	\$3.00	\$7.00	\$148.17	\$4.50	\$0.00	\$12.00	\$164.67
P225/45R17 90V	BSW	Primacy MXM4	32346	\$150.07	\$3.00	\$7.00	\$160.07	\$4.50	\$0.00	\$12.00	\$176.57

MICHELIN NORTH AMERICA, INC.
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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P225/45R18 91V	BSW	Primacy MXM4	03939	\$134.79	\$3.00	\$7.00	\$144.79	\$4.50	\$0.00	\$12.00	\$161.29
P235/45R18 94V	BSW	Primacy MXM4	14644	\$189.13	\$3.00	\$7.00	\$199.13	\$4.50	\$0.00	\$12.00	\$215.63
P235/50R18 97V	BSW	Primacy MXM4	59702	\$194.81	\$3.00	\$7.00	\$204.81	\$4.50	\$0.00	\$12.00	\$221.31
P235/60R18 102V	BSW	Primacy MXM4	06696	\$172.72	\$3.00	\$7.00	\$182.72	\$4.50	\$0.00	\$12.00	\$199.22
P245/50R17 98H	BSW	Primacy MXM4	24518	\$184.83	\$3.00	\$7.00	\$194.83	\$4.50	\$0.00	\$12.00	\$211.33
P245/50R18 99V	BSW	Primacy MXM4	65187	\$217.51	\$3.00	\$7.00	\$227.51	\$4.50	\$0.00	\$12.00	\$244.01
225/50R17 94H	BSW	Primacy MXM4	11860	\$152.73	\$3.00	\$7.00	\$162.73	\$4.50	\$0.00	\$12.00	\$179.23
235/55R18 100V	BSW	Primacy MXM4	71547	\$171.82	\$3.00	\$7.00	\$181.82	\$4.50	\$0.00	\$12.00	\$198.32
P215/45R1787V	BSW	Primacy MXM4	02009	\$132.43	\$3.00	\$7.00	\$142.43	\$4.50	\$0.00	\$12.00	\$158.93
195/60R15 88H	BSW	Primacy MXV4	04329	\$88.86	\$3.00	\$7.00	\$98.86	\$4.50	\$0.00	\$12.00	\$115.36
205/60R15 91H	BSW	Primacy MXV4	23933	\$87.25	\$3.00	\$7.00	\$97.25	\$4.50	\$0.00	\$12.00	\$113.75
205/65R15 94V	BSW	Primacy MXV4	05609	\$97.27	\$3.00	\$7.00	\$107.27	\$4.50	\$0.00	\$12.00	\$123.77
205/65R16 95H	BSW	Primacy MXV4	38851	\$100.10	\$3.00	\$7.00	\$110.10	\$4.50	\$0.00	\$12.00	\$126.60
215/55R16 93H	BSW	Primacy MXV4	09822	\$98.96	\$3.00	\$7.00	\$108.96	\$4.50	\$0.00	\$12.00	\$125.46
215/55R17 94H	BSW	Primacy MXV4	38889	\$110.65	\$3.00	\$7.00	\$120.65	\$4.50	\$0.00	\$12.00	\$137.15
215/55R17 94V	BSW	Primacy MXV4	28637	\$137.17	\$3.00	\$7.00	\$147.17	\$4.50	\$0.00	\$12.00	\$163.67
215/60R16 95V	BSW	Primacy MXV4	13397	\$117.00	\$3.00	\$7.00	\$127.00	\$4.50	\$0.00	\$12.00	\$143.50
225/55R17 97V	BSW	Primacy MXV4	02647	\$142.67	\$3.00	\$7.00	\$152.67	\$4.50	\$0.00	\$12.00	\$169.17
225/60R16 98H	BSW	Primacy MXV4	73257	\$103.60	\$3.00	\$7.00	\$113.60	\$4.50	\$0.00	\$12.00	\$130.10
235/60R16 100H	BSW	Primacy MXV4	15861	\$117.09	\$3.00	\$7.00	\$127.09	\$4.50	\$0.00	\$12.00	\$143.59
P205/55R16 89H	BSW	Primacy MXV4	01991	\$101.23	\$3.00	\$7.00	\$111.23	\$4.50	\$0.00	\$12.00	\$127.73
P215/55R17 93V	BSW	Primacy MXV4	08357	\$134.99	\$3.00	\$7.00	\$144.99	\$4.50	\$0.00	\$12.00	\$161.49
P215/60R16 94H	BSW	Primacy MXV4	06273	\$103.65	\$3.00	\$7.00	\$113.65	\$4.50	\$0.00	\$12.00	\$130.15
P235/50R19 99V	BSW	Primacy MXV4	22559	\$213.28	\$3.00	\$7.00	\$223.28	\$4.50	\$0.00	\$12.00	\$239.78
P235/60R17 100T	BSW	Primacy MXV4	38169	\$136.85	\$3.00	\$7.00	\$146.85	\$4.50	\$0.00	\$12.00	\$163.35
P235/60R18 102T	BSW	Primacy MXV4	44561	\$158.44	\$3.00	\$7.00	\$168.44	\$4.50	\$0.00	\$12.00	\$184.94
P235/60R18 102T	BSW	Primacy MXV4	67012	\$159.05	\$3.00	\$7.00	\$169.05	\$4.50	\$0.00	\$12.00	\$185.55
P235/65R17 103T	BSW	Primacy MXV4	66126	\$135.19	\$3.00	\$7.00	\$145.19	\$4.50	\$0.00	\$12.00	\$161.69
MICHELIN SYMMETRY											
225/70R16 107T	BSW	Symmetry	29400	\$135.48	\$3.00	\$7.00	\$145.48	\$4.50	\$0.00	\$12.00	\$161.98

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P225/60R16 97S	BSW	Symmetry	98499	\$102.64	\$3.00	\$7.00	\$112.64	\$4.50	\$0.00	\$12.00	\$129.14
MICHELIN X-ICE Xi3											
175/65R14 XL 86T	BSW	X-Ice Xi3	48499	\$78.61	\$3.00	\$7.00	\$88.61	\$4.50	\$0.00	\$12.00	\$105.11
175/65R15 XL 88T	BSW	X-Ice Xi3	36174	\$73.68	\$3.00	\$7.00	\$83.68	\$4.50	\$0.00	\$12.00	\$100.18
175/70R14 XL 88T	BSW	X-Ice Xi3	21156	\$84.41	\$3.00	\$7.00	\$94.41	\$4.50	\$0.00	\$12.00	\$110.91
185/55R15 XL 86H	BSW	X-Ice Xi3	36005	\$97.38	\$3.00	\$7.00	\$107.38	\$4.50	\$0.00	\$12.00	\$123.88
185/55R16 XL 87H	BSW	X-Ice Xi3	21898	\$103.34	\$3.00	\$7.00	\$113.34	\$4.50	\$0.00	\$12.00	\$129.84
185/60R14 XL 86H	BSW	X-Ice Xi3	71222	\$83.96	\$3.00	\$7.00	\$93.96	\$4.50	\$0.00	\$12.00	\$110.46
185/60R15 XL 88H	BSW	X-Ice Xi3	45787	\$77.73	\$3.00	\$7.00	\$87.73	\$4.50	\$0.00	\$12.00	\$104.23
185/65R14 XL 90T	BSW	X-Ice Xi3	32548	\$73.66	\$3.00	\$7.00	\$83.66	\$4.50	\$0.00	\$12.00	\$100.16
185/65R15 XL 92T	BSW	X-Ice Xi3	01964	\$77.14	\$3.00	\$7.00	\$87.14	\$4.50	\$0.00	\$12.00	\$103.64
185/70R14 XL 92T	BSW	X-Ice Xi3	27985	\$87.98	\$3.00	\$7.00	\$97.98	\$4.50	\$0.00	\$12.00	\$114.48
195/55R15 XL 89H	BSW	X-Ice Xi3	29358	\$86.06	\$3.00	\$7.00	\$96.06	\$4.50	\$0.00	\$12.00	\$112.56
195/55R16 XL 91H	BSW	X-Ice Xi3	54661	\$104.23	\$3.00	\$7.00	\$114.23	\$4.50	\$0.00	\$12.00	\$130.73
195/60R15 XL 92H	BSW	X-Ice Xi3	15919	\$79.77	\$3.00	\$7.00	\$89.77	\$4.50	\$0.00	\$12.00	\$106.27
195/60R16 89H	BSW	X-Ice Xi3	19299	\$90.88	\$3.00	\$7.00	\$100.88	\$4.50	\$0.00	\$12.00	\$117.38
195/65R15 XL 95T	BSW	X-Ice Xi3	69846	\$79.79	\$3.00	\$7.00	\$89.79	\$4.50	\$0.00	\$12.00	\$106.29
205/50R16 XL 91H	BSW	X-Ice Xi3	16181	\$107.37	\$3.00	\$7.00	\$117.37	\$4.50	\$0.00	\$12.00	\$133.87
205/50R17 89H	BSW	X-Ice Xi3	49996	\$124.54	\$3.00	\$7.00	\$134.54	\$4.50	\$0.00	\$12.00	\$151.04
205/55R16 XL 94H	BSW	X-Ice Xi3	21049	\$106.29	\$3.00	\$7.00	\$116.29	\$4.50	\$0.00	\$12.00	\$132.79
205/60R15 XL 95H	BSW	X-Ice Xi3	95693	\$83.35	\$3.00	\$7.00	\$93.35	\$4.50	\$0.00	\$12.00	\$109.85
205/60R16 XL 96H	BSW	X-Ice Xi3	38818	\$90.13	\$3.00	\$7.00	\$100.13	\$4.50	\$0.00	\$12.00	\$116.63
205/65R15 XL 99T	BSW	X-Ice Xi3	39982	\$83.94	\$3.00	\$7.00	\$93.94	\$4.50	\$0.00	\$12.00	\$110.44
205/65R16 XL 99T	BSW	X-Ice Xi3	23885	\$92.22	\$3.00	\$7.00	\$102.22	\$4.50	\$0.00	\$12.00	\$118.72
205/70R15 96T	BSW	X-Ice Xi3	14965	\$89.00	\$3.00	\$7.00	\$99.00	\$4.50	\$0.00	\$12.00	\$115.50
215/45R17 XL 91H	BSW	X-Ice Xi3	68747	\$132.80	\$3.00	\$7.00	\$142.80	\$4.50	\$0.00	\$12.00	\$159.30
215/45R18 XL 93H	BSW	X-Ice Xi3	15692	\$159.14	\$3.00	\$7.00	\$169.14	\$4.50	\$0.00	\$12.00	\$185.64
215/50R17 XL 95H	BSW	X-Ice Xi3	34929	\$127.13	\$3.00	\$7.00	\$137.13	\$4.50	\$0.00	\$12.00	\$153.63
215/55R16 XL 97H	BSW	X-Ice Xi3	07726	\$108.91	\$3.00	\$7.00	\$118.91	\$4.50	\$0.00	\$12.00	\$135.41
215/55R17 XL 98H	BSW	X-Ice Xi3	08351	\$113.81	\$3.00	\$7.00	\$123.81	\$4.50	\$0.00	\$12.00	\$140.31

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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215/60R16 XL 99H	BSW	X-Ice Xi3	78356	\$94.92	\$3.00	\$7.00	\$104.92	\$4.50	\$0.00	\$12.00	\$121.42
215/60R17 96T	BSW	X-Ice Xi3	56521	\$104.17	\$3.00	\$7.00	\$114.17	\$4.50	\$0.00	\$12.00	\$130.67
215/65R15 XL 100T	BSW	X-Ice Xi3	97485	\$104.78	\$3.00	\$7.00	\$114.78	\$4.50	\$0.00	\$12.00	\$131.28
215/65R16 XL 102T	BSW	X-Ice Xi3	15333	\$94.17	\$3.00	\$7.00	\$104.17	\$4.50	\$0.00	\$12.00	\$120.67
215/65R17 99T	BSW	X-Ice Xi3	16566	\$101.38	\$3.00	\$7.00	\$111.38	\$4.50	\$0.00	\$12.00	\$127.88
215/70R15 98T	BSW	X-Ice Xi3	66526	\$85.84	\$3.00	\$7.00	\$95.84	\$4.50	\$0.00	\$12.00	\$112.34
225/40R18 XL 92H	BSW	X-Ice Xi3	16997	\$145.37	\$3.00	\$7.00	\$155.37	\$4.50	\$0.00	\$12.00	\$171.87
225/45R17 XL 94H	BSW	X-Ice Xi3	35279	\$135.27	\$3.00	\$7.00	\$145.27	\$4.50	\$0.00	\$12.00	\$161.77
225/45R18 XL 95H	BSW	X-Ice Xi3	41826	\$143.48	\$3.00	\$7.00	\$153.48	\$4.50	\$0.00	\$12.00	\$169.98
225/50R17 XL 98H	BSW	X-Ice Xi3	29883	\$145.74	\$3.00	\$7.00	\$155.74	\$4.50	\$0.00	\$12.00	\$172.24
225/50R18 XL 99H	BSW	X-Ice Xi3	83346	\$167.92	\$3.00	\$7.00	\$177.92	\$4.50	\$0.00	\$12.00	\$194.42
225/55R16 XL 99H	BSW	X-Ice Xi3	12342	\$110.49	\$3.00	\$7.00	\$120.49	\$4.50	\$0.00	\$12.00	\$136.99
225/55R17 XL 101H	BSW	X-Ice Xi3	15405	\$115.28	\$3.00	\$7.00	\$125.28	\$4.50	\$0.00	\$12.00	\$141.78
225/60R16 XL 102H	BSW	X-Ice Xi3	13453	\$98.11	\$3.00	\$7.00	\$108.11	\$4.50	\$0.00	\$12.00	\$124.61
225/60R17 99H	BSW	X-Ice Xi3	61915	\$106.03	\$3.00	\$7.00	\$116.03	\$4.50	\$0.00	\$12.00	\$132.53
225/60R18 100H	BSW	X-Ice Xi3	91224	\$123.77	\$3.00	\$7.00	\$133.77	\$4.50	\$0.00	\$12.00	\$150.27
225/65R16 100T	BSW	X-Ice Xi3	23816	\$96.45	\$3.00	\$7.00	\$106.45	\$4.50	\$0.00	\$12.00	\$122.95
235/45R17 XL 97H	BSW	X-Ice Xi3	13631	\$149.85	\$3.00	\$7.00	\$159.85	\$4.50	\$0.00	\$12.00	\$176.35
235/45R18 XL 98H	BSW	X-Ice Xi3	75806	\$178.88	\$3.00	\$7.00	\$188.88	\$4.50	\$0.00	\$12.00	\$205.38
235/50R18 XL 101H	BSW	X-Ice Xi3	82382	\$180.90	\$3.00	\$7.00	\$190.90	\$4.50	\$0.00	\$12.00	\$207.40
235/55R17 99H	BSW	X-Ice Xi3	95532	\$126.19	\$3.00	\$7.00	\$136.19	\$4.50	\$0.00	\$12.00	\$152.69
235/60R16 100T	BSW	X-Ice Xi3	38480	\$103.52	\$3.00	\$7.00	\$113.52	\$4.50	\$0.00	\$12.00	\$130.02
245/40R18 XL 97H	BSW	X-Ice Xi3	24422	\$158.98	\$3.00	\$7.00	\$168.98	\$4.50	\$0.00	\$12.00	\$185.48
245/40R19 XL 98H	BSW	X-Ice Xi3	34197	\$217.40	\$3.00	\$7.00	\$227.40	\$4.50	\$0.00	\$12.00	\$243.90
245/45R17 XL 99H	BSW	X-Ice Xi3	02686	\$149.41	\$3.00	\$7.00	\$159.41	\$4.50	\$0.00	\$12.00	\$175.91
245/45R18 XL 100H	BSW	X-Ice Xi3	03794	\$175.85	\$3.00	\$7.00	\$185.85	\$4.50	\$0.00	\$12.00	\$202.35
245/45R19 XL 102H	BSW	X-Ice Xi3	06581	\$205.75	\$3.00	\$7.00	\$215.75	\$4.50	\$0.00	\$12.00	\$232.25
255/45R18 XL 103H	BSW	X-Ice Xi3	30901	\$195.48	\$3.00	\$7.00	\$205.48	\$4.50	\$0.00	\$12.00	\$221.98
225/55R18 98H	BSW	X-Ice Xi3	92837	\$153.59	\$3.00	\$7.00	\$163.59	\$4.50	\$0.00	\$12.00	\$180.09
MICHELIN L/T TIRES											
MICHELIN DIAMARIS											

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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235/65R17 XL 108V	BSW	4x4 Diamaris	99915	\$174.87	\$3.00	\$7.00	\$184.87	\$4.50	\$0.00	\$12.00	\$201.37
275/40R20 XL 106Y	BSW	4x4 Diamaris	37751	\$363.74	\$3.00	\$7.00	\$373.74	\$4.50	\$0.00	\$12.00	\$390.24
255/50R19 103W	BSW	4x4 Diamaris	34990	\$259.66	\$3.00	\$7.00	\$269.66	\$4.50	\$0.00	\$12.00	\$286.16
MICHELIN ALPINE A4											
225/50R17 94H	BSW	Alpin A4	01929	\$190.10	\$3.00	\$7.00	\$200.10	\$4.50	\$0.00	\$12.00	\$216.60
MICHELIN CROSS TERRAIN											
P225/65R17 100T	BSW	Cross Terrain SUV	30799	\$154.61	\$3.00	\$7.00	\$164.61	\$4.50	\$0.00	\$12.00	\$181.11
MICHELIN LTX											
P255/65R17 108H	BSW	LTX A/S	60044	\$176.14	\$3.00	\$7.00	\$186.14	\$4.50	\$0.00	\$12.00	\$202.64
P255/65R17 108S	BSW	LTX A/S	59101	\$170.23	\$3.00	\$7.00	\$180.23	\$4.50	\$0.00	\$12.00	\$196.73
P255/70R18 112T	BSW	LTX A/S	64360	\$198.56	\$3.00	\$7.00	\$208.56	\$4.50	\$0.00	\$12.00	\$225.06
P265/60R18 109T	BSW	LTX A/S	54016	\$160.75	\$3.00	\$7.00	\$170.75	\$4.50	\$0.00	\$12.00	\$187.25
P275/65R18 114T	BSW	LTX A/S	05107	\$219.47	\$3.00	\$7.00	\$229.47	\$4.50	\$0.00	\$12.00	\$245.97
LT245/70R17 E	BSW	LTX A/S	90771	\$166.54	\$3.00	\$7.00	\$176.54	\$4.50	\$0.00	\$12.00	\$193.04
P235/65R17 103S	BSW	LTX A/S	95100	\$146.52	\$3.00	\$7.00	\$156.52	\$4.50	\$0.00	\$12.00	\$173.02
245/65R17 107S	BSW	LTX A/T2	47430	\$126.63	\$3.00	\$7.00	\$136.63	\$4.50	\$0.00	\$12.00	\$153.13
255/70R17 112T	BSW	LTX A/T2	24827	\$156.38	\$3.00	\$7.00	\$166.38	\$4.50	\$0.00	\$12.00	\$182.88
255/70R18 113T	BSW	LTX A/T2	70810	\$164.59	\$3.00	\$7.00	\$174.59	\$4.50	\$0.00	\$12.00	\$191.09
265/65R17 112S	BSW	LTX A/T2	39294	\$147.98	\$3.00	\$7.00	\$157.98	\$4.50	\$0.00	\$12.00	\$174.48
275/55R20 113 T	BSW	LTX A/T2	06689	\$151.90	\$3.00	\$7.00	\$161.90	\$4.50	\$0.00	\$12.00	\$178.40
31X10.50R15 C 109R	BSW	LTX A/T2	07978	\$126.15	\$3.00	\$7.00	\$136.15	\$4.50	\$0.00	\$12.00	\$152.65
LT215/85R16 E 115R	BSW	LTX A/T2	11565	\$158.93	\$3.00	\$7.00	\$168.93	\$4.50	\$0.00	\$12.00	\$185.43
LT225/75R16 E 115R	BSW	LTX A/T2	94398	\$144.85	\$3.00	\$7.00	\$154.85	\$4.50	\$0.00	\$12.00	\$171.35
LT235/80R17 E 120R	BSW	LTX A/T2	01569	\$175.13	\$3.00	\$7.00	\$185.13	\$4.50	\$0.00	\$12.00	\$201.63
LT235/85R16 E 120R	BSW	LTX A/T2	80300	\$160.05	\$3.00	\$7.00	\$170.05	\$4.50	\$0.00	\$12.00	\$186.55
LT245/70R17 E 119R	BSW	LTX A/T2	36711	\$167.51	\$3.00	\$7.00	\$177.51	\$4.50	\$0.00	\$12.00	\$194.01

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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LT245/75R16 E 120R	BSW	LTX A/T2	08115	\$143.91	\$3.00	\$7.00	\$153.91	\$4.50	\$0.00	\$12.00	\$170.41
LT245/75R16 E 120R	BSW	LTX A/T2	17138	\$154.79	\$3.00	\$7.00	\$164.79	\$4.50	\$0.00	\$12.00	\$181.29
LT245/75R17 E 121R	BSW	LTX A/T2	13022	\$156.88	\$3.00	\$7.00	\$166.88	\$4.50	\$0.00	\$12.00	\$183.38
LT265/70R17 E 121R	BSW	LTX A/T2	14735	\$172.07	\$3.00	\$7.00	\$182.07	\$4.50	\$0.00	\$12.00	\$198.57
LT265/70R18 E 124R	BSW	LTX A/T2	18801	\$201.38	\$3.00	\$7.00	\$211.38	\$4.50	\$0.00	\$12.00	\$227.88
LT265/75R16 E 123R	BSW	LTX A/T2	06924	\$164.08	\$3.00	\$7.00	\$174.08	\$4.50	\$0.00	\$12.00	\$190.58
LT265/75R16 E 123R	BSW	LTX A/T2	04736	\$165.44	\$3.00	\$7.00	\$175.44	\$4.50	\$0.00	\$12.00	\$191.94
LT275/65R18 E 123R	BSW	LTX A/T2	03822	\$190.22	\$3.00	\$7.00	\$200.22	\$4.50	\$0.00	\$12.00	\$216.72
LT275/65R20 E 126R	BSW	LTX A/T2	04516	\$210.68	\$3.00	\$7.00	\$220.68	\$4.50	\$0.00	\$12.00	\$237.18
LT275/65R20 E 126/123R	BSW	LTX A/T2	57237	\$210.68	\$3.00	\$7.00	\$220.68	\$4.50	\$0.00	\$12.00	\$237.18
LT275/70R18 E 125R	BSW	LTX A/T2	29367	\$201.88	\$3.00	\$7.00	\$211.88	\$4.50	\$0.00	\$12.00	\$228.38
LT275/70R18 E 125R	BSW	LTX A/T2	01700	\$192.66	\$3.00	\$7.00	\$202.66	\$4.50	\$0.00	\$12.00	\$219.16
LT285/55R20 E 122R	BSW	LTX A/T2	16270	\$263.26	\$3.00	\$7.00	\$273.26	\$4.50	\$0.00	\$12.00	\$289.76
LT285/65R18 E 125R	BSW	LTX A/T2	42614	\$214.00	\$3.00	\$7.00	\$224.00	\$4.50	\$0.00	\$12.00	\$240.50
LT285/70R17 D 121R	BSW	LTX A/T2	16696	\$190.51	\$3.00	\$7.00	\$200.51	\$4.50	\$0.00	\$12.00	\$217.01
LT285/75R16 126/123R	BSW	LTX A/T2	43182	\$187.18	\$3.00	\$7.00	\$197.18	\$4.50	\$0.00	\$12.00	\$213.68
P235/75R15 XL 108S	BSW	LTX A/T2	35961	\$102.07	\$3.00	\$7.00	\$112.07	\$4.50	\$0.00	\$12.00	\$128.57
P245/70R16 106S	BSW	LTX A/T2	98347	\$116.34	\$3.00	\$7.00	\$126.34	\$4.50	\$0.00	\$12.00	\$142.84
P245/70R17 108S	BSW	LTX A/T2	19436	\$146.54	\$3.00	\$7.00	\$156.54	\$4.50	\$0.00	\$12.00	\$173.04
P245/75R16 109S	BSW	LTX A/T2	02399	\$121.16	\$3.00	\$7.00	\$131.16	\$4.50	\$0.00	\$12.00	\$147.66
P265/60R18 109T	BSW	LTX A/T2	16109	\$156.68	\$3.00	\$7.00	\$166.68	\$4.50	\$0.00	\$12.00	\$183.18
P265/70R16 111S	BSW	LTX A/T2	20821	\$129.59	\$3.00	\$7.00	\$139.59	\$4.50	\$0.00	\$12.00	\$156.09
P265/70R17 113S	BSW	LTX A/T2	70371	\$151.85	\$3.00	\$7.00	\$161.85	\$4.50	\$0.00	\$12.00	\$178.35
P275/60R20 114S	BSW	LTX A/T2	36429	\$173.52	\$3.00	\$7.00	\$183.52	\$4.50	\$0.00	\$12.00	\$200.02
P275/65R18 114T	BSW	LTX A/T2	06841	\$180.80	\$3.00	\$7.00	\$190.80	\$4.50	\$0.00	\$12.00	\$207.30
265/65R18 114T	BSW	LTX A/T2	50646	\$179.34	\$3.00	\$7.00	\$189.34	\$4.50	\$0.00	\$12.00	\$205.84
LT265/70R17 121/118R	BSW	LTX A/T2	36651	\$170.44	\$3.00	\$7.00	\$180.44	\$4.50	\$0.00	\$12.00	\$196.94
31X10.50R15 C 109R	BSW	LTX M/S	24798	\$137.68	\$3.00	\$7.00	\$147.68	\$4.50	\$0.00	\$12.00	\$164.18
P245/60R18 104T	BSW	LTX M/S	13192	\$163.65	\$3.00	\$7.00	\$173.65	\$4.50	\$0.00	\$12.00	\$190.15
P245/65R17 105T	BSW	LTX M/S	35551	\$140.09	\$3.00	\$7.00	\$150.09	\$4.50	\$0.00	\$12.00	\$166.59
P275/70R16 114H	BSW	LTX M/S	98835	\$163.23	\$3.00	\$7.00	\$173.23	\$4.50	\$0.00	\$12.00	\$189.73
P275/70R16 114S	BSW	LTX M/S	43428	\$167.70	\$3.00	\$7.00	\$177.70	\$4.50	\$0.00	\$12.00	\$194.20

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
LT245/75R16 E 120R	BSW	LTX M/S	22606	\$163.19	\$3.00	\$7.00	\$173.19	\$4.50	\$0.00	\$12.00	\$189.69
P265/70R17	BSW	LTX M/S	66259	\$156.03	\$3.00	\$7.00	\$166.03	\$4.50	\$0.00	\$12.00	\$182.53
LT215/85R16 E 115R	BSW	LTX M/S2	02397	\$158.93	\$3.00	\$7.00	\$168.93	\$4.50	\$0.00	\$12.00	\$185.43
LT225/75R16 E 115R	BSW	LTX M/S2	05681	\$144.85	\$3.00	\$7.00	\$154.85	\$4.50	\$0.00	\$12.00	\$171.35
LT235/80R17 E 120R	BSW	LTX M/S2	91504	\$153.74	\$3.00	\$7.00	\$163.74	\$4.50	\$0.00	\$12.00	\$180.24
LT235/80R17 E 120R	BSW	LTX M/S2	14157	\$173.83	\$3.00	\$7.00	\$183.83	\$4.50	\$0.00	\$12.00	\$200.33
LT235/85R16 E 120R	BSW	LTX M/S2	19595	\$151.50	\$3.00	\$7.00	\$161.50	\$4.50	\$0.00	\$12.00	\$178.00
LT235/85R16 E 120R	BSW	LTX M/S2	27679	\$160.32	\$3.00	\$7.00	\$170.32	\$4.50	\$0.00	\$12.00	\$186.82
LT245/70R17 E 119R	BSW	LTX M/S2	00644	\$167.51	\$3.00	\$7.00	\$177.51	\$4.50	\$0.00	\$12.00	\$194.01
LT245/75R16 E 120R	BSW	LTX M/S2	21676	\$154.79	\$3.00	\$7.00	\$164.79	\$4.50	\$0.00	\$12.00	\$181.29
LT245/75R16 E 120R	BSW	LTX M/S2	36228	\$143.91	\$3.00	\$7.00	\$153.91	\$4.50	\$0.00	\$12.00	\$170.41
LT245/75R17 E 121R	BSW	LTX M/S2	31733	\$165.48	\$3.00	\$7.00	\$175.48	\$4.50	\$0.00	\$12.00	\$191.98
LT265/70R17 E 121R	BSW	LTX M/S2	97723	\$172.07	\$3.00	\$7.00	\$182.07	\$4.50	\$0.00	\$12.00	\$198.57
LT265/70R17 E 121R	BSW	LTX M/S2	14221	\$170.44	\$3.00	\$7.00	\$180.44	\$4.50	\$0.00	\$12.00	\$196.94
LT265/75R16 E 123R	BSW	LTX M/S2	23388	\$164.08	\$3.00	\$7.00	\$174.08	\$4.50	\$0.00	\$12.00	\$190.58
LT265/75R16 E 123R	BSW	LTX M/S2	30217	\$165.44	\$3.00	\$7.00	\$175.44	\$4.50	\$0.00	\$12.00	\$191.94
LT275/65R18 E 123R	BSW	LTX M/S2	01137	\$190.22	\$3.00	\$7.00	\$200.22	\$4.50	\$0.00	\$12.00	\$216.72
LT275/65R20 E 126R	BSW	LTX M/S2	19016	\$215.91	\$3.00	\$7.00	\$225.91	\$4.50	\$0.00	\$12.00	\$242.41
LT275/70R18 E 125R	BSW	LTX M/S2	04035	\$192.66	\$3.00	\$7.00	\$202.66	\$4.50	\$0.00	\$12.00	\$219.16
LT285/70R17 D 121R	BSW	LTX M/S2	11305	\$190.51	\$3.00	\$7.00	\$200.51	\$4.50	\$0.00	\$12.00	\$217.01
LT285/75R16 E 126R	BSW	LTX M/S2	21272	\$166.07	\$3.00	\$7.00	\$176.07	\$4.50	\$0.00	\$12.00	\$192.57
P225/70R16 101T	BSW	LTX M/S2	11443	\$111.55	\$3.00	\$7.00	\$121.55	\$4.50	\$0.00	\$12.00	\$138.05
P235/70R16 104T	BSW	LTX M/S2	07253	\$118.82	\$3.00	\$7.00	\$128.82	\$4.50	\$0.00	\$12.00	\$145.32
P235/70R17 XL 108T	BSW	LTX M/S2	01721	\$125.23	\$3.00	\$7.00	\$135.23	\$4.50	\$0.00	\$12.00	\$151.73
P235/75R15 XL 108T	BSW	LTX M/S2	36210	\$102.08	\$3.00	\$7.00	\$112.08	\$4.50	\$0.00	\$12.00	\$128.58
P245/70R16 106T	BSW	LTX M/S2	35177	\$116.34	\$3.00	\$7.00	\$126.34	\$4.50	\$0.00	\$12.00	\$142.84
P245/70R17 108T	BSW	LTX M/S2	91940	\$146.54	\$3.00	\$7.00	\$156.54	\$4.50	\$0.00	\$12.00	\$173.04
P245/75R16 109T	BSW	LTX M/S2	28525	\$121.16	\$3.00	\$7.00	\$131.16	\$4.50	\$0.00	\$12.00	\$147.66
P255/65R16 106T	BSW	LTX M/S2	11391	\$125.33	\$3.00	\$7.00	\$135.33	\$4.50	\$0.00	\$12.00	\$151.83
P255/65R17 108T	BSW	LTX M/S2	18907	\$149.04	\$3.00	\$7.00	\$159.04	\$4.50	\$0.00	\$12.00	\$175.54
P255/70R16 109T	BSW	LTX M/S2	23111	\$126.90	\$3.00	\$7.00	\$136.90	\$4.50	\$0.00	\$12.00	\$153.40
P255/70R17 110T	BSW	LTX M/S2	00088	\$146.38	\$3.00	\$7.00	\$156.38	\$4.50	\$0.00	\$12.00	\$172.88

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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P255/70R18 112T	BSW	LTX M/S2	08782	\$143.53	\$3.00	\$7.00	\$153.53	\$4.50	\$0.00	\$12.00	\$170.03
P265/60R18 109T	BSW	LTX M/S2	11631	\$156.68	\$3.00	\$7.00	\$166.68	\$4.50	\$0.00	\$12.00	\$183.18
P265/65R17 110T	BSW	LTX M/S2	25979	\$147.98	\$3.00	\$7.00	\$157.98	\$4.50	\$0.00	\$12.00	\$174.48
P265/65R18 112T	BSW	LTX M/S2	02633	\$157.86	\$3.00	\$7.00	\$167.86	\$4.50	\$0.00	\$12.00	\$184.36
P265/70R16 111T	BSW	LTX M/S2	10302	\$129.58	\$3.00	\$7.00	\$139.58	\$4.50	\$0.00	\$12.00	\$156.08
P265/70R17 113T	BSW	LTX M/S2	09607	\$151.85	\$3.00	\$7.00	\$161.85	\$4.50	\$0.00	\$12.00	\$178.35
P265/70R18 114T	BSW	LTX M/S2	28689	\$152.04	\$3.00	\$7.00	\$162.04	\$4.50	\$0.00	\$12.00	\$178.54
P265/75R16 114T	BSW	LTX M/S2	00981	\$131.55	\$3.00	\$7.00	\$141.55	\$4.50	\$0.00	\$12.00	\$158.05
P275/55R20 111T	BSW	LTX M/S2	22093	\$151.90	\$3.00	\$7.00	\$161.90	\$4.50	\$0.00	\$12.00	\$178.40
P275/60R20 114T	BSW	LTX M/S2	75433	\$173.52	\$3.00	\$7.00	\$183.52	\$4.50	\$0.00	\$12.00	\$200.02
P275/65R18 114T	BSW	LTX M/S2	79828	\$170.50	\$3.00	\$7.00	\$180.50	\$4.50	\$0.00	\$12.00	\$197.00
245/70R17 110T	BSW	LTX M/S2	42087	\$146.54	\$3.00	\$7.00	\$156.54	\$4.50	\$0.00	\$12.00	\$173.04
275/55R20 113H	BSW	LTX M/S2	65604	\$151.90	\$3.00	\$7.00	\$161.90	\$4.50	\$0.00	\$12.00	\$178.40
LT225/75R16 E 115R	BSW	LTX Winter	60259	\$140.81	\$3.00	\$7.00	\$150.81	\$4.50	\$0.00	\$12.00	\$167.31
LT245/70R17 E 119R	BSW	LTX Winter	00737	\$160.94	\$3.00	\$7.00	\$170.94	\$4.50	\$0.00	\$12.00	\$187.44
LT245/75R16 E 120R	BSW	LTX Winter	14719	\$146.24	\$3.00	\$7.00	\$156.24	\$4.50	\$0.00	\$12.00	\$172.74
LT265/70R17 E 121R	BSW	LTX Winter	98602	\$168.77	\$3.00	\$7.00	\$178.77	\$4.50	\$0.00	\$12.00	\$195.27
LT265/75R16 E 123R	BSW	LTX Winter	86851	\$149.96	\$3.00	\$7.00	\$159.96	\$4.50	\$0.00	\$12.00	\$176.46
LT275/65R18 E 123R	BSW	LTX Winter	14705	\$210.49	\$3.00	\$7.00	\$220.49	\$4.50	\$0.00	\$12.00	\$236.99
BFGoodrich Pass & L/T											
BFG Advantage T/A											
185/60R15 84T	BSW	Advantage T/A	19478	\$72.93	\$3.00	\$7.00	\$82.93	\$4.50	\$0.00	\$12.00	\$99.43
185/65R14 86T	BSW	Advantage T/A	24853	\$60.49	\$3.00	\$7.00	\$70.49	\$4.50	\$0.00	\$12.00	\$86.99
185/65R15 88H	BSW	Advantage T/A	08163	\$62.05	\$3.00	\$7.00	\$72.05	\$4.50	\$0.00	\$12.00	\$88.55
185/65R15 88T	BSW	Advantage T/A	15299	\$61.95	\$3.00	\$7.00	\$71.95	\$4.50	\$0.00	\$12.00	\$88.45
195/55R16 87V	BSW	Advantage T/A	80052	\$82.90	\$3.00	\$7.00	\$92.90	\$4.50	\$0.00	\$12.00	\$109.40
195/60R15 88H	BSW	Advantage T/A	69345	\$63.62	\$3.00	\$7.00	\$73.62	\$4.50	\$0.00	\$12.00	\$90.12
195/60R15 88T	BSW	Advantage T/A	82309	\$62.84	\$3.00	\$7.00	\$72.84	\$4.50	\$0.00	\$12.00	\$89.34
195/65R15 91H	BSW	Advantage T/A	07671	\$65.00	\$3.00	\$7.00	\$75.00	\$4.50	\$0.00	\$12.00	\$91.50

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195/65R15 91T	BSW	Advantage T/A	90933	\$68.74	\$3.00	\$7.00	\$78.74	\$4.50	\$0.00	\$12.00	\$95.24
205/55R16 91H	BSW	Advantage T/A	27200	\$76.98	\$3.00	\$7.00	\$86.98	\$4.50	\$0.00	\$12.00	\$103.48
205/55R16 91T	BSW	Advantage T/A	10596	\$75.60	\$3.00	\$7.00	\$85.60	\$4.50	\$0.00	\$12.00	\$102.10
205/60R15 91H	BSW	Advantage T/A	10233	\$69.40	\$3.00	\$7.00	\$79.40	\$4.50	\$0.00	\$12.00	\$95.90
205/60R16 92H	BSW	Advantage T/A	04259	\$77.04	\$3.00	\$7.00	\$87.04	\$4.50	\$0.00	\$12.00	\$103.54
205/60R16 92T	BSW	Advantage T/A	26379	\$73.41	\$3.00	\$7.00	\$83.41	\$4.50	\$0.00	\$12.00	\$99.91
205/60R16 92V	BSW	Advantage T/A	76465	\$77.37	\$3.00	\$7.00	\$87.37	\$4.50	\$0.00	\$12.00	\$103.87
205/65R15 94H	BSW	Advantage T/A	32707	\$70.99	\$3.00	\$7.00	\$80.99	\$4.50	\$0.00	\$12.00	\$97.49
205/65R15 94T	BSW	Advantage T/A	98654	\$69.74	\$3.00	\$7.00	\$79.74	\$4.50	\$0.00	\$12.00	\$96.24
215/50R17 XL 95V	BSW	Advantage T/A	46850	\$105.19	\$3.00	\$7.00	\$115.19	\$4.50	\$0.00	\$12.00	\$131.69
215/55R16 XL 97H	BSW	Advantage T/A	16767	\$88.39	\$3.00	\$7.00	\$98.39	\$4.50	\$0.00	\$12.00	\$114.89
215/55R17 94H	BSW	Advantage T/A	19616	\$95.67	\$3.00	\$7.00	\$105.67	\$4.50	\$0.00	\$12.00	\$122.17
215/55R17 94T	BSW	Advantage T/A	09259	\$93.70	\$3.00	\$7.00	\$103.70	\$4.50	\$0.00	\$12.00	\$120.20
215/55R17 94V	BSW	Advantage T/A	82042	\$96.89	\$3.00	\$7.00	\$106.89	\$4.50	\$0.00	\$12.00	\$123.39
215/55R18 95H	BSW	Advantage T/A	35417	\$104.77	\$3.00	\$7.00	\$114.77	\$4.50	\$0.00	\$12.00	\$131.27
215/55R18 95T	BSW	Advantage T/A	01539	\$102.80	\$3.00	\$7.00	\$112.80	\$4.50	\$0.00	\$12.00	\$129.30
215/60R15 94H	BSW	Advantage T/A	21409	\$68.66	\$3.00	\$7.00	\$78.66	\$4.50	\$0.00	\$12.00	\$95.16
215/60R16 95H	BSW	Advantage T/A	02107	\$83.57	\$3.00	\$7.00	\$93.57	\$4.50	\$0.00	\$12.00	\$110.07
215/60R16 95T	BSW	Advantage T/A	21779	\$79.97	\$3.00	\$7.00	\$89.97	\$4.50	\$0.00	\$12.00	\$106.47
215/60R16 95V	BSW	Advantage T/A	39484	\$86.34	\$3.00	\$7.00	\$96.34	\$4.50	\$0.00	\$12.00	\$112.84
215/60R17 96T	BSW	Advantage T/A	76468	\$88.31	\$3.00	\$7.00	\$98.31	\$4.50	\$0.00	\$12.00	\$114.81
215/65R16 98T	BSW	Advantage T/A	77906	\$76.49	\$3.00	\$7.00	\$86.49	\$4.50	\$0.00	\$12.00	\$102.99
215/65R17 99T	BSW	Advantage T/A	61840	\$91.55	\$3.00	\$7.00	\$101.55	\$4.50	\$0.00	\$12.00	\$118.05
215/70R15 98T	BSW	Advantage T/A	10056	\$71.50	\$3.00	\$7.00	\$81.50	\$4.50	\$0.00	\$12.00	\$98.00
225/50R17 94T	BSW	Advantage T/A	51434	\$91.06	\$3.00	\$7.00	\$101.06	\$4.50	\$0.00	\$12.00	\$117.56
225/50R17 94V	BSW	Advantage T/A	72341	\$105.79	\$3.00	\$7.00	\$115.79	\$4.50	\$0.00	\$12.00	\$132.29
225/50R18 95T	BSW	Advantage T/A	04912	\$100.60	\$3.00	\$7.00	\$110.60	\$4.50	\$0.00	\$12.00	\$127.10
225/55R17 97H	BSW	Advantage T/A	12565	\$101.65	\$3.00	\$7.00	\$111.65	\$4.50	\$0.00	\$12.00	\$128.15
225/55R17 97T	BSW	Advantage T/A	16512	\$98.95	\$3.00	\$7.00	\$108.95	\$4.50	\$0.00	\$12.00	\$125.45
225/55R17 97V	BSW	Advantage T/A	12516	\$107.08	\$3.00	\$7.00	\$117.08	\$4.50	\$0.00	\$12.00	\$133.58
225/55R18 98H	BSW	Advantage T/A	96542	\$114.32	\$3.00	\$7.00	\$124.32	\$4.50	\$0.00	\$12.00	\$140.82
225/60R16 98H	BSW	Advantage T/A	08431	\$84.04	\$3.00	\$7.00	\$94.04	\$4.50	\$0.00	\$12.00	\$110.54

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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225/60R16 98T	BSW	Advantage T/A	64557	\$78.88	\$3.00	\$7.00	\$88.88	\$4.50	\$0.00	\$12.00	\$105.38
225/60R16 98V	BSW	Advantage T/A	58028	\$87.17	\$3.00	\$7.00	\$97.17	\$4.50	\$0.00	\$12.00	\$113.67
225/60R17 99T	BSW	Advantage T/A	01507	\$109.78	\$3.00	\$7.00	\$119.78	\$4.50	\$0.00	\$12.00	\$136.28
225/60R18 100H	BSW	Advantage T/A	38527	\$107.74	\$3.00	\$7.00	\$117.74	\$4.50	\$0.00	\$12.00	\$134.24
225/65R16 100T	BSW	Advantage T/A	24615	\$105.44	\$3.00	\$7.00	\$115.44	\$4.50	\$0.00	\$12.00	\$131.94
225/65R17 102T	BSW	Advantage T/A	26926	\$94.67	\$3.00	\$7.00	\$104.67	\$4.50	\$0.00	\$12.00	\$121.17
235/55R17 99H	BSW	Advantage T/A	05491	\$107.05	\$3.00	\$7.00	\$117.05	\$4.50	\$0.00	\$12.00	\$133.55
235/55R18 100T	BSW	Advantage T/A	18772	\$122.84	\$3.00	\$7.00	\$132.84	\$4.50	\$0.00	\$12.00	\$149.34
235/60R16 100H	BSW	Advantage T/A	99319	\$98.15	\$3.00	\$7.00	\$108.15	\$4.50	\$0.00	\$12.00	\$124.65
235/60R17 102T	BSW	Advantage T/A	03135	\$106.15	\$3.00	\$7.00	\$116.15	\$4.50	\$0.00	\$12.00	\$132.65
235/65R16 103T	BSW	Advantage T/A	97843	\$92.51	\$3.00	\$7.00	\$102.51	\$4.50	\$0.00	\$12.00	\$119.01
P185/70R14 87T	BSW	Advantage T/A	28653	\$59.88	\$3.00	\$7.00	\$69.88	\$4.50	\$0.00	\$12.00	\$86.38
P195/70R14 90T	BSW	Advantage T/A	12729	\$62.44	\$3.00	\$7.00	\$72.44	\$4.50	\$0.00	\$12.00	\$88.94
P205/70R15 95T	BSW	Advantage T/A	30010	\$70.16	\$3.00	\$7.00	\$80.16	\$4.50	\$0.00	\$12.00	\$96.66
BFG g-Force Sport											
225/45ZR17	BSW	g-Force Sport	97329	\$107.78	\$3.00	\$7.00	\$117.78	\$4.50	\$0.00	\$12.00	\$134.28
BFG g-Force Sport Comp-2											
195/50R15 82V	BSW	g-Force Sprt CMP2	49667	\$63.69	\$3.00	\$7.00	\$73.69	\$4.50	\$0.00	\$12.00	\$90.19
195/55R15 85V	BSW	g-Force Sprt CMP2	74954	\$65.93	\$3.00	\$7.00	\$75.93	\$4.50	\$0.00	\$12.00	\$92.43
205/40R17 80W	BSW	g-Force Sprt CMP2	93064	\$80.88	\$3.00	\$7.00	\$90.88	\$4.50	\$0.00	\$12.00	\$107.38
205/45R16 83W	BSW	g-Force Sprt CMP2	39679	\$71.87	\$3.00	\$7.00	\$81.87	\$4.50	\$0.00	\$12.00	\$98.37
205/45R17 XL 88W	BSW	g-Force Sprt CMP2	87731	\$77.36	\$3.00	\$7.00	\$87.36	\$4.50	\$0.00	\$12.00	\$103.86
205/50R16 87W	BSW	g-Force Sprt CMP2	01928	\$76.42	\$3.00	\$7.00	\$86.42	\$4.50	\$0.00	\$12.00	\$102.92
205/50R17 89W	BSW	g-Force Sprt CMP2	15000	\$80.86	\$3.00	\$7.00	\$90.86	\$4.50	\$0.00	\$12.00	\$107.36
205/55R16 91W	BSW	g-Force Sprt CMP2	55712	\$76.61	\$3.00	\$7.00	\$86.61	\$4.50	\$0.00	\$12.00	\$103.11
215/40R18 XL 89W	BSW	g-Force Sprt CMP2	16470	\$113.43	\$3.00	\$7.00	\$123.43	\$4.50	\$0.00	\$12.00	\$139.93
215/45R17 87W	BSW	g-Force Sprt CMP2	95148	\$81.48	\$3.00	\$7.00	\$91.48	\$4.50	\$0.00	\$12.00	\$107.98
215/45R18 89W	BSW	g-Force Sprt CMP2	64537	\$114.66	\$3.00	\$7.00	\$124.66	\$4.50	\$0.00	\$12.00	\$141.16

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215/50R17 XL 95W	BSW	g-Force Sprt CMP2	09894	\$88.91	\$3.00	\$7.00	\$98.91	\$4.50	\$0.00	\$12.00	\$115.41
215/55R16 93W	BSW	g-Force Sprt CMP2	62565	\$80.53	\$3.00	\$7.00	\$90.53	\$4.50	\$0.00	\$12.00	\$107.03
225/40R18 88W	BSW	g-Force Sprt CMP2	11558	\$93.92	\$3.00	\$7.00	\$103.92	\$4.50	\$0.00	\$12.00	\$120.42
225/40R19 XL 93W	BSW	g-Force Sprt CMP2	27832	\$133.95	\$3.00	\$7.00	\$143.95	\$4.50	\$0.00	\$12.00	\$160.45
225/45R17 91W	BSW	g-Force Sprt CMP2	27062	\$86.59	\$3.00	\$7.00	\$96.59	\$4.50	\$0.00	\$12.00	\$113.09
225/45R18 XL 95W	BSW	g-Force Sprt CMP2	09303	\$109.39	\$3.00	\$7.00	\$119.39	\$4.50	\$0.00	\$12.00	\$135.89
225/45R19 XL 96W	BSW	g-Force Sprt CMP2	03767	\$156.89	\$3.00	\$7.00	\$166.89	\$4.50	\$0.00	\$12.00	\$183.39
225/50R16 92W	BSW	g-Force Sprt CMP2	03450	\$77.10	\$3.00	\$7.00	\$87.10	\$4.50	\$0.00	\$12.00	\$103.60
225/50R17 94W	BSW	g-Force Sprt CMP2	37324	\$92.64	\$3.00	\$7.00	\$102.64	\$4.50	\$0.00	\$12.00	\$119.14
225/50R18 95W	BSW	g-Force Sprt CMP2	30844	\$117.73	\$3.00	\$7.00	\$127.73	\$4.50	\$0.00	\$12.00	\$144.23
225/55R16 95W	BSW	g-Force Sprt CMP2	50004	\$84.75	\$3.00	\$7.00	\$94.75	\$4.50	\$0.00	\$12.00	\$111.25
225/55R17 97W	BSW	g-Force Sprt CMP2	09040	\$94.43	\$3.00	\$7.00	\$104.43	\$4.50	\$0.00	\$12.00	\$120.93
235/40R18 91W	BSW	g-Force Sprt CMP2	66818	\$112.03	\$3.00	\$7.00	\$122.03	\$4.50	\$0.00	\$12.00	\$138.53
235/45R17 94W	BSW	g-Force Sprt CMP2	41420	\$87.67	\$3.00	\$7.00	\$97.67	\$4.50	\$0.00	\$12.00	\$114.17
235/45R18 XL 98W	BSW	g-Force Sprt CMP2	08998	\$110.09	\$3.00	\$7.00	\$120.09	\$4.50	\$0.00	\$12.00	\$136.59
235/50R18 97W	BSW	g-Force Sprt CMP2	88750	\$122.26	\$3.00	\$7.00	\$132.26	\$4.50	\$0.00	\$12.00	\$148.76
245/35R20 XL 95W	BSW	g-Force Sprt CMP2	95660	\$119.65	\$3.00	\$7.00	\$129.65	\$4.50	\$0.00	\$12.00	\$146.15
245/40R17 91W	BSW	g-Force Sprt CMP2	55411	\$96.72	\$3.00	\$7.00	\$106.72	\$4.50	\$0.00	\$12.00	\$123.22
245/40R18 93W	BSW	g-Force Sprt CMP2	26006	\$123.02	\$3.00	\$7.00	\$133.02	\$4.50	\$0.00	\$12.00	\$149.52
245/40R19 XL 98W	BSW	g-Force Sprt CMP2	18887	\$148.42	\$3.00	\$7.00	\$158.42	\$4.50	\$0.00	\$12.00	\$174.92
245/45R17 95W	BSW	g-Force Sprt CMP2	03762	\$91.12	\$3.00	\$7.00	\$101.12	\$4.50	\$0.00	\$12.00	\$117.62
245/45R18 96W	BSW	g-Force Sprt CMP2	23012	\$121.90	\$3.00	\$7.00	\$131.90	\$4.50	\$0.00	\$12.00	\$148.40
245/45R19 98W	BSW	g-Force Sprt CMP2	17676	\$157.71	\$3.00	\$7.00	\$167.71	\$4.50	\$0.00	\$12.00	\$184.21
245/45R20 XL 103W	BSW	g-Force Sprt CMP2	77147	\$131.70	\$3.00	\$7.00	\$141.70	\$4.50	\$0.00	\$12.00	\$158.20
245/50R16 97W	BSW	g-Force Sprt CMP2	13737	\$102.49	\$3.00	\$7.00	\$112.49	\$4.50	\$0.00	\$12.00	\$128.99
245/50R19 XL 105W	BSW	g-Force Sprt CMP2	01635	\$143.89	\$3.00	\$7.00	\$153.89	\$4.50	\$0.00	\$12.00	\$170.39
255/35R18 90W	BSW	g-Force Sprt CMP2	09951	\$147.20	\$3.00	\$7.00	\$157.20	\$4.50	\$0.00	\$12.00	\$173.70
255/35R19 XL 96W	BSW	g-Force Sprt CMP2	12626	\$150.96	\$3.00	\$7.00	\$160.96	\$4.50	\$0.00	\$12.00	\$177.46
255/35R20 XL 97W	BSW	g-Force Sprt CMP2	33909	\$119.77	\$3.00	\$7.00	\$129.77	\$4.50	\$0.00	\$12.00	\$146.27
255/40R17 94W	BSW	g-Force Sprt CMP2	50903	\$97.00	\$3.00	\$7.00	\$107.00	\$4.50	\$0.00	\$12.00	\$123.50
255/40R18 95W	BSW	g-Force Sprt CMP2	12571	\$136.62	\$3.00	\$7.00	\$146.62	\$4.50	\$0.00	\$12.00	\$163.12
255/40R19 XL 100W	BSW	g-Force Sprt CMP2	89550	\$162.45	\$3.00	\$7.00	\$172.45	\$4.50	\$0.00	\$12.00	\$188.95

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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255/45R17 98W	BSW	g-Force Sprt CMP2	78758	\$104.29	\$3.00	\$7.00	\$114.29	\$4.50	\$0.00	\$12.00	\$130.79
255/45R18 99W	BSW	g-Force Sprt CMP2	01563	\$134.33	\$3.00	\$7.00	\$144.33	\$4.50	\$0.00	\$12.00	\$160.83
255/45R20 101W	BSW	g-Force Sprt CMP2	29432	\$132.46	\$3.00	\$7.00	\$142.46	\$4.50	\$0.00	\$12.00	\$158.96
255/50R16 99W	BSW	g-Force Sprt CMP2	29304	\$109.95	\$3.00	\$7.00	\$119.95	\$4.50	\$0.00	\$12.00	\$136.45
265/35R18 93W	BSW	g-Force Sprt CMP2	17880	\$146.35	\$3.00	\$7.00	\$156.35	\$4.50	\$0.00	\$12.00	\$172.85
265/35ZR19 XL 98W	BSW	g-Force Sprt CMP2	90875	\$186.88	\$3.00	\$7.00	\$196.88	\$4.50	\$0.00	\$12.00	\$213.38
265/40R18 XL 101W	BSW	g-Force Sprt CMP2	17222	\$150.79	\$3.00	\$7.00	\$160.79	\$4.50	\$0.00	\$12.00	\$177.29
275/35R18 95W	BSW	g-Force Sprt CMP2	75520	\$153.56	\$3.00	\$7.00	\$163.56	\$4.50	\$0.00	\$12.00	\$180.06
275/35R19 96W	BSW	g-Force Sprt CMP2	20313	\$179.59	\$3.00	\$7.00	\$189.59	\$4.50	\$0.00	\$12.00	\$206.09
275/40R17 98W	BSW	g-Force Sprt CMP2	31629	\$114.93	\$3.00	\$7.00	\$124.93	\$4.50	\$0.00	\$12.00	\$141.43
275/40R18 99W	BSW	g-Force Sprt CMP2	09929	\$152.50	\$3.00	\$7.00	\$162.50	\$4.50	\$0.00	\$12.00	\$179.00
275/40R19 101W	BSW	g-Force Sprt CMP2	30546	\$180.48	\$3.00	\$7.00	\$190.48	\$4.50	\$0.00	\$12.00	\$206.98
275/40R20 XL 106W	BSW	g-Force Sprt CMP2	82193	\$162.18	\$3.00	\$7.00	\$172.18	\$4.50	\$0.00	\$12.00	\$188.68
285/35R19 XL 103W	BSW	g-Force Sprt CMP2	38139	\$174.33	\$3.00	\$7.00	\$184.33	\$4.50	\$0.00	\$12.00	\$200.83
BFG g-Force SS A/S											
205/40R17 XL 84W	BSW	g-Force SS A/S	37408	\$76.33	\$3.00	\$7.00	\$86.33	\$4.50	\$0.00	\$12.00	\$102.83
205/45R16 XL 87W	BSW	g-Force SS A/S	29804	\$75.68	\$3.00	\$7.00	\$85.68	\$4.50	\$0.00	\$12.00	\$102.18
205/50R15 XL 89W	BSW	g-Force SS A/S	07855	\$72.35	\$3.00	\$7.00	\$82.35	\$4.50	\$0.00	\$12.00	\$98.85
205/50R16 87W	BSW	g-Force SS A/S	91646	\$76.15	\$3.00	\$7.00	\$86.15	\$4.50	\$0.00	\$12.00	\$102.65
205/50R17 89W	BSW	g-Force SS A/S	21746	\$90.70	\$3.00	\$7.00	\$100.70	\$4.50	\$0.00	\$12.00	\$117.20
205/55R16 91W	BSW	g-Force SS A/S	21997	\$86.92	\$3.00	\$7.00	\$96.92	\$4.50	\$0.00	\$12.00	\$113.42
215/35R18 XL 84W	BSW	g-Force SS A/S	36234	\$96.12	\$3.00	\$7.00	\$106.12	\$4.50	\$0.00	\$12.00	\$122.62
215/45R17 XL 91W	BSW	g-Force SS A/S	06557	\$87.08	\$3.00	\$7.00	\$97.08	\$4.50	\$0.00	\$12.00	\$113.58
215/50R17 91W	BSW	g-Force SS A/S	39339	\$93.04	\$3.00	\$7.00	\$103.04	\$4.50	\$0.00	\$12.00	\$119.54
225/40R18 XL 92W	BSW	g-Force SS A/S	34663	\$99.41	\$3.00	\$7.00	\$109.41	\$4.50	\$0.00	\$12.00	\$125.91
225/45R17 XL 94W	BSW	g-Force SS A/S	26483	\$96.00	\$3.00	\$7.00	\$106.00	\$4.50	\$0.00	\$12.00	\$122.50
225/50R16 92W	BSW	g-Force SS A/S	18695	\$83.14	\$3.00	\$7.00	\$93.14	\$4.50	\$0.00	\$12.00	\$109.64
225/50R17 94W	BSW	g-Force SS A/S	33887	\$106.78	\$3.00	\$7.00	\$116.78	\$4.50	\$0.00	\$12.00	\$133.28
225/55R16 95W	BSW	g-Force SS A/S	31417	\$87.25	\$3.00	\$7.00	\$97.25	\$4.50	\$0.00	\$12.00	\$113.75
235/40R18 91W	BSW	g-Force SS A/S	14680	\$122.71	\$3.00	\$7.00	\$132.71	\$4.50	\$0.00	\$12.00	\$149.21

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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235/45R17 94W	BSW	g-Force SS A/S	28284	\$97.01	\$3.00	\$7.00	\$107.01	\$4.50	\$0.00	\$12.00	\$123.51
235/55R17 99W	BSW	g-Force SS A/S	63395	\$102.07	\$3.00	\$7.00	\$112.07	\$4.50	\$0.00	\$12.00	\$128.57
245/35R20 XL 95W	BSW	g-Force SS A/S	35681	\$132.66	\$3.00	\$7.00	\$142.66	\$4.50	\$0.00	\$12.00	\$159.16
245/40R17 91W	BSW	g-Force SS A/S	16749	\$107.14	\$3.00	\$7.00	\$117.14	\$4.50	\$0.00	\$12.00	\$133.64
245/40R18 93W	BSW	g-Force SS A/S	36997	\$130.63	\$3.00	\$7.00	\$140.63	\$4.50	\$0.00	\$12.00	\$157.13
245/45R17 95W	BSW	g-Force SS A/S	33059	\$100.64	\$3.00	\$7.00	\$110.64	\$4.50	\$0.00	\$12.00	\$127.14
245/45R18 96W	BSW	g-Force SS A/S	31105	\$127.34	\$3.00	\$7.00	\$137.34	\$4.50	\$0.00	\$12.00	\$153.84
245/50R16 97W	BSW	g-Force SS A/S	14689	\$90.57	\$3.00	\$7.00	\$100.57	\$4.50	\$0.00	\$12.00	\$117.07
255/35R20 XL 97W	BSW	g-Force SS A/S	36799	\$120.83	\$3.00	\$7.00	\$130.83	\$4.50	\$0.00	\$12.00	\$147.33
255/40R17 94W	BSW	g-Force SS A/S	05999	\$102.26	\$3.00	\$7.00	\$112.26	\$4.50	\$0.00	\$12.00	\$128.76
255/45R17 98W	BSW	g-Force SS A/S	11671	\$112.41	\$3.00	\$7.00	\$122.41	\$4.50	\$0.00	\$12.00	\$138.91
255/45R18 99W	BSW	g-Force SS A/S	21657	\$144.59	\$3.00	\$7.00	\$154.59	\$4.50	\$0.00	\$12.00	\$171.09
275/35R18 XL 99W	BSW	g-Force SS A/S	32513	\$158.55	\$3.00	\$7.00	\$168.55	\$4.50	\$0.00	\$12.00	\$185.05
275/40R17 98W	BSW	g-Force SS A/S	13977	\$116.18	\$3.00	\$7.00	\$126.18	\$4.50	\$0.00	\$12.00	\$142.68
275/40R18 99W	BSW	g-Force SS A/S	72702	\$157.75	\$3.00	\$7.00	\$167.75	\$4.50	\$0.00	\$12.00	\$184.25
BFG g-Force SS A/S SV											
185/60R14 82H	BSW	g-Force SS A/S H/V	23640	\$64.27	\$3.00	\$7.00	\$74.27	\$4.50	\$0.00	\$12.00	\$90.77
195/55R15 85V	BSW	g-Force SS A/S H/V	85026	\$85.44	\$3.00	\$7.00	\$95.44	\$4.50	\$0.00	\$12.00	\$111.94
195/60R14 86H	BSW	g-Force SS A/S H/V	21155	\$69.01	\$3.00	\$7.00	\$79.01	\$4.50	\$0.00	\$12.00	\$95.51
195/60R15 88H	BSW	g-Force SS A/S H/V	94511	\$71.52	\$3.00	\$7.00	\$81.52	\$4.50	\$0.00	\$12.00	\$98.02
205/50R16 87H	BSW	g-Force SS A/S H/V	16626	\$71.82	\$3.00	\$7.00	\$81.82	\$4.50	\$0.00	\$12.00	\$98.32
205/50R17 XL 93V	BSW	g-Force SS A/S H/V	22853	\$86.26	\$3.00	\$7.00	\$96.26	\$4.50	\$0.00	\$12.00	\$112.76
205/55R16 91H	BSW	g-Force SS A/S H/V	32352	\$78.69	\$3.00	\$7.00	\$88.69	\$4.50	\$0.00	\$12.00	\$105.19
215/50R17 XL 95V	BSW	g-Force SS A/S H/V	11497	\$88.78	\$3.00	\$7.00	\$98.78	\$4.50	\$0.00	\$12.00	\$115.28
215/55R16 XL 97H	BSW	g-Force SS A/S H/V	83701	\$89.18	\$3.00	\$7.00	\$99.18	\$4.50	\$0.00	\$12.00	\$115.68
225/45R17 XL 94H	BSW	g-Force SS A/S H/V	25343	\$90.56	\$3.00	\$7.00	\$100.56	\$4.50	\$0.00	\$12.00	\$117.06
225/50R17 94V	BSW	g-Force SS A/S H/V	91970	\$102.93	\$3.00	\$7.00	\$112.93	\$4.50	\$0.00	\$12.00	\$129.43
225/55R16 95H	BSW	g-Force SS A/S H/V	26469	\$83.40	\$3.00	\$7.00	\$93.40	\$4.50	\$0.00	\$12.00	\$109.90
245/45R18 96V	BSW	g-Force SS A/S H/V	54723	\$123.36	\$3.00	\$7.00	\$133.36	\$4.50	\$0.00	\$12.00	\$149.86

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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BFG Long Trail T/A TOUR											
215/70R16 100H	BSW	Long Trail T/A Tour	07127	\$98.51	\$3.00	\$7.00	\$108.51	\$4.50	\$0.00	\$12.00	\$125.01
225/65R17 102H	BSW	Long Trail T/A Tour	48275	\$113.64	\$3.00	\$7.00	\$123.64	\$4.50	\$0.00	\$12.00	\$140.14
225/65R17 102T	BSW	Long Trail T/A Tour	65734	\$150.76	\$3.00	\$7.00	\$160.76	\$4.50	\$0.00	\$12.00	\$177.26
235/55R18 100V	BSW	Long Trail T/A Tour	39138	\$131.21	\$3.00	\$7.00	\$141.21	\$4.50	\$0.00	\$12.00	\$157.71
235/60R18 103V	BSW	Long Trail T/A Tour	06598	\$126.58	\$3.00	\$7.00	\$136.58	\$4.50	\$0.00	\$12.00	\$153.08
235/65R17 104H	BSW	Long Trail T/A Tour	80976	\$115.11	\$3.00	\$7.00	\$125.11	\$4.50	\$0.00	\$12.00	\$141.61
245/60R18 105H	BSW	Long Trail T/A Tour	02829	\$138.39	\$3.00	\$7.00	\$148.39	\$4.50	\$0.00	\$12.00	\$164.89
255/55R18 105V	BSW	Long Trail T/A Tour	22371	\$139.15	\$3.00	\$7.00	\$149.15	\$4.50	\$0.00	\$12.00	\$165.65
255/60R17 106V	BSW	Long Trail T/A Tour	34456	\$115.54	\$3.00	\$7.00	\$125.54	\$4.50	\$0.00	\$12.00	\$142.04
P215/70R16 99T	BSW	Long Trail T/A Tour	15953	\$100.30	\$3.00	\$7.00	\$110.30	\$4.50	\$0.00	\$12.00	\$126.80
P215/75R15 100T	BSW	Long Trail T/A Tour	32459	\$88.45	\$3.00	\$7.00	\$98.45	\$4.50	\$0.00	\$12.00	\$114.95
P215/75R16 101T	BSW	Long Trail T/A Tour	27133	\$107.48	\$3.00	\$7.00	\$117.48	\$4.50	\$0.00	\$12.00	\$133.98
P225/70R15 100T	BSW	Long Trail T/A Tour	10804	\$101.96	\$3.00	\$7.00	\$111.96	\$4.50	\$0.00	\$12.00	\$128.46
P225/70R16 101T	BSW	Long Trail T/A Tour	14809	\$99.03	\$3.00	\$7.00	\$109.03	\$4.50	\$0.00	\$12.00	\$125.53
P225/75R15 102T	BSW	Long Trail T/A Tour	41881	\$90.75	\$3.00	\$7.00	\$100.75	\$4.50	\$0.00	\$12.00	\$117.25
P225/75R16 XL 106T	BSW	Long Trail T/A Tour	24706	\$99.59	\$3.00	\$7.00	\$109.59	\$4.50	\$0.00	\$12.00	\$126.09
P235/60R17 100T	BSW	Long Trail T/A Tour	29509	\$124.72	\$3.00	\$7.00	\$134.72	\$4.50	\$0.00	\$12.00	\$151.22
P235/65R16 101T	BSW	Long Trail T/A Tour	13473	\$123.85	\$3.00	\$7.00	\$133.85	\$4.50	\$0.00	\$12.00	\$150.35
P235/65R17 103T	BSW	Long Trail T/A Tour	18701	\$120.58	\$3.00	\$7.00	\$130.58	\$4.50	\$0.00	\$12.00	\$147.08
P235/65R18 104T	BSW	Long Trail T/A Tour	30080	\$135.61	\$3.00	\$7.00	\$145.61	\$4.50	\$0.00	\$12.00	\$162.11
P235/70R15 102T	BSW	Long Trail T/A Tour	30023	\$95.74	\$3.00	\$7.00	\$105.74	\$4.50	\$0.00	\$12.00	\$122.24
P235/70R16 104T	BSW	Long Trail T/A Tour	29909	\$101.23	\$3.00	\$7.00	\$111.23	\$4.50	\$0.00	\$12.00	\$127.73
P235/70R17 XL 108T	BSW	Long Trail T/A Tour	30718	\$114.21	\$3.00	\$7.00	\$124.21	\$4.50	\$0.00	\$12.00	\$140.71

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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IP235/75R15 XL 108T	BSW	Long Trail T/A Tour	04893	\$105.87	\$3.00	\$7.00	\$115.87	\$4.50	\$0.00	\$12.00	\$132.37
IP235/75R16 XL 109T	BSW	Long Trail T/A Tour	22027	\$96.62	\$3.00	\$7.00	\$106.62	\$4.50	\$0.00	\$12.00	\$123.12
IP235/75R17 108T	BSW	Long Trail T/A Tour	34949	\$124.37	\$3.00	\$7.00	\$134.37	\$4.50	\$0.00	\$12.00	\$150.87
IP245/65R17 105T	BSW	Long Trail T/A Tour	32131	\$126.08	\$3.00	\$7.00	\$136.08	\$4.50	\$0.00	\$12.00	\$152.58
IP245/70R16 106T	BSW	Long Trail T/A Tour	12469	\$109.37	\$3.00	\$7.00	\$119.37	\$4.50	\$0.00	\$12.00	\$135.87
IP245/70R17 108T	BSW	Long Trail T/A Tour	31653	\$118.74	\$3.00	\$7.00	\$128.74	\$4.50	\$0.00	\$12.00	\$145.24
IP245/75R16 109T	BSW	Long Trail T/A Tour	14340	\$100.90	\$3.00	\$7.00	\$110.90	\$4.50	\$0.00	\$12.00	\$127.40
IP255/65R16 106T	BSW	Long Trail T/A Tour	95489	\$121.74	\$3.00	\$7.00	\$131.74	\$4.50	\$0.00	\$12.00	\$148.24
IP255/65R17 108T	BSW	Long Trail T/A Tour	08921	\$138.63	\$3.00	\$7.00	\$148.63	\$4.50	\$0.00	\$12.00	\$165.13
IP255/70R16 109T	BSW	Long Trail T/A Tour	32378	\$110.80	\$3.00	\$7.00	\$120.80	\$4.50	\$0.00	\$12.00	\$137.30
IP255/70R17 110T	BSW	Long Trail T/A Tour	12487	\$140.34	\$3.00	\$7.00	\$150.34	\$4.50	\$0.00	\$12.00	\$166.84
IP265/65R17 110T	BSW	Long Trail T/A Tour	08549	\$134.68	\$3.00	\$7.00	\$144.68	\$4.50	\$0.00	\$12.00	\$161.18
P265/70R15 110T	BSW	Long Trail T/A Tour	10117	\$113.17	\$3.00	\$7.00	\$123.17	\$4.50	\$0.00	\$12.00	\$139.67
P265/70R17 113T	BSW	Long Trail T/A Tour	21567	\$121.70	\$3.00	\$7.00	\$131.70	\$4.50	\$0.00	\$12.00	\$148.20
P265/70R18 114T	BSW	Long Trail T/A Tour	06615	\$143.88	\$3.00	\$7.00	\$153.88	\$4.50	\$0.00	\$12.00	\$170.38
P265/75R15 112T	BSW	Long Trail T/A Tour	93100	\$115.38	\$3.00	\$7.00	\$125.38	\$4.50	\$0.00	\$12.00	\$141.88
P265/75R16 114T	BSW	Long Trail T/A Tour	23207	\$120.61	\$3.00	\$7.00	\$130.61	\$4.50	\$0.00	\$12.00	\$147.11
P275/55R20 111T	BSW	Long Trail T/A Tour	28531	\$156.22	\$3.00	\$7.00	\$166.22	\$4.50	\$0.00	\$12.00	\$182.72
P275/60R17 110T	BSW	Long Trail T/A Tour	30536	\$128.97	\$3.00	\$7.00	\$138.97	\$4.50	\$0.00	\$12.00	\$155.47
P275/60R20 114T	BSW	Long Trail T/A Tour	32247	\$159.37	\$3.00	\$7.00	\$169.37	\$4.50	\$0.00	\$12.00	\$185.87
BFG Radial Long Trail T/A											
P265/60R18 109T	BSW	Radial Long Trail T/A	91173	\$150.81	\$3.00	\$7.00	\$160.81	\$4.50	\$0.00	\$12.00	\$177.31
P265/60R18 109T	BSW	Radial Long Trail T/A	27971	\$138.49	\$3.00	\$7.00	\$148.49	\$4.50	\$0.00	\$12.00	\$164.99
P265/65R17 110T	BSW	Radial Long Trail T/A	94178	\$137.78	\$3.00	\$7.00	\$147.78	\$4.50	\$0.00	\$12.00	\$164.28
P265/70R16 111T	BSW	Radial Long Trail T/A	88357	\$126.11	\$3.00	\$7.00	\$136.11	\$4.50	\$0.00	\$12.00	\$152.61
BFG Radial T/A											
P155/80R15 83S	BSW	Radial T/A	06462	\$75.68	\$3.00	\$7.00	\$85.68	\$4.50	\$0.00	\$12.00	\$102.18
P205/60R15 90S	BSW	Radial T/A	71599	\$95.08	\$3.00	\$7.00	\$105.08	\$4.50	\$0.00	\$12.00	\$121.58

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P205/70R14 93S	BSW	Radial T/A	37157	\$97.28	\$3.00	\$7.00	\$107.28	\$4.50	\$0.00	\$12.00	\$123.78
P215/60R14 91S	BSW	Radial T/A	67439	\$103.69	\$3.00	\$7.00	\$113.69	\$4.50	\$0.00	\$12.00	\$130.19
P215/60R15 93S	BSW	Radial T/A	71715	\$108.48	\$3.00	\$7.00	\$118.48	\$4.50	\$0.00	\$12.00	\$134.98
P215/65R15 95S	BSW	Radial T/A	16664	\$106.08	\$3.00	\$7.00	\$116.08	\$4.50	\$0.00	\$12.00	\$132.58
P215/70R14 96S	BSW	Radial T/A	64077	\$100.26	\$3.00	\$7.00	\$110.26	\$4.50	\$0.00	\$12.00	\$126.76
P215/70R15 97S	BSW	Radial T/A	26613	\$97.38	\$3.00	\$7.00	\$107.38	\$4.50	\$0.00	\$12.00	\$123.88
P225/60R14 94S	BSW	Radial T/A	68581	\$93.64	\$3.00	\$7.00	\$103.64	\$4.50	\$0.00	\$12.00	\$120.14
P225/60R15 95S	BSW	Radial T/A	03175	\$106.87	\$3.00	\$7.00	\$116.87	\$4.50	\$0.00	\$12.00	\$133.37
P225/70R14 98S	BSW	Radial T/A	37137	\$105.93	\$3.00	\$7.00	\$115.93	\$4.50	\$0.00	\$12.00	\$132.43
P225/70R15 100S	BSW	Radial T/A	58541	\$110.97	\$3.00	\$7.00	\$120.97	\$4.50	\$0.00	\$12.00	\$137.47
P235/60R14 96S	BSW	Radial T/A	61144	\$107.72	\$3.00	\$7.00	\$117.72	\$4.50	\$0.00	\$12.00	\$134.22
P235/60R15 98S	BSW	Radial T/A	09082	\$117.55	\$3.00	\$7.00	\$127.55	\$4.50	\$0.00	\$12.00	\$144.05
P235/70R15 102S	BSW	Radial T/A	79673	\$102.22	\$3.00	\$7.00	\$112.22	\$4.50	\$0.00	\$12.00	\$128.72
P245/60R14 98S	BSW	Radial T/A	96965	\$121.56	\$3.00	\$7.00	\$131.56	\$4.50	\$0.00	\$12.00	\$148.06
P245/60R15 100S	BSW	Radial T/A	98854	\$121.90	\$3.00	\$7.00	\$131.90	\$4.50	\$0.00	\$12.00	\$148.40
P255/60R15 102S	BSW	Radial T/A	57931	\$125.80	\$3.00	\$7.00	\$135.80	\$4.50	\$0.00	\$12.00	\$152.30
P255/70R15 108S	BSW	Radial T/A	94081	\$124.14	\$3.00	\$7.00	\$134.14	\$4.50	\$0.00	\$12.00	\$150.64
P275/60R15 107S	BSW	Radial T/A	17476	\$134.32	\$3.00	\$7.00	\$144.32	\$4.50	\$0.00	\$12.00	\$160.82
P295/50R15 105S	BSW	Radial T/A	16225	\$157.39	\$3.00	\$7.00	\$167.39	\$4.50	\$0.00	\$12.00	\$183.89
P195/60R15 87S	BSW	Radial T/A	84420	\$94.73	\$3.00	\$7.00	\$104.73	\$4.50	\$0.00	\$12.00	\$121.23
P225/60R17 98H	BSW	Radial T/A Spec	14762	\$117.50	\$3.00	\$7.00	\$127.50	\$4.50	\$0.00	\$12.00	\$144.00
P245/55R18 102T	BSW	Radial T/A Spec	11632	\$154.27	\$3.00	\$7.00	\$164.27	\$4.50	\$0.00	\$12.00	\$180.77
BFG Winter Slalom KSI											
185/65R15 88S	BSW	Winter Slalom KSI	10205	\$74.94	\$3.00	\$7.00	\$84.94	\$4.50	\$0.00	\$12.00	\$101.44
195/60R15 88S	BSW	Winter Slalom KSI	14385	\$76.66	\$3.00	\$7.00	\$86.66	\$4.50	\$0.00	\$12.00	\$103.16
195/65R15 91S	BSW	Winter Slalom KSI	13119	\$78.26	\$3.00	\$7.00	\$88.26	\$4.50	\$0.00	\$12.00	\$104.76
205/55R16 91S	BSW	Winter Slalom KSI	85045	\$93.32	\$3.00	\$7.00	\$103.32	\$4.50	\$0.00	\$12.00	\$119.82
205/60R16 92S	BSW	Winter Slalom KSI	19689	\$88.17	\$3.00	\$7.00	\$98.17	\$4.50	\$0.00	\$12.00	\$114.67
205/65R15 94S	BSW	Winter Slalom KSI	32779	\$79.25	\$3.00	\$7.00	\$89.25	\$4.50	\$0.00	\$12.00	\$105.75
205/70R15 96S	BSW	Winter Slalom KSI	00721	\$75.19	\$3.00	\$7.00	\$85.19	\$4.50	\$0.00	\$12.00	\$101.69

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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I215/60R16 95S	BSW	Winter Slalom KSI	82391	\$93.83	\$3.00	\$7.00	\$103.83	\$4.50	\$0.00	\$12.00	\$120.33
I215/65R16 98S	BSW	Winter Slalom KSI	04289	\$88.04	\$3.00	\$7.00	\$98.04	\$4.50	\$0.00	\$12.00	\$114.54
I215/70R15 98S	BSW	Winter Slalom KSI	99879	\$80.91	\$3.00	\$7.00	\$90.91	\$4.50	\$0.00	\$12.00	\$107.41
I215/70R16 100S	BSW	Winter Slalom KSI	09853	\$95.33	\$3.00	\$7.00	\$105.33	\$4.50	\$0.00	\$12.00	\$121.83
I225/60R16 98S	BSW	Winter Slalom KSI	16555	\$100.96	\$3.00	\$7.00	\$110.96	\$4.50	\$0.00	\$12.00	\$127.46
I225/60R17 99S	BSW	Winter Slalom KSI	16579	\$106.89	\$3.00	\$7.00	\$116.89	\$4.50	\$0.00	\$12.00	\$133.39
I225/65R17 102S	BSW	Winter Slalom KSI	90716	\$112.18	\$3.00	\$7.00	\$122.18	\$4.50	\$0.00	\$12.00	\$138.68
I225/70R16 103S	BSW	Winter Slalom KSI	30191	\$100.42	\$3.00	\$7.00	\$110.42	\$4.50	\$0.00	\$12.00	\$126.92
I235/55R17 99S	BSW	Winter Slalom KSI	10855	\$122.20	\$3.00	\$7.00	\$132.20	\$4.50	\$0.00	\$12.00	\$148.70
I235/65R17 XL 108S	BSW	Winter Slalom KSI	27083	\$112.01	\$3.00	\$7.00	\$122.01	\$4.50	\$0.00	\$12.00	\$138.51
I235/70R16 106S	BSW	Winter Slalom KSI	12679	\$107.24	\$3.00	\$7.00	\$117.24	\$4.50	\$0.00	\$12.00	\$133.74
I245/65R17 107S	BSW	Winter Slalom KSI	93112	\$114.79	\$3.00	\$7.00	\$124.79	\$4.50	\$0.00	\$12.00	\$141.29
I245/70R16 107S	BSW	Winter Slalom KSI	02426	\$105.39	\$3.00	\$7.00	\$115.39	\$4.50	\$0.00	\$12.00	\$131.89
255/70R16 111S	BSW	Winter Slalom KSI	08907	\$107.28	\$3.00	\$7.00	\$117.28	\$4.50	\$0.00	\$12.00	\$133.78
265/70R16 112S	BSW	Winter Slalom KSI	12157	\$112.40	\$3.00	\$7.00	\$122.40	\$4.50	\$0.00	\$12.00	\$138.90
265/70R17 115S	BSW	Winter Slalom KSI	19916	\$124.39	\$3.00	\$7.00	\$134.39	\$4.50	\$0.00	\$12.00	\$150.89
P205/75R15 97S	BSW	Winter Slalom KSI	23551	\$89.64	\$3.00	\$7.00	\$99.64	\$4.50	\$0.00	\$12.00	\$116.14
P215/75R15 100S	BSW	Winter Slalom KSI	02106	\$82.62	\$3.00	\$7.00	\$92.62	\$4.50	\$0.00	\$12.00	\$109.12
P225/75R15 102S	BSW	Winter Slalom KSI	13225	\$86.11	\$3.00	\$7.00	\$96.11	\$4.50	\$0.00	\$12.00	\$112.61
P225/75R16 104S	BSW	Winter Slalom KSI	90338	\$90.11	\$3.00	\$7.00	\$100.11	\$4.50	\$0.00	\$12.00	\$116.61
P235/75R15 XL 108S	BSW	Winter Slalom KSI	07075	\$100.85	\$3.00	\$7.00	\$110.85	\$4.50	\$0.00	\$12.00	\$127.35
P245/75R16 109S	BSW	Winter Slalom KSI	18923	\$106.03	\$3.00	\$7.00	\$116.03	\$4.50	\$0.00	\$12.00	\$132.53
BFG Light Truck Tires											
BFG All Terrain T/A KO											
30X9.50R15 C 104S	BSW	All-Terrain T/A KO	96888	\$131.33	\$3.00	\$7.00	\$141.33	\$4.50	\$0.00	\$12.00	\$157.83
31X10.50R15 C 109S	BSW	All-Terrain T/A KO	03119	\$133.10	\$3.00	\$7.00	\$143.10	\$4.50	\$0.00	\$12.00	\$159.60
32X11.50R15 C 113R	BSW	All-Terrain T/A KO	61107	\$136.57	\$3.00	\$7.00	\$146.57	\$4.50	\$0.00	\$12.00	\$163.07
33X10.50R15 C 114R	BSW	All-Terrain T/A KO	63540	\$139.27	\$3.00	\$7.00	\$149.27	\$4.50	\$0.00	\$12.00	\$165.77
33X12.50R15 C 108R	BSW	All-Terrain T/A KO	09681	\$153.11	\$3.00	\$7.00	\$163.11	\$4.50	\$0.00	\$12.00	\$179.61

MICHELIN NORTH AMERICA, INC.
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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33X12.5R16.5 D 118R	BSW	All-Terrain T/A KO	30537	\$160.17	\$3.00	\$7.00	\$170.17	\$4.50	\$0.00	\$12.00	\$186.67
35X12.50R15 C 113Q	BSW	All-Terrain T/A KO	49774	\$160.85	\$3.00	\$7.00	\$170.85	\$4.50	\$0.00	\$12.00	\$187.35
35X12.50R16.5 D 123R	BSW	All-Terrain T/A KO	56149	\$179.01	\$3.00	\$7.00	\$189.01	\$4.50	\$0.00	\$12.00	\$205.51
37X12.50R17 D 124R	BSW	All-Terrain T/A KO	12411	\$306.95	\$3.00	\$7.00	\$316.95	\$4.50	\$0.00	\$12.00	\$333.45
LT195/75R14 D 99R	BSW	All-Terrain T/A KO	34557	\$108.51	\$3.00	\$7.00	\$118.51	\$4.50	\$0.00	\$12.00	\$135.01
LT215/70R16 C 100R	BSW	All-Terrain T/A KO	08687	\$148.92	\$3.00	\$7.00	\$158.92	\$4.50	\$0.00	\$12.00	\$175.42
LT215/75R15 C 100S	BSW	All-Terrain T/A KO	02821	\$111.54	\$3.00	\$7.00	\$121.54	\$4.50	\$0.00	\$12.00	\$138.04
LT225/70R16 C 102R	BSW	All-Terrain T/A KO	79772	\$156.33	\$3.00	\$7.00	\$166.33	\$4.50	\$0.00	\$12.00	\$182.83
LT225/75R16 E 115S	BSW	All-Terrain T/A KO	10761	\$139.40	\$3.00	\$7.00	\$149.40	\$4.50	\$0.00	\$12.00	\$165.90
LT235/70R16 C 104S	BSW	All-Terrain T/A KO	72870	\$158.01	\$3.00	\$7.00	\$168.01	\$4.50	\$0.00	\$12.00	\$184.51
LT235/75R15 C 104S	BSW	All-Terrain T/A KO	29274	\$126.20	\$3.00	\$7.00	\$136.20	\$4.50	\$0.00	\$12.00	\$152.70
LT235/80R17 E 120R	BSW	All-Terrain T/A KO	27039	\$179.59	\$3.00	\$7.00	\$189.59	\$4.50	\$0.00	\$12.00	\$206.09
LT235/85R16 E 120S	BSW	All-Terrain T/A KO	10416	\$138.26	\$3.00	\$7.00	\$148.26	\$4.50	\$0.00	\$12.00	\$164.76
LT245/70R16 D 113S	BSW	All-Terrain T/A KO	03219	\$161.03	\$3.00	\$7.00	\$171.03	\$4.50	\$0.00	\$12.00	\$187.53
LT245/70R17 E 119R	BSW	All-Terrain T/A KO	34162	\$173.29	\$3.00	\$7.00	\$183.29	\$4.50	\$0.00	\$12.00	\$199.79
LT245/75R16 E 120S	BSW	All-Terrain T/A KO	11379	\$168.67	\$3.00	\$7.00	\$178.67	\$4.50	\$0.00	\$12.00	\$195.17
LT245/75R17 E 121R	BSW	All-Terrain T/A KO	10209	\$178.41	\$3.00	\$7.00	\$188.41	\$4.50	\$0.00	\$12.00	\$204.91
LT255/70R16 D 115S	BSW	All-Terrain T/A KO	78762	\$175.05	\$3.00	\$7.00	\$185.05	\$4.50	\$0.00	\$12.00	\$201.55
LT265/65R17 E 120S	BSW	All-Terrain T/A KO	39588	\$187.97	\$3.00	\$7.00	\$197.97	\$4.50	\$0.00	\$12.00	\$214.47
LT265/65R18 E 122R	BSW	All-Terrain T/A KO	02625	\$228.86	\$3.00	\$7.00	\$238.86	\$4.50	\$0.00	\$12.00	\$255.36
LT265/70R16 D 117S	BSW	All-Terrain T/A KO	02977	\$201.65	\$3.00	\$7.00	\$211.65	\$4.50	\$0.00	\$12.00	\$228.15
LT265/70R17 C 112R	BSW	All-Terrain T/A KO	12665	\$186.40	\$3.00	\$7.00	\$196.40	\$4.50	\$0.00	\$12.00	\$212.90
LT265/70R17 E 121R	BSW	All-Terrain T/A KO	72981	\$206.15	\$3.00	\$7.00	\$216.15	\$4.50	\$0.00	\$12.00	\$232.65
LT265/75R16 E 123Q	BSW	All-Terrain T/A KO	71887	\$164.70	\$3.00	\$7.00	\$174.70	\$4.50	\$0.00	\$12.00	\$191.20
LT265/75R16 E 123S	BSW	All-Terrain T/A KO	20679	\$169.49	\$3.00	\$7.00	\$179.49	\$4.50	\$0.00	\$12.00	\$195.99
LT275/65R17 E 121S	BSW	All-Terrain T/A KO	26795	\$215.16	\$3.00	\$7.00	\$225.16	\$4.50	\$0.00	\$12.00	\$241.66
LT275/65R18 E 123R	BSW	All-Terrain T/A KO	02818	\$193.26	\$3.00	\$7.00	\$203.26	\$4.50	\$0.00	\$12.00	\$219.76
LT275/65R20 E 126S	BSW	All-Terrain T/A KO	11420	\$265.51	\$3.00	\$7.00	\$275.51	\$4.50	\$0.00	\$12.00	\$292.01
LT275/70R16 D 119S	BSW	All-Terrain T/A KO	94223	\$190.76	\$3.00	\$7.00	\$200.76	\$4.50	\$0.00	\$12.00	\$217.26
LT275/70R17 E 121R	BSW	All-Terrain T/A KO	02458	\$197.23	\$3.00	\$7.00	\$207.23	\$4.50	\$0.00	\$12.00	\$223.73
LT275/70R18 E 125R	BSW	All-Terrain T/A KO	15465	\$180.08	\$3.00	\$7.00	\$190.08	\$4.50	\$0.00	\$12.00	\$206.58
LT285/55R20 D 117T	BSW	All-Terrain T/A KO	30710	\$336.13	\$3.00	\$7.00	\$346.13	\$4.50	\$0.00	\$12.00	\$362.63

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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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LT285/65R18 E 125R	BSW	All-Terrain T/A KO	67553	\$246.32	\$3.00	\$7.00	\$256.32	\$4.50	\$0.00	\$12.00	\$272.82
LT285/65R20 E 127S	BSW	All-Terrain T/A KO	33774	\$306.20	\$3.00	\$7.00	\$316.20	\$4.50	\$0.00	\$12.00	\$332.70
LT285/70R17 D 121R	BSW	All-Terrain T/A KO	37130	\$212.42	\$3.00	\$7.00	\$222.42	\$4.50	\$0.00	\$12.00	\$238.92
LT285/70R17 E 121R	BSW	All-Terrain T/A KO	25105	\$220.85	\$3.00	\$7.00	\$230.85	\$4.50	\$0.00	\$12.00	\$247.35
LT285/75R16 E 126Q	BSW	All-Terrain T/A KO	49291	\$188.14	\$3.00	\$7.00	\$198.14	\$4.50	\$0.00	\$12.00	\$214.64
LT295/75R16 D 123R	BSW	All-Terrain T/A KO	92042	\$199.45	\$3.00	\$7.00	\$209.45	\$4.50	\$0.00	\$12.00	\$225.95
LT305/55R20 E 121S	BSW	All-Terrain T/A KO	30836	\$331.06	\$3.00	\$7.00	\$341.06	\$4.50	\$0.00	\$12.00	\$357.56
LT305/65R17 E 121R	BSW	All-Terrain T/A KO	00875	\$247.08	\$3.00	\$7.00	\$257.08	\$4.50	\$0.00	\$12.00	\$273.58
LT305/65R18 E 124R	BSW	All-Terrain T/A KO	35237	\$279.72	\$3.00	\$7.00	\$289.72	\$4.50	\$0.00	\$12.00	\$306.22
LT305/70R16 E 124R	BSW	All-Terrain T/A KO	33393	\$206.81	\$3.00	\$7.00	\$216.81	\$4.50	\$0.00	\$12.00	\$233.31
LT315/70R17 D 121R	BSW	All-Terrain T/A KO	66659	\$251.07	\$3.00	\$7.00	\$261.07	\$4.50	\$0.00	\$12.00	\$277.57
LT315/70R17 D 121S	BSW	All-Terrain T/A KO	37614	\$257.72	\$3.00	\$7.00	\$267.72	\$4.50	\$0.00	\$12.00	\$284.22
LT315/75R16 D 121Q	BSW	All-Terrain T/A KO	03643	\$204.18	\$3.00	\$7.00	\$214.18	\$4.50	\$0.00	\$12.00	\$230.68
LT325/50R22 E 122S	BSW	All-Terrain T/A KO	35959	\$550.39	\$3.00	\$7.00	\$560.39	\$4.50	\$0.00	\$12.00	\$576.89
LT325/60R20 E 126S	BSW	All-Terrain T/A KO	38941	\$423.12	\$3.00	\$7.00	\$433.12	\$4.50	\$0.00	\$12.00	\$449.62
LT325/65R18 E 127R	BSW	All-Terrain T/A KO	05968	\$298.80	\$3.00	\$7.00	\$308.80	\$4.50	\$0.00	\$12.00	\$325.30
LT215/70R16 C 100R	BSW	All-Terrain T/A KO	42014	\$147.53	\$3.00	\$7.00	\$157.53	\$4.50	\$0.00	\$12.00	\$174.03
LT265/70R16 117/114S	BSW	All-Terrain T/A KO	42637	\$199.76	\$3.00	\$7.00	\$209.76	\$4.50	\$0.00	\$12.00	\$226.26
LT265/70R17 E	BSW	All-Terrain T/A KO	55086	\$204.23	\$3.00	\$7.00	\$214.23	\$4.50	\$0.00	\$12.00	\$230.73
LT285/75R16 D 122R	BSW	All-Terrain T/A KO	77118	\$191.98	\$3.00	\$7.00	\$201.98	\$4.50	\$0.00	\$12.00	\$218.48
LT315/70R17 D 121R	BSW	All-Terrain T/A KO	54142	\$248.73	\$3.00	\$7.00	\$258.73	\$4.50	\$0.00	\$12.00	\$275.23
35X12.50R18 E 123R	BSW	All-Terrain T/A KO2	13389	\$270.85	\$3.00	\$7.00	\$280.85	\$4.50	\$0.00	\$12.00	\$297.35
LT245/75R16 E 120/116S	BSW	All-Terrain T/A KO2	15477	\$150.64	\$3.00	\$7.00	\$160.64	\$4.50	\$0.00	\$12.00	\$177.14
LT265/70R18 E 124/121R	BSW	All-Terrain T/A KO2	40855	\$225.94	\$3.00	\$7.00	\$235.94	\$4.50	\$0.00	\$12.00	\$252.44
LT265/75R16 E 123/120R	BSW	All-Terrain T/A KO2	67179	\$161.12	\$3.00	\$7.00	\$171.12	\$4.50	\$0.00	\$12.00	\$187.62
LT275/55R20 D 115/112S	BSW	All-Terrain T/A KO2	12579	\$192.91	\$3.00	\$7.00	\$202.91	\$4.50	\$0.00	\$12.00	\$219.41
LT275/55R20 D 115S	BSW	All-Terrain T/A KO2	03221	\$192.91	\$3.00	\$7.00	\$202.91	\$4.50	\$0.00	\$12.00	\$219.41
LT275/60R20 D 119/116S	BSW	All-Terrain T/A KO2	64811	\$216.06	\$3.00	\$7.00	\$226.06	\$4.50	\$0.00	\$12.00	\$242.56
LT275/65R18 E 123/120R	BSW	All-Terrain T/A KO2	36457	\$203.35	\$3.00	\$7.00	\$213.35	\$4.50	\$0.00	\$12.00	\$229.85
LT275/70R17 E 121/118R	BSW	All-Terrain T/A KO2	76597	\$172.23	\$3.00	\$7.00	\$182.23	\$4.50	\$0.00	\$12.00	\$198.73
LT285/65R18 E 125/122R	BSW	All-Terrain T/A KO2	93857	\$226.12	\$3.00	\$7.00	\$236.12	\$4.50	\$0.00	\$12.00	\$252.62
LT285/65R20 E 127/124S	BSW	All-Terrain T/A KO2	49773	\$314.89	\$3.00	\$7.00	\$324.89	\$4.50	\$0.00	\$12.00	\$341.39

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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40X14.50/R20 C 121P	BSW	Mud-Terrain T/A KM2	09533	\$693.89	\$3.00	\$7.00	\$703.89	\$4.50	\$0.00	\$12.00	\$720.39
40X14.50R17 C 121Q	BSW	Mud-Terrain T/A KM2	10977	\$659.88	\$3.00	\$7.00	\$669.88	\$4.50	\$0.00	\$12.00	\$686.38
40X14.50R18 C 123P	BSW	Mud-Terrain T/A KM2	30469	\$645.97	\$3.00	\$7.00	\$655.97	\$4.50	\$0.00	\$12.00	\$672.47
42X14.50R20 C 125Q	BSW	Mud-Terrain T/A KM2	96757	\$730.16	\$3.00	\$7.00	\$740.16	\$4.50	\$0.00	\$12.00	\$756.66
LT215/75R15 C 100Q	BSW	Mud-Terrain T/A KM2	36630	\$140.58	\$3.00	\$7.00	\$150.58	\$4.50	\$0.00	\$12.00	\$167.08
LT235/75R15 C 104Q	BSW	Mud-Terrain T/A KM2	85672	\$158.42	\$3.00	\$7.00	\$168.42	\$4.50	\$0.00	\$12.00	\$184.92
LT235/85R16 E 120Q	BSW	Mud-Terrain T/A KM2	39551	\$180.65	\$3.00	\$7.00	\$190.65	\$4.50	\$0.00	\$12.00	\$207.15
LT245/70R17 E 119Q	BSW	Mud-Terrain T/A KM2	05950	\$207.78	\$3.00	\$7.00	\$217.78	\$4.50	\$0.00	\$12.00	\$234.28
LT245/75R16 E 120Q	BSW	Mud-Terrain T/A KM2	13290	\$205.46	\$3.00	\$7.00	\$215.46	\$4.50	\$0.00	\$12.00	\$231.96
LT245/75R17 E 121Q	BSW	Mud-Terrain T/A KM2	29446	\$202.54	\$3.00	\$7.00	\$212.54	\$4.50	\$0.00	\$12.00	\$229.04
LT255/80R17 E 121Q	BSW	Mud-Terrain T/A KM2	35737	\$204.57	\$3.00	\$7.00	\$214.57	\$4.50	\$0.00	\$12.00	\$231.07
LT255/85R16 E 123Q	BSW	Mud-Terrain T/A KM2	30639	\$194.55	\$3.00	\$7.00	\$204.55	\$4.50	\$0.00	\$12.00	\$221.05
LT265/70R17 E 121Q	BSW	Mud-Terrain T/A KM2	78605	\$230.22	\$3.00	\$7.00	\$240.22	\$4.50	\$0.00	\$12.00	\$256.72
LT265/75R16 E 123Q	BSW	Mud-Terrain T/A KM2	01822	\$211.39	\$3.00	\$7.00	\$221.39	\$4.50	\$0.00	\$12.00	\$237.89
LT285/70R17 D 121Q	BSW	Mud-Terrain T/A KM2	83284	\$251.43	\$3.00	\$7.00	\$261.43	\$4.50	\$0.00	\$12.00	\$277.93
LT285/70R18 E 127Q	BSW	Mud-Terrain T/A KM2	09130	\$344.28	\$3.00	\$7.00	\$354.28	\$4.50	\$0.00	\$12.00	\$370.78
LT285/75R16 E 126Q	BSW	Mud-Terrain T/A KM2	32537	\$226.46	\$3.00	\$7.00	\$236.46	\$4.50	\$0.00	\$12.00	\$252.96
LT285/75R17 E 121Q	BSW	Mud-Terrain T/A KM2	93994	\$267.43	\$3.00	\$7.00	\$277.43	\$4.50	\$0.00	\$12.00	\$293.93
LT305/55R20 E 121Q	BSW	Mud-Terrain T/A KM2	20881	\$458.31	\$3.00	\$7.00	\$468.31	\$4.50	\$0.00	\$12.00	\$484.81
LT305/60R18 E 121Q	BSW	Mud-Terrain T/A KM2	31489	\$340.41	\$3.00	\$7.00	\$350.41	\$4.50	\$0.00	\$12.00	\$366.91
LT305/65R17 E 121Q	BSW	Mud-Terrain T/A KM2	34424	\$296.02	\$3.00	\$7.00	\$306.02	\$4.50	\$0.00	\$12.00	\$322.52
LT305/70R16 D 118Q	BSW	Mud-Terrain T/A KM2	24076	\$253.50	\$3.00	\$7.00	\$263.50	\$4.50	\$0.00	\$12.00	\$280.00
LT305/70R17 E 121Q	BSW	Mud-Terrain T/A KM2	32269	\$273.58	\$3.00	\$7.00	\$283.58	\$4.50	\$0.00	\$12.00	\$300.08
LT315/75R16 D 121Q	BSW	Mud-Terrain T/A KM2	24970	\$277.91	\$3.00	\$7.00	\$287.91	\$4.50	\$0.00	\$12.00	\$304.41
LT325/60R20 D 121Q	BSW	Mud-Terrain T/A KM2	34143	\$504.29	\$3.00	\$7.00	\$514.29	\$4.50	\$0.00	\$12.00	\$530.79
LT345/75R16 D 126P	BSW	Mud-Terrain T/A KM2	29037	\$299.97	\$3.00	\$7.00	\$309.97	\$4.50	\$0.00	\$12.00	\$326.47
LT365/75R16 C 121P	BSW	Mud-Terrain T/A KM2	28483	\$320.98	\$3.00	\$7.00	\$330.98	\$4.50	\$0.00	\$12.00	\$347.48
BFG Rugged Terrain											
31X10.50R15 C 109R	BSW	Rugged Terrain T/A	07405	\$127.68	\$3.00	\$7.00	\$137.68	\$4.50	\$0.00	\$12.00	\$154.18
LT225/75R16 E 115R	BSW	Rugged Terrain T/A	93449	\$128.79	\$3.00	\$7.00	\$138.79	\$4.50	\$0.00	\$12.00	\$155.29

MICHELIN NORTH AMERICA, INC.
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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LT235/80R17 E 120R	BSW	Rugged Terrain T/A	10679	\$165.26	\$3.00	\$7.00	\$175.26	\$4.50	\$0.00	\$12.00	\$191.76
LT235/85R16 E 120R	BSW	Rugged Terrain T/A	21480	\$137.73	\$3.00	\$7.00	\$147.73	\$4.50	\$0.00	\$12.00	\$164.23
LT245/70R17 E 119R	BSW	Rugged Terrain T/A	06223	\$155.26	\$3.00	\$7.00	\$165.26	\$4.50	\$0.00	\$12.00	\$181.76
LT245/75R16 E 120R	BSW	Rugged Terrain T/A	17197	\$148.74	\$3.00	\$7.00	\$158.74	\$4.50	\$0.00	\$12.00	\$175.24
LT265/75R16 E 123R	BSW	Rugged Terrain T/A	81328	\$152.80	\$3.00	\$7.00	\$162.80	\$4.50	\$0.00	\$12.00	\$179.30
LT275/65R18 E 123R	BSW	Rugged Terrain T/A	31847	\$176.50	\$3.00	\$7.00	\$186.50	\$4.50	\$0.00	\$12.00	\$203.00
LT275/65R20 E 126R	BSW	Rugged Terrain T/A	39781	\$217.23	\$3.00	\$7.00	\$227.23	\$4.50	\$0.00	\$12.00	\$243.73
LT275/70R18 E 125R	BSW	Rugged Terrain T/A	05023	\$167.14	\$3.00	\$7.00	\$177.14	\$4.50	\$0.00	\$12.00	\$193.64
LT285/70R17 E 121R	BSW	Rugged Terrain T/A	55942	\$201.83	\$3.00	\$7.00	\$211.83	\$4.50	\$0.00	\$12.00	\$228.33
LT285/75R16 E 126R	BSW	Rugged Terrain T/A	31608	\$170.03	\$3.00	\$7.00	\$180.03	\$4.50	\$0.00	\$12.00	\$196.53
P235/70R16 104T	BSW	Rugged Terrain T/A	64952	\$110.11	\$3.00	\$7.00	\$120.11	\$4.50	\$0.00	\$12.00	\$136.61
P235/70R17 XL 108T	BSW	Rugged Terrain T/A	96208	\$131.91	\$3.00	\$7.00	\$141.91	\$4.50	\$0.00	\$12.00	\$158.41
P235/75R15 XL 108T	BSW	Rugged Terrain T/A	73178	\$107.91	\$3.00	\$7.00	\$117.91	\$4.50	\$0.00	\$12.00	\$134.41
P235/75R16 XL 109T	BSW	Rugged Terrain T/A	35261	\$100.50	\$3.00	\$7.00	\$110.50	\$4.50	\$0.00	\$12.00	\$127.00
P235/75R17 108T	BSW	Rugged Terrain T/A	28627	\$134.36	\$3.00	\$7.00	\$144.36	\$4.50	\$0.00	\$12.00	\$160.86
P245/65R17 105T	BSW	Rugged Terrain T/A	08455	\$130.87	\$3.00	\$7.00	\$140.87	\$4.50	\$0.00	\$12.00	\$157.37
P245/70R16 106T	BSW	Rugged Terrain T/A	53860	\$116.79	\$3.00	\$7.00	\$126.79	\$4.50	\$0.00	\$12.00	\$143.29
P245/70R17 108T	BSW	Rugged Terrain T/A	39741	\$129.07	\$3.00	\$7.00	\$139.07	\$4.50	\$0.00	\$12.00	\$155.57
P245/75R16 109T	BSW	Rugged Terrain T/A	82346	\$113.85	\$3.00	\$7.00	\$123.85	\$4.50	\$0.00	\$12.00	\$140.35
P255/70R16 109T	BSW	Rugged Terrain T/A	07509	\$117.82	\$3.00	\$7.00	\$127.82	\$4.50	\$0.00	\$12.00	\$144.32
P255/70R17 110T	BSW	Rugged Terrain T/A	89658	\$142.88	\$3.00	\$7.00	\$152.88	\$4.50	\$0.00	\$12.00	\$169.38
P255/70R18 112T	BSW	Rugged Terrain T/A	27025	\$156.09	\$3.00	\$7.00	\$166.09	\$4.50	\$0.00	\$12.00	\$182.59
P265/60R18 109T	BSW	Rugged Terrain T/A	02770	\$149.73	\$3.00	\$7.00	\$159.73	\$4.50	\$0.00	\$12.00	\$176.23
P265/65R17 110T	BSW	Rugged Terrain T/A	39131	\$137.17	\$3.00	\$7.00	\$147.17	\$4.50	\$0.00	\$12.00	\$163.67
P265/65R18 112T	BSW	Rugged Terrain T/A	25125	\$158.81	\$3.00	\$7.00	\$168.81	\$4.50	\$0.00	\$12.00	\$185.31
P265/70R15 110T	BSW	Rugged Terrain T/A	31097	\$124.56	\$3.00	\$7.00	\$134.56	\$4.50	\$0.00	\$12.00	\$151.06
P265/70R16 111T	BSW	Rugged Terrain T/A	59876	\$144.29	\$3.00	\$7.00	\$154.29	\$4.50	\$0.00	\$12.00	\$170.79
P265/70R17 113T	BSW	Rugged Terrain T/A	22049	\$128.84	\$3.00	\$7.00	\$138.84	\$4.50	\$0.00	\$12.00	\$155.34
P265/70R18 114T	BSW	Rugged Terrain T/A	22972	\$146.70	\$3.00	\$7.00	\$156.70	\$4.50	\$0.00	\$12.00	\$173.20
P275/55R20 111T	BSW	Rugged Terrain T/A	28341	\$157.02	\$3.00	\$7.00	\$167.02	\$4.50	\$0.00	\$12.00	\$183.52
P275/60R20 114T	BSW	Rugged Terrain T/A	40263	\$164.61	\$3.00	\$7.00	\$174.61	\$4.50	\$0.00	\$12.00	\$191.11
P275/70R16 114T	BSW	Rugged Terrain T/A	34489	\$147.02	\$3.00	\$7.00	\$157.02	\$4.50	\$0.00	\$12.00	\$173.52

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P285/70R17 117T	BSW	Rugged Terrain T/A	25471	\$161.53	\$3.00	\$7.00	\$171.53	\$4.50	\$0.00	\$12.00	\$188.03
BFG Rugged Trail T/A											
LT245/75R17 E 121R	BSW	Rugged Trail T/A	86693	\$154.16	\$3.00	\$7.00	\$164.16	\$4.50	\$0.00	\$12.00	\$180.66
LT245/75R17 E 121R	BSW	Rugged Trail T/A	69928	\$152.60	\$3.00	\$7.00	\$162.60	\$4.50	\$0.00	\$12.00	\$179.10
LT265/70R17 E 121R	BSW	Rugged Trail T/A	78589	\$161.86	\$3.00	\$7.00	\$171.86	\$4.50	\$0.00	\$12.00	\$188.36
P245/65R17 105H	BSW	Rugged Trail T/A	90482	\$136.55	\$3.00	\$7.00	\$146.55	\$4.50	\$0.00	\$12.00	\$163.05
P265/70R16 111T	BSW	Rugged Trail T/A	73986	\$139.96	\$3.00	\$7.00	\$149.96	\$4.50	\$0.00	\$12.00	\$166.46
P265/75R16 114T	BSW	Rugged Trail T/A	66649	\$128.01	\$3.00	\$7.00	\$138.01	\$4.50	\$0.00	\$12.00	\$154.51
P275/65R18 114T	BSW	Rugged Trail T/A	68461	\$185.85	\$3.00	\$7.00	\$195.85	\$4.50	\$0.00	\$12.00	\$212.35
P275/65R18 114T	BSW	Rugged Trail T/A	84462	\$185.85	\$3.00	\$7.00	\$195.85	\$4.50	\$0.00	\$12.00	\$212.35
P275/70R18 116T	BSW	Rugged Trail T/A	01195	\$184.19	\$3.00	\$7.00	\$194.19	\$4.50	\$0.00	\$12.00	\$210.69
BFG Traction T/A											
P235/55R16 96T	BSW	Traction T/A	56768	\$104.49	\$3.00	\$7.00	\$114.49	\$4.50	\$0.00	\$12.00	\$130.99
P215/60R17 95T	BSW	Traction T/A Spec	23017	\$104.61	\$3.00	\$7.00	\$114.61	\$4.50	\$0.00	\$12.00	\$131.11
P235/65R17 103T	BSW	Traction T/A Spec	50496	\$117.41	\$3.00	\$7.00	\$127.41	\$4.50	\$0.00	\$12.00	\$143.91
Uniroyal Pass & L/T											
Uniroyal Tiger Paw											
205/55R16 91T	BSW	Tiger Paw AS65	21647	\$75.61	\$3.00	\$7.00	\$85.61	\$4.50	\$0.00	\$12.00	\$102.11
205/60R15 91T	BSW	Tiger Paw AS65	39903	\$66.17	\$3.00	\$7.00	\$76.17	\$4.50	\$0.00	\$12.00	\$92.67
215/60R17 96T	BSW	Tiger Paw AS65	27380	\$87.51	\$3.00	\$7.00	\$97.51	\$4.50	\$0.00	\$12.00	\$114.01
215/65R17 99T	BSW	Tiger Paw AS65	73894	\$87.56	\$3.00	\$7.00	\$97.56	\$4.50	\$0.00	\$12.00	\$114.06
225/50R17 94T	BSW	Tiger Paw AS65	19477	\$89.39	\$3.00	\$7.00	\$99.39	\$4.50	\$0.00	\$12.00	\$115.89
225/50R18 95T	BSW	Tiger Paw AS65	73477	\$87.78	\$3.00	\$7.00	\$97.78	\$4.50	\$0.00	\$12.00	\$114.28
225/60R17 99T	BSW	Tiger Paw AS65	21774	\$102.76	\$3.00	\$7.00	\$112.76	\$4.50	\$0.00	\$12.00	\$129.26
225/65R16 100T	BSW	Tiger Paw AS65	05813	\$104.81	\$3.00	\$7.00	\$114.81	\$4.50	\$0.00	\$12.00	\$131.31
P155/80R13 79S	BSW	Tiger Paw AWP II	28072	\$53.88	\$3.00	\$7.00	\$63.88	\$4.50	\$0.00	\$12.00	\$80.38
P175/70R13 82T	BSW	Tiger Paw AWP II	35705	\$57.64	\$3.00	\$7.00	\$67.64	\$4.50	\$0.00	\$12.00	\$84.14
P175/70R14 84T	BSW	Tiger Paw AWP II	08059	\$62.02	\$3.00	\$7.00	\$72.02	\$4.50	\$0.00	\$12.00	\$88.52

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P185/70R14 87T	BSW		Tiger Paw AWP II 03525	\$59.00	\$3.00	\$7.00	\$69.00	\$4.50	\$0.00	\$12.00	\$85.50
P185/70R14 87T	BSW		Tiger Paw AWP II 04910	\$58.74	\$3.00	\$7.00	\$68.74	\$4.50	\$0.00	\$12.00	\$85.24
P185/75R14 89S	BSW		Tiger Paw AWP II 58787	\$61.64	\$3.00	\$7.00	\$71.64	\$4.50	\$0.00	\$12.00	\$88.14
P195/65R14 88T	BSW		Tiger Paw AWP II 06039	\$69.09	\$3.00	\$7.00	\$79.09	\$4.50	\$0.00	\$12.00	\$95.59
P195/70R14 90T	BSW		Tiger Paw AWP II 03330	\$60.72	\$3.00	\$7.00	\$70.72	\$4.50	\$0.00	\$12.00	\$87.22
P195/75R14 92S	BSW		Tiger Paw AWP II 48403	\$63.94	\$3.00	\$7.00	\$73.94	\$4.50	\$0.00	\$12.00	\$90.44
P205/70R14 93T	BSW		Tiger Paw AWP II 13155	\$72.30	\$3.00	\$7.00	\$82.30	\$4.50	\$0.00	\$12.00	\$98.80
P205/75R14 95S	BSW		Tiger Paw AWP II 11937	\$74.25	\$3.00	\$7.00	\$84.25	\$4.50	\$0.00	\$12.00	\$100.75
P205/75R15 97S	BSW		Tiger Paw AWP II 10183	\$73.14	\$3.00	\$7.00	\$83.14	\$4.50	\$0.00	\$12.00	\$99.64
P215/60R15 93T	BSW		Tiger Paw AWP II 16494	\$83.40	\$3.00	\$7.00	\$93.40	\$4.50	\$0.00	\$12.00	\$109.90
P215/65R15 95T	BSW		Tiger Paw AWP II 03300	\$82.06	\$3.00	\$7.00	\$92.06	\$4.50	\$0.00	\$12.00	\$108.56
P215/70R14 96T	BSW		Tiger Paw AWP II 28435	\$71.47	\$3.00	\$7.00	\$81.47	\$4.50	\$0.00	\$12.00	\$97.97
P215/70R15 97T	BSW		Tiger Paw AWP II 33471	\$69.60	\$3.00	\$7.00	\$79.60	\$4.50	\$0.00	\$12.00	\$96.10
215/65R16 98T	BSW		Tiger Paw AWP II 31156	\$88.18	\$3.00	\$7.00	\$98.18	\$4.50	\$0.00	\$12.00	\$114.68
195/55R15 85V	BSW		Tiger Paw GTZ A/S 00273	\$64.46	\$3.00	\$7.00	\$74.46	\$4.50	\$0.00	\$12.00	\$90.96
205/40R17 XL 84W	BSW		Tiger Paw GTZ A/S 31617	\$80.68	\$3.00	\$7.00	\$90.68	\$4.50	\$0.00	\$12.00	\$107.18
205/45R17 84W	BSW		Tiger Paw GTZ A/S 78689	\$75.76	\$3.00	\$7.00	\$85.76	\$4.50	\$0.00	\$12.00	\$102.26
205/50R16 87W	BSW		Tiger Paw GTZ A/S 47509	\$76.10	\$3.00	\$7.00	\$86.10	\$4.50	\$0.00	\$12.00	\$102.60
205/50R17 89W	BSW		Tiger Paw GTZ A/S 39978	\$78.93	\$3.00	\$7.00	\$88.93	\$4.50	\$0.00	\$12.00	\$105.43
205/55R16 91W	BSW		Tiger Paw GTZ A/S 74522	\$75.66	\$3.00	\$7.00	\$85.66	\$4.50	\$0.00	\$12.00	\$102.16
215/45R17 XL 91W	BSW		Tiger Paw GTZ A/S 71251	\$80.20	\$3.00	\$7.00	\$90.20	\$4.50	\$0.00	\$12.00	\$106.70
215/45R18 XL 93W	BSW		Tiger Paw GTZ A/S 14301	\$99.62	\$3.00	\$7.00	\$109.62	\$4.50	\$0.00	\$12.00	\$126.12
215/50R17 91W	BSW		Tiger Paw GTZ A/S 63159	\$87.13	\$3.00	\$7.00	\$97.13	\$4.50	\$0.00	\$12.00	\$113.63
215/55R16 93W	BSW		Tiger Paw GTZ A/S 27396	\$80.64	\$3.00	\$7.00	\$90.64	\$4.50	\$0.00	\$12.00	\$107.14
225/40R18 XL 92W	BSW		Tiger Paw GTZ A/S 50207	\$97.93	\$3.00	\$7.00	\$107.93	\$4.50	\$0.00	\$12.00	\$124.43
225/45R17 XL 94W	BSW		Tiger Paw GTZ A/S 60779	\$84.69	\$3.00	\$7.00	\$94.69	\$4.50	\$0.00	\$12.00	\$111.19
225/45R18 XL 95W	BSW		Tiger Paw GTZ A/S 49472	\$106.59	\$3.00	\$7.00	\$116.59	\$4.50	\$0.00	\$12.00	\$133.09
225/50R16 92W	BSW		Tiger Paw GTZ A/S 38842	\$75.00	\$3.00	\$7.00	\$85.00	\$4.50	\$0.00	\$12.00	\$101.50
225/50R17 94W	BSW		Tiger Paw GTZ A/S 04840	\$93.03	\$3.00	\$7.00	\$103.03	\$4.50	\$0.00	\$12.00	\$119.53
225/55R16 95W	BSW		Tiger Paw GTZ A/S 15525	\$83.33	\$3.00	\$7.00	\$93.33	\$4.50	\$0.00	\$12.00	\$109.83
225/55R17 97W	BSW		Tiger Paw GTZ A/S 96388	\$92.07	\$3.00	\$7.00	\$102.07	\$4.50	\$0.00	\$12.00	\$118.57
235/40R18 91W	BSW		Tiger Paw GTZ A/S 08369	\$108.73	\$3.00	\$7.00	\$118.73	\$4.50	\$0.00	\$12.00	\$135.23

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
235/45R17 94W	BSW	Tiger Paw GTZ A/S	14987	\$86.40	\$3.00	\$7.00	\$96.40	\$4.50	\$0.00	\$12.00	\$112.90
235/45R18 XL 98W	BSW	Tiger Paw GTZ A/S	93111	\$107.89	\$3.00	\$7.00	\$117.89	\$4.50	\$0.00	\$12.00	\$134.39
235/50R17 96W	BSW	Tiger Paw GTZ A/S	05871	\$93.15	\$3.00	\$7.00	\$103.15	\$4.50	\$0.00	\$12.00	\$119.65
235/50R18 97W	BSW	Tiger Paw GTZ A/S	29578	\$121.30	\$3.00	\$7.00	\$131.30	\$4.50	\$0.00	\$12.00	\$147.80
235/55R17 99W	BSW	Tiger Paw GTZ A/S	38748	\$90.21	\$3.00	\$7.00	\$100.21	\$4.50	\$0.00	\$12.00	\$116.71
245/40R17 91W	BSW	Tiger Paw GTZ A/S	34670	\$93.85	\$3.00	\$7.00	\$103.85	\$4.50	\$0.00	\$12.00	\$120.35
245/40R18 93W	BSW	Tiger Paw GTZ A/S	68638	\$121.40	\$3.00	\$7.00	\$131.40	\$4.50	\$0.00	\$12.00	\$147.90
245/40R19 XL 98W	BSW	Tiger Paw GTZ A/S	36558	\$145.18	\$3.00	\$7.00	\$155.18	\$4.50	\$0.00	\$12.00	\$171.68
245/45R17 95W	BSW	Tiger Paw GTZ A/S	07636	\$89.45	\$3.00	\$7.00	\$99.45	\$4.50	\$0.00	\$12.00	\$115.95
245/45R18 96W	BSW	Tiger Paw GTZ A/S	24338	\$118.88	\$3.00	\$7.00	\$128.88	\$4.50	\$0.00	\$12.00	\$145.38
245/45R20 99W	BSW	Tiger Paw GTZ A/S	04325	\$128.02	\$3.00	\$7.00	\$138.02	\$4.50	\$0.00	\$12.00	\$154.52
245/50R16 97W	BSW	Tiger Paw GTZ A/S	33207	\$102.95	\$3.00	\$7.00	\$112.95	\$4.50	\$0.00	\$12.00	\$129.45
275/40R17 98W	BSW	Tiger Paw GTZ A/S	34594	\$113.35	\$3.00	\$7.00	\$123.35	\$4.50	\$0.00	\$12.00	\$139.85
275/40R18 99W	BSW	Tiger Paw GTZ A/S	35646	\$151.04	\$3.00	\$7.00	\$161.04	\$4.50	\$0.00	\$12.00	\$177.54
175/65R14 82S	BSW	Tiger Paw Ice & Snow	37487	\$73.75	\$3.00	\$7.00	\$83.75	\$4.50	\$0.00	\$12.00	\$100.25
175/70R13 82S	BSW	Tiger Paw Ice & Snow	38927	\$67.71	\$3.00	\$7.00	\$77.71	\$4.50	\$0.00	\$12.00	\$94.21
185/60R14 82S	BSW	Tiger Paw Ice & Snow	87070	\$75.16	\$3.00	\$7.00	\$85.16	\$4.50	\$0.00	\$12.00	\$101.66
185/60R15 84S	BSW	Tiger Paw Ice & Snow	90616	\$79.44	\$3.00	\$7.00	\$89.44	\$4.50	\$0.00	\$12.00	\$105.94
185/65R14 86S	BSW	Tiger Paw Ice & Snow	56286	\$68.71	\$3.00	\$7.00	\$78.71	\$4.50	\$0.00	\$12.00	\$95.21
185/65R15 88S	BSW	Tiger Paw Ice & Snow	52391	\$78.05	\$3.00	\$7.00	\$88.05	\$4.50	\$0.00	\$12.00	\$104.55
185/70R14 88S	BSW	Tiger Paw Ice & Snow	92003	\$70.44	\$3.00	\$7.00	\$80.44	\$4.50	\$0.00	\$12.00	\$96.94
195/60R15 88S	BSW	Tiger Paw Ice & Snow	03010	\$82.11	\$3.00	\$7.00	\$92.11	\$4.50	\$0.00	\$12.00	\$108.61
195/65R15 91S	BSW	Tiger Paw Ice & Snow	21990	\$79.58	\$3.00	\$7.00	\$89.58	\$4.50	\$0.00	\$12.00	\$106.08
195/70R14 91S	BSW	Tiger Paw Ice & Snow	17444	\$74.00	\$3.00	\$7.00	\$84.00	\$4.50	\$0.00	\$12.00	\$100.50
205/50R17 89S	BSW	Tiger Paw Ice & Snow	27523	\$118.12	\$3.00	\$7.00	\$128.12	\$4.50	\$0.00	\$12.00	\$144.62
205/55R16 91S	BSW	Tiger Paw Ice & Snow	22906	\$100.20	\$3.00	\$7.00	\$110.20	\$4.50	\$0.00	\$12.00	\$126.70
205/60R16 92S	BSW	Tiger Paw Ice & Snow	13208	\$92.36	\$3.00	\$7.00	\$102.36	\$4.50	\$0.00	\$12.00	\$118.86
205/65R15 94S	BSW	Tiger Paw Ice & Snow	07958	\$81.84	\$3.00	\$7.00	\$91.84	\$4.50	\$0.00	\$12.00	\$108.34
205/65R16 95S	BSW	Tiger Paw Ice & Snow	15033	\$95.68	\$3.00	\$7.00	\$105.68	\$4.50	\$0.00	\$12.00	\$122.18
205/70R15 96S	BSW	Tiger Paw Ice & Snow	27300	\$74.66	\$3.00	\$7.00	\$84.66	\$4.50	\$0.00	\$12.00	\$101.16
215/60R15 94S	BSW	Tiger Paw Ice & Snow	01746	\$102.26	\$3.00	\$7.00	\$112.26	\$4.50	\$0.00	\$12.00	\$128.76
215/60R16 95S	BSW	Tiger Paw Ice & Snow	22726	\$96.73	\$3.00	\$7.00	\$106.73	\$4.50	\$0.00	\$12.00	\$123.23

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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215/65R16 98S	BSW	Tiger Paw Ice & Snow	10676	\$97.82	\$3.00	\$7.00	\$107.82	\$4.50	\$0.00	\$12.00	\$124.32
215/65R17 99S	BSW	Tiger Paw Ice & Snow	10284	\$107.31	\$3.00	\$7.00	\$117.31	\$4.50	\$0.00	\$12.00	\$133.81
215/70R15 98S	BSW	Tiger Paw Ice & Snow	33073	\$79.28	\$3.00	\$7.00	\$89.28	\$4.50	\$0.00	\$12.00	\$105.78
225/50R17 94S	BSW	Tiger Paw Ice & Snow	08001	\$137.25	\$3.00	\$7.00	\$147.25	\$4.50	\$0.00	\$12.00	\$163.75
225/60R16 98S	BSW	Tiger Paw Ice & Snow	13889	\$99.56	\$3.00	\$7.00	\$109.56	\$4.50	\$0.00	\$12.00	\$126.06
P155/80R13 79S	BSW	Tiger Paw Ice & Snow	54159	\$54.79	\$3.00	\$7.00	\$64.79	\$4.50	\$0.00	\$12.00	\$81.29
P195/75R14 92S	BSW	Tiger Paw Ice & Snow	07119	\$73.40	\$3.00	\$7.00	\$83.40	\$4.50	\$0.00	\$12.00	\$99.90
P205/75R15 97S	BSW	Tiger Paw Ice & Snow	28854	\$79.01	\$3.00	\$7.00	\$89.01	\$4.50	\$0.00	\$12.00	\$105.51
175/65R14 82T	BSW	Tiger Paw Touring	77119	\$65.33	\$3.00	\$7.00	\$75.33	\$4.50	\$0.00	\$12.00	\$91.83
175/65R15 84H	BSW	Tiger Paw Touring	89600	\$62.86	\$3.00	\$7.00	\$72.86	\$4.50	\$0.00	\$12.00	\$89.36
185/60R14 82H	BSW	Tiger Paw Touring	22164	\$60.47	\$3.00	\$7.00	\$70.47	\$4.50	\$0.00	\$12.00	\$86.97
185/60R15 84T	BSW	Tiger Paw Touring	61899	\$62.09	\$3.00	\$7.00	\$72.09	\$4.50	\$0.00	\$12.00	\$88.59
185/65R14 86H	BSW	Tiger Paw Touring	09125	\$53.67	\$3.00	\$7.00	\$63.67	\$4.50	\$0.00	\$12.00	\$80.17
185/65R14 86T	BSW	Tiger Paw Touring	48477	\$60.31	\$3.00	\$7.00	\$70.31	\$4.50	\$0.00	\$12.00	\$86.81
185/65R15 88H	BSW	Tiger Paw Touring	02784	\$61.48	\$3.00	\$7.00	\$71.48	\$4.50	\$0.00	\$12.00	\$87.98
185/65R15 88T	BSW	Tiger Paw Touring	03958	\$61.56	\$3.00	\$7.00	\$71.56	\$4.50	\$0.00	\$12.00	\$88.06
195/55R15 85V	BSW	Tiger Paw Touring	03387	\$84.76	\$3.00	\$7.00	\$94.76	\$4.50	\$0.00	\$12.00	\$111.26
195/60R14 86H	BSW	Tiger Paw Touring	36243	\$67.26	\$3.00	\$7.00	\$77.26	\$4.50	\$0.00	\$12.00	\$93.76
195/60R15 88H	BSW	Tiger Paw Touring	38635	\$63.18	\$3.00	\$7.00	\$73.18	\$4.50	\$0.00	\$12.00	\$89.68
195/60R15 88T	BSW	Tiger Paw Touring	84683	\$62.50	\$3.00	\$7.00	\$72.50	\$4.50	\$0.00	\$12.00	\$89.00
195/65R15 91H	BSW	Tiger Paw Touring	24287	\$63.32	\$3.00	\$7.00	\$73.32	\$4.50	\$0.00	\$12.00	\$89.82
195/65R15 91T	BSW	Tiger Paw Touring	04186	\$64.33	\$3.00	\$7.00	\$74.33	\$4.50	\$0.00	\$12.00	\$90.83
205/50R16 87H	BSW	Tiger Paw Touring	49254	\$82.25	\$3.00	\$7.00	\$92.25	\$4.50	\$0.00	\$12.00	\$108.75
205/50R17 XL 93V	BSW	Tiger Paw Touring	26308	\$110.53	\$3.00	\$7.00	\$120.53	\$4.50	\$0.00	\$12.00	\$137.03
205/55R16 91H	BSW	Tiger Paw Touring	23757	\$76.41	\$3.00	\$7.00	\$86.41	\$4.50	\$0.00	\$12.00	\$102.91
205/55R16 91T	BSW	Tiger Paw Touring	39575	\$73.65	\$3.00	\$7.00	\$83.65	\$4.50	\$0.00	\$12.00	\$100.15
205/55R16 91V	BSW	Tiger Paw Touring	83130	\$93.91	\$3.00	\$7.00	\$103.91	\$4.50	\$0.00	\$12.00	\$120.41
205/60R15 91H	BSW	Tiger Paw Touring	11177	\$68.83	\$3.00	\$7.00	\$78.83	\$4.50	\$0.00	\$12.00	\$95.33
205/60R16 92H	BSW	Tiger Paw Touring	09343	\$73.49	\$3.00	\$7.00	\$83.49	\$4.50	\$0.00	\$12.00	\$99.99
205/60R16 92T	BSW	Tiger Paw Touring	02979	\$72.61	\$3.00	\$7.00	\$82.61	\$4.50	\$0.00	\$12.00	\$99.11
205/60R16 92V	BSW	Tiger Paw Touring	27863	\$75.86	\$3.00	\$7.00	\$85.86	\$4.50	\$0.00	\$12.00	\$102.36
205/65R15 94H	BSW	Tiger Paw Touring	39347	\$70.13	\$3.00	\$7.00	\$80.13	\$4.50	\$0.00	\$12.00	\$96.63

MICHELIN NORTH AMERICA, INC.
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EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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205/65R15 94T	BSW	Tiger Paw Touring	13593	\$69.55	\$3.00	\$7.00	\$79.55	\$4.50	\$0.00	\$12.00	\$96.05
205/65R15 94V	BSW	Tiger Paw Touring	02265	\$77.67	\$3.00	\$7.00	\$87.67	\$4.50	\$0.00	\$12.00	\$104.17
205/65R16 95T	BSW	Tiger Paw Touring	19199	\$81.61	\$3.00	\$7.00	\$91.61	\$4.50	\$0.00	\$12.00	\$108.11
215/50R17 91T	BSW	Tiger Paw Touring	89153	\$110.96	\$3.00	\$7.00	\$120.96	\$4.50	\$0.00	\$12.00	\$137.46
215/50R17 91V	BSW	Tiger Paw Touring	28139	\$105.59	\$3.00	\$7.00	\$115.59	\$4.50	\$0.00	\$12.00	\$132.09
215/55R16 93H	BSW	Tiger Paw Touring	33445	\$81.06	\$3.00	\$7.00	\$91.06	\$4.50	\$0.00	\$12.00	\$107.56
215/55R17 94V	BSW	Tiger Paw Touring	10405	\$96.27	\$3.00	\$7.00	\$106.27	\$4.50	\$0.00	\$12.00	\$122.77
215/55R18 95T	BSW	Tiger Paw Touring	29596	\$101.32	\$3.00	\$7.00	\$111.32	\$4.50	\$0.00	\$12.00	\$127.82
215/60R15 94H	BSW	Tiger Paw Touring	32927	\$68.24	\$3.00	\$7.00	\$78.24	\$4.50	\$0.00	\$12.00	\$94.74
215/60R16 95H	BSW	Tiger Paw Touring	89116	\$81.45	\$3.00	\$7.00	\$91.45	\$4.50	\$0.00	\$12.00	\$107.95
215/60R16 95T	BSW	Tiger Paw Touring	10259	\$81.53	\$3.00	\$7.00	\$91.53	\$4.50	\$0.00	\$12.00	\$108.03
215/60R16 95V	BSW	Tiger Paw Touring	15101	\$85.71	\$3.00	\$7.00	\$95.71	\$4.50	\$0.00	\$12.00	\$112.21
215/65R15 96H	BSW	Tiger Paw Touring	00827	\$79.82	\$3.00	\$7.00	\$89.82	\$4.50	\$0.00	\$12.00	\$106.32
215/65R16 98T	BSW	Tiger Paw Touring	27163	\$75.24	\$3.00	\$7.00	\$85.24	\$4.50	\$0.00	\$12.00	\$101.74
215/65R17 99T	BSW	Tiger Paw Touring	36755	\$92.34	\$3.00	\$7.00	\$102.34	\$4.50	\$0.00	\$12.00	\$118.84
225/50R16 92V	BSW	Tiger Paw Touring	11228	\$107.18	\$3.00	\$7.00	\$117.18	\$4.50	\$0.00	\$12.00	\$133.68
225/50R17 94T	BSW	Tiger Paw Touring	06986	\$83.46	\$3.00	\$7.00	\$93.46	\$4.50	\$0.00	\$12.00	\$109.96
225/50R17 94V	BSW	Tiger Paw Touring	30673	\$104.92	\$3.00	\$7.00	\$114.92	\$4.50	\$0.00	\$12.00	\$131.42
225/50R18 95T	BSW	Tiger Paw Touring	11427	\$92.19	\$3.00	\$7.00	\$102.19	\$4.50	\$0.00	\$12.00	\$118.69
225/55R16 95V	BSW	Tiger Paw Touring	17035	\$80.72	\$3.00	\$7.00	\$90.72	\$4.50	\$0.00	\$12.00	\$107.22
225/55R17 97H	BSW	Tiger Paw Touring	58107	\$101.67	\$3.00	\$7.00	\$111.67	\$4.50	\$0.00	\$12.00	\$128.17
225/55R17 97T	BSW	Tiger Paw Touring	15125	\$91.22	\$3.00	\$7.00	\$101.22	\$4.50	\$0.00	\$12.00	\$117.72
225/55R17 97V	BSW	Tiger Paw Touring	03804	\$106.32	\$3.00	\$7.00	\$116.32	\$4.50	\$0.00	\$12.00	\$132.82
225/55R18 98H	BSW	Tiger Paw Touring	02527	\$115.55	\$3.00	\$7.00	\$125.55	\$4.50	\$0.00	\$12.00	\$142.05
225/60R15 96H	BSW	Tiger Paw Touring	82963	\$82.19	\$3.00	\$7.00	\$92.19	\$4.50	\$0.00	\$12.00	\$108.69
225/60R16 98H	BSW	Tiger Paw Touring	01451	\$77.03	\$3.00	\$7.00	\$87.03	\$4.50	\$0.00	\$12.00	\$103.53
225/60R16 98T	BSW	Tiger Paw Touring	08427	\$80.19	\$3.00	\$7.00	\$90.19	\$4.50	\$0.00	\$12.00	\$106.69
225/60R17 99T	BSW	Tiger Paw Touring	11254	\$108.39	\$3.00	\$7.00	\$118.39	\$4.50	\$0.00	\$12.00	\$134.89
225/60R18 100H	BSW	Tiger Paw Touring	21324	\$107.01	\$3.00	\$7.00	\$117.01	\$4.50	\$0.00	\$12.00	\$133.51
225/65R16 100T	BSW	Tiger Paw Touring	26033	\$103.25	\$3.00	\$7.00	\$113.25	\$4.50	\$0.00	\$12.00	\$129.75
225/65R17 102T	BSW	Tiger Paw Touring	63776	\$94.97	\$3.00	\$7.00	\$104.97	\$4.50	\$0.00	\$12.00	\$121.47
235/55R17 99H	BSW	Tiger Paw Touring	37073	\$97.95	\$3.00	\$7.00	\$107.95	\$4.50	\$0.00	\$12.00	\$124.45

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FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
P255/70R16 109S	BSW	Laredo C/C	59382	\$107.75	\$3.00	\$7.00	\$117.75	\$4.50	\$0.00	\$12.00	\$134.25
P265/75R16 114S	BSW	Laredo C/C	93470	\$129.33	\$3.00	\$7.00	\$139.33	\$4.50	\$0.00	\$12.00	\$155.83
225/65R17 102T	BSW	Laredo C/C Tour	64935	\$112.29	\$3.00	\$7.00	\$122.29	\$4.50	\$0.00	\$12.00	\$138.79
225/75R16 RF 108T	BSW	Laredo C/C Tour	18728	\$99.74	\$3.00	\$7.00	\$109.74	\$4.50	\$0.00	\$12.00	\$126.24
235/70R16 106T	BSW	Laredo C/C Tour	06171	\$105.78	\$3.00	\$7.00	\$115.78	\$4.50	\$0.00	\$12.00	\$132.28
235/75R15 RF 109T	BSW	Laredo C/C Tour	97570	\$107.78	\$3.00	\$7.00	\$117.78	\$4.50	\$0.00	\$12.00	\$134.28
245/55R19 103T	BSW	Laredo C/C Tour	10330	\$161.43	\$3.00	\$7.00	\$171.43	\$4.50	\$0.00	\$12.00	\$187.93
245/65R17 107T	BSW	Laredo C/C Tour	74935	\$113.59	\$3.00	\$7.00	\$123.59	\$4.50	\$0.00	\$12.00	\$140.09
245/70R16 107T	BSW	Laredo C/C Tour	73932	\$106.17	\$3.00	\$7.00	\$116.17	\$4.50	\$0.00	\$12.00	\$132.67
245/75R16 111T	BSW	Laredo C/C Tour	10871	\$102.61	\$3.00	\$7.00	\$112.61	\$4.50	\$0.00	\$12.00	\$129.11
255/65R17 110T	BSW	Laredo C/C Tour	87325	\$135.31	\$3.00	\$7.00	\$145.31	\$4.50	\$0.00	\$12.00	\$161.81
255/65R18 111T	BSW	Laredo C/C Tour	26607	\$164.38	\$3.00	\$7.00	\$174.38	\$4.50	\$0.00	\$12.00	\$190.88
265/65R17 112T	BSW	Laredo C/C Tour	04761	\$125.35	\$3.00	\$7.00	\$135.35	\$4.50	\$0.00	\$12.00	\$151.85
265/70R16 112T	BSW	Laredo C/C Tour	68386	\$118.44	\$3.00	\$7.00	\$128.44	\$4.50	\$0.00	\$12.00	\$144.94
265/70R17 115T	BSW	Laredo C/C Tour	40030	\$131.89	\$3.00	\$7.00	\$141.89	\$4.50	\$0.00	\$12.00	\$158.39
275/55R20 113T	BSW	Laredo C/C Tour	52100	\$168.21	\$3.00	\$7.00	\$178.21	\$4.50	\$0.00	\$12.00	\$194.71
P215/70R16 99T	BSW	Laredo C/C Tour	31724	\$94.87	\$3.00	\$7.00	\$104.87	\$4.50	\$0.00	\$12.00	\$121.37
P225/70R15 100T	BSW	Laredo C/C Tour	67118	\$96.61	\$3.00	\$7.00	\$106.61	\$4.50	\$0.00	\$12.00	\$123.11
P225/70R16 101T	BSW	Laredo C/C Tour	83997	\$97.00	\$3.00	\$7.00	\$107.00	\$4.50	\$0.00	\$12.00	\$123.50
P235/60R16 99T	BSW	Laredo C/C Tour	55162	\$114.30	\$3.00	\$7.00	\$124.30	\$4.50	\$0.00	\$12.00	\$140.80
P235/60R17 100T	BSW	Laredo C/C Tour	62794	\$122.22	\$3.00	\$7.00	\$132.22	\$4.50	\$0.00	\$12.00	\$148.72
P235/60R18 102T	BSW	Laredo C/C Tour	31514	\$118.55	\$3.00	\$7.00	\$128.55	\$4.50	\$0.00	\$12.00	\$145.05
P235/65R16 101T	BSW	Laredo C/C Tour	42459	\$117.07	\$3.00	\$7.00	\$127.07	\$4.50	\$0.00	\$12.00	\$143.57
P235/65R17 103T	BSW	Laredo C/C Tour	40065	\$115.47	\$3.00	\$7.00	\$125.47	\$4.50	\$0.00	\$12.00	\$141.97
P235/65R18 104T	BSW	Laredo C/C Tour	24461	\$128.19	\$3.00	\$7.00	\$138.19	\$4.50	\$0.00	\$12.00	\$154.69
P235/70R15 102T	BSW	Laredo C/C Tour	00648	\$94.47	\$3.00	\$7.00	\$104.47	\$4.50	\$0.00	\$12.00	\$120.97
P245/50R20 102T	BSW	Laredo C/C Tour	24129	\$156.02	\$3.00	\$7.00	\$166.02	\$4.50	\$0.00	\$12.00	\$182.52
LT225/75R16 E 115S	BSW	Laredo HD/H	90332	\$155.45	\$3.00	\$7.00	\$165.45	\$4.50	\$0.00	\$12.00	\$181.95
LT215/85R16 D 110Q	BSW	Laredo HD/T	88794	\$151.22	\$3.00	\$7.00	\$161.22	\$4.50	\$0.00	\$12.00	\$177.72
LT225/75R16 E 115Q	BSW	Laredo HD/T	92503	\$172.91	\$3.00	\$7.00	\$182.91	\$4.50	\$0.00	\$12.00	\$199.41
LT235/85R16 E 120Q	BSW	Laredo HD/T	86389	\$159.72	\$3.00	\$7.00	\$169.72	\$4.50	\$0.00	\$12.00	\$186.22
LT245/75R16 E 120Q	BSW	Laredo HD/T	46510	\$161.38	\$3.00	\$7.00	\$171.38	\$4.50	\$0.00	\$12.00	\$187.88

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275/80R22.5 XDA ENER LRG	BL	XDA ENERGY	42564	\$473.68	\$3.00	PQL	\$476.68	\$20.00	\$7.00	\$30.00	\$533.68
11R24.5 XDA3 LRG	BL	XDA3	71551	\$537.86	\$3.00	PQL	\$540.86	\$20.00	\$7.00	\$30.00	\$597.86
275/80R24.5 XDA3 LRG	BL	XDA3	68934	\$517.23	\$3.00	PQL	\$520.23	\$20.00	\$7.00	\$30.00	\$577.23
11R22.5 XDA3 LRG	BL	XDA3	96666	\$514.94	\$3.00	PQL	\$517.94	\$20.00	\$7.00	\$30.00	\$574.94
275/80R22.5 XDA3 LRG	BL	XDA3	73095	\$505.00	\$3.00	PQL	\$508.00	\$20.00	\$7.00	\$30.00	\$565.00
305/75R24.5 XDA5	BL	XDA5	30987	\$830.47	\$3.00	PQL	\$833.47	\$20.00	\$7.00	\$30.00	\$890.47
11R22.5 XDA5 LRG	BL	XDA5	73154	\$518.76	\$3.00	PQL	\$521.76	\$20.00	\$7.00	\$30.00	\$578.76
275/80R22.5 XDA5 LRG	BL	XDA5	76747	\$512.64	\$3.00	PQL	\$515.64	\$20.00	\$7.00	\$30.00	\$572.64
11R24.5 XDA5 LRH	BL	XDA5	03713	\$595.16	\$3.00	PQL	\$598.16	\$20.00	\$7.00	\$30.00	\$655.16
11R24.5 XDA5 LRG	BL	XDA5	73177	\$550.08	\$3.00	PQL	\$553.08	\$20.00	\$7.00	\$30.00	\$610.08
275/80R24.5 XDA5 LRG	BL	XDA5	73166	\$550.08	\$3.00	PQL	\$553.08	\$20.00	\$7.00	\$30.00	\$610.08
10R22.5 XDE M/S LRG	BL	XDE M/S	87357	\$382.00	\$3.00	PQL	\$385.00	\$20.00	\$7.00	\$30.00	\$442.00
11R22.5 XDE M/S LRG	BL	XDE M/S	73493	\$427.84	\$3.00	PQL	\$430.84	\$20.00	\$7.00	\$30.00	\$487.84
275/80R22.5 XDE M/S LRG	BL	XDE M/S	61426	\$420.20	\$3.00	PQL	\$423.20	\$20.00	\$7.00	\$30.00	\$480.20
11R24.5 XDE M/S LRG	BL	XDE M/S	51273	\$443.12	\$3.00	PQL	\$446.12	\$20.00	\$7.00	\$30.00	\$503.12
11R22.5 XDE M/S* LRH	BL	XDE M/S*	73927	\$443.12	\$3.00	PQL	\$446.12	\$20.00	\$7.00	\$30.00	\$503.12
11R24.5 XDE M/S* LRH	BL	XDE M/S*	46695	\$458.40	\$3.00	PQL	\$461.40	\$20.00	\$7.00	\$30.00	\$518.40
265/70R19.5 XDE2+ 140M	BL	XDE2+	95319	\$462.22	\$3.00	PQL	\$465.22	\$20.00	\$7.00	\$30.00	\$522.22
285/70R19.5 XDE2+ 144M	BL	XDE2+	79456	\$469.86	\$3.00	PQL	\$472.86	\$20.00	\$7.00	\$30.00	\$529.86
11R22.5 XDE2+ LRH	BL	XDE2+	37332	\$507.30	\$3.00	PQL	\$510.30	\$20.00	\$7.00	\$30.00	\$567.30
275/80R22.5 XDE2+ LRH	BL	XDE2+	36993	\$498.13	\$3.00	PQL	\$501.13	\$20.00	\$7.00	\$30.00	\$558.13
305/70R22.5 XDE2+ 152L	BL	XDE2+	82183	\$563.83	\$3.00	PQL	\$566.83	\$20.00	\$7.00	\$30.00	\$623.83
12.00R24 XDL LRJ TT + FL	BL	XDL	30049	\$749.48	\$3.00	PQL	\$752.48	\$20.00	\$7.00	\$30.00	\$809.48
315/80R22.5 XDN2 GRIP 1	BL	XDN 2GRIP	04355	\$695.24	\$3.00	PQL	\$698.24	\$20.00	\$7.00	\$30.00	\$755.24
11R22.5 XDN2 LRH	BL	XDN2	64321	\$496.60	\$3.00	PQL	\$499.60	\$20.00	\$7.00	\$30.00	\$556.60
11R22.5 XDN2 LRG	BL	XDN2	72805	\$481.32	\$3.00	PQL	\$484.32	\$20.00	\$7.00	\$30.00	\$541.32
12R22.5 XDN2 LRH	BL	XDN2	51753	\$565.36	\$3.00	PQL	\$568.36	\$20.00	\$7.00	\$30.00	\$625.36
275/80R22.5 XDN2 LRG	BL	XDN2	63465	\$473.68	\$3.00	PQL	\$476.68	\$20.00	\$7.00	\$30.00	\$533.68
11R24.5 XDN2 TL LRH	BL	XDN2	87129	\$515.70	\$3.00	PQL	\$518.70	\$20.00	\$7.00	\$30.00	\$575.70
11R24.5 XDN2 LRG	BL	XDN2	87459	\$500.42	\$3.00	PQL	\$503.42	\$20.00	\$7.00	\$30.00	\$560.42
275/80R24.5 XDN2 LRG	BL	XDN2	75684	\$492.78	\$3.00	PQL	\$495.78	\$20.00	\$7.00	\$30.00	\$552.78
12R22.5 XDS LRH D	BL	XDS	62208	\$594.39	\$3.00	PQL	\$597.39	\$20.00	\$7.00	\$30.00	\$654.39

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225/70R19.5 XDS2 LRG	BL	XDS 2	00691	\$339.98	\$3.00	PQL	\$342.98	\$20.00	\$7.00	\$30.00	\$399.98
225/70R19.5 XDS2 LRF	BL	XDS 2	91423	\$324.70	\$3.00	PQL	\$327.70	\$20.00	\$7.00	\$30.00	\$384.70
245/70R19.5 XDS2 LRH	BL	XDS 2	05797	\$347.62	\$3.00	PQL	\$350.62	\$20.00	\$7.00	\$30.00	\$407.62
11R22.5 XDS2 TL LRH G	BL	XDS2	05359	\$565.36	\$3.00	PQL	\$568.36	\$20.00	\$7.00	\$30.00	\$625.36
11R24.5 XDS2 TL LRH G	BL	XDS2	06613	\$584.46	\$3.00	PQL	\$587.46	\$20.00	\$7.00	\$30.00	\$644.46
11R22.5 XDY-2 LRH D	BL	XDY-2	77416	\$513.41	\$3.00	PQL	\$516.41	\$20.00	\$7.00	\$30.00	\$573.41
11R24.5 XDY-2 LRH D	BL	XDY-2	76789	\$565.36	\$3.00	PQL	\$568.36	\$20.00	\$7.00	\$30.00	\$625.36
315/80R22.5 XDY3 156K (L	BL	XDY 3	40302	\$695.24	\$3.00	PQL	\$698.24	\$20.00	\$7.00	\$30.00	\$755.24
11R22.5 XDY3 LRH	BL	XDY 3	97079	\$534.80	\$3.00	PQL	\$537.80	\$20.00	\$7.00	\$30.00	\$594.80
11R24.5 XDY3 LRH	BL	XDY 3	47962	\$553.90	\$3.00	PQL	\$556.90	\$20.00	\$7.00	\$30.00	\$613.90
12R24.5 XDY3 LRH	BL	XDY 3	47966	\$628.77	\$3.00	PQL	\$631.77	\$20.00	\$7.00	\$30.00	\$688.77
11R24.5 XDY-EX LRH	BL	XDY-EX	46268	\$565.36	\$3.00	PQL	\$568.36	\$20.00	\$7.00	\$30.00	\$625.36
11R24.5 XDY-EX2 LRH	BL	XDY-EX2	23274	\$565.36	\$3.00	PQL	\$568.36	\$20.00	\$7.00	\$30.00	\$625.36
385/65R22.5 XFE TL 160K	BL	XFE	36991	\$706.70	\$3.00	PQL	\$709.70	\$20.00	\$7.00	\$30.00	\$766.70
425/65R22.5 XFE TL 165K	BL	XFE	11829	\$790.74	\$3.00	PQL	\$793.74	\$20.00	\$7.00	\$30.00	\$850.74
445/65R22.5 XFE TL 169K	BL	XFE	10805	\$867.14	\$3.00	PQL	\$870.14	\$20.00	\$7.00	\$30.00	\$927.14
14.5R20 XL 149G MPT (LR	BL	XL	15668	\$974.10	\$3.00	PQL	\$977.10	\$20.00	\$7.00	\$30.00	\$1,034.10
15.5/80R20 XL 168F (LRJ)	BL	XL	04852	\$1,555.50	\$3.00	PQL	\$1,558.50	\$20.00	\$7.00	\$30.00	\$1,615.50
325/85R16 XML (LRD)+OR	BL	XML	37984	\$905.34	\$3.00	PQL	\$908.34	\$20.00	\$7.00	\$30.00	\$965.34
395/85R20 (1) XML	BL	XML	99131	\$1,298.80	\$3.00	PQL	\$1,301.80	\$20.00	\$7.00	\$30.00	\$1,358.80
475/80R20 (1) XML	BL	XML	80341	\$1,236.92	\$3.00	PQL	\$1,239.92	\$20.00	\$7.00	\$30.00	\$1,296.92
445/50R22.5 XONE XDA E	BL	XONE XDA NRG	21881	\$988.62	\$3.00	PQL	\$991.62	\$20.00	\$7.00	\$30.00	\$1,048.62
455/55R22.5 X One XDA E	BL	XONE XDA NRG	57105	\$998.55	\$3.00	PQL	\$1,001.55	\$20.00	\$7.00	\$30.00	\$1,058.55
455/55R22.5 XONE XZUS	BL	XONE XZUS	28513	\$1,000.00	\$3.00	PQL	\$1,003.00	\$20.00	\$7.00	\$30.00	\$1,060.00
445/50R22.5 XONE XDN2	BL	XONEXDN2	36587	\$925.97	\$3.00	PQL	\$928.97	\$20.00	\$7.00	\$30.00	\$985.97
455/55R22.5 XONE XDN2	BL	XONEXDN2	31535	\$941.25	\$3.00	PQL	\$944.25	\$20.00	\$7.00	\$30.00	\$1,001.25
495/45R22.5 XONE XDU 1	BL	XONEXDU	89263	\$1,053.56	\$3.00	PQL	\$1,056.56	\$20.00	\$7.00	\$30.00	\$1,113.56
445/50R22.5 XONE XTA LF	BL	XONEXTA	49694	\$908.89	\$3.00	PQL	\$911.89	\$20.00	\$7.00	\$30.00	\$968.89
445/50R22.5 XONE MULTI	BL	XONE MET	33836	\$771.64	\$3.00	PQL	\$774.64	\$20.00	\$7.00	\$30.00	\$831.64
445/50R22.5 XONE XTE LF	BL	XONEXTE	59070	\$899.99	\$3.00	PQL	\$902.99	\$20.00	\$7.00	\$30.00	\$959.99
455/55R22.5 X ONE XTE*	BL	XONEXTE *	30574	\$945.07	\$3.00	PQL	\$948.07	\$20.00	\$7.00	\$30.00	\$1,005.07
455/55R22.5 XONEXZY3 L	BL	XONEXZY3	11629	\$1,000.00	\$3.00	PQL	\$1,003.00	\$20.00	\$7.00	\$30.00	\$1,060.00

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445/50R22.5 X ONE XRV L	BL	X ONE XRV	34053	\$1,020.70	\$3.00	PQL	\$1,023.70	\$20.00	\$7.00	\$30.00	\$1,080.70
225/70R19.5 XRV LRF	BL	XRV	58916	\$332.34	\$3.00	PQL	\$335.34	\$20.00	\$7.00	\$30.00	\$392.34
245/70R19.5 XRV LRF	BL	XRV	67140	\$339.98	\$3.00	PQL	\$342.98	\$20.00	\$7.00	\$30.00	\$399.98
235/80R22.5 XRV LRG	BL	XRV	87511	\$355.26	\$3.00	PQL	\$358.26	\$20.00	\$7.00	\$30.00	\$415.26
255/80R22.5 XRV LRG	BL	XRV	59634	\$446.94	\$3.00	PQL	\$449.94	\$20.00	\$7.00	\$30.00	\$506.94
305/70R22.5 XRV LRL	BL	XRV	93499	\$545.50	\$3.00	PQL	\$548.50	\$20.00	\$7.00	\$30.00	\$605.50
24R20.5 XS 176F (LRH)	BL	XS	23002	\$3,281.38	\$3.00	PQL	\$3,284.38	\$20.00	\$7.00	\$30.00	\$3,341.38
11R22.5 XT-1 LRG	BL	XT-1	02078	\$436.24	\$3.00	PQL	\$439.24	\$20.00	\$7.00	\$30.00	\$496.24
275/80R22.5 XT-1 LRG	BL	XT-1	19518	\$427.84	\$3.00	PQL	\$430.84	\$20.00	\$7.00	\$30.00	\$487.84
11R24.5 XT-1 LRG	BL	XT-1	22754	\$482.85	\$3.00	PQL	\$485.85	\$20.00	\$7.00	\$30.00	\$542.85
275/80R24.5 XT-1 LRG	BL	XT-1	29684	\$458.40	\$3.00	PQL	\$461.40	\$20.00	\$7.00	\$30.00	\$518.40
10.00R15 XTA 148G (LRJ)	BL	XTA	70667	\$430.90	\$3.00	PQL	\$433.90	\$20.00	\$7.00	\$30.00	\$490.90
215/75R17.5 XTA 135J (LR)	BL	XTA	82636	\$352.97	\$3.00	PQL	\$355.97	\$20.00	\$7.00	\$30.00	\$412.97
275/80R22.5 XTA ENER LRF	BL	XTA ENERGY	73176	\$420.20	\$3.00	PQL	\$423.20	\$20.00	\$7.00	\$30.00	\$480.20
245/70R17.5 XTA2 ENER 1	BL	XTA2 ENER	78370	\$372.07	\$3.00	PQL	\$375.07	\$20.00	\$7.00	\$30.00	\$432.07
265/70R19.5 XTA2 ENER 1	BL	XTA2 ENER	83728	\$440.06	\$3.00	PQL	\$443.06	\$20.00	\$7.00	\$30.00	\$500.06
445/45R19.5 XTA2 ENER 1	BL	XTA2 ENER	69910	\$766.29	\$3.00	PQL	\$769.29	\$20.00	\$7.00	\$30.00	\$826.29
11R22.5 XTE LRG	BL	XTE	21307	\$404.92	\$3.00	PQL	\$407.92	\$20.00	\$7.00	\$30.00	\$464.92
245/70R19.5 XTE2 141J (L)	BL	XTE2	67113	\$349.15	\$3.00	PQL	\$352.15	\$20.00	\$7.00	\$30.00	\$409.15
275/80R22.5 XTE LRG	BL	XTE	17706	\$397.28	\$3.00	PQL	\$400.28	\$20.00	\$7.00	\$30.00	\$457.28
11R24.5 XTE LRG	BL	XTE	07025	\$424.02	\$3.00	PQL	\$427.02	\$20.00	\$7.00	\$30.00	\$484.02
275/80R24.5 XTE LRG	BL	XTE	33965	\$416.38	\$3.00	PQL	\$419.38	\$20.00	\$7.00	\$30.00	\$476.38
235/75R17.5 XTE2143/141	BL	XTE2	01963	\$359.84	\$3.00	PQL	\$362.84	\$20.00	\$7.00	\$30.00	\$419.84
285/70R19.5 XTE2 150J (L)	BL	XTE2	37840	\$469.86	\$3.00	PQL	\$472.86	\$20.00	\$7.00	\$30.00	\$529.86
385/55R22.5 XTE2 160J (L)	BL	XTE2	84524	\$776.99	\$3.00	PQL	\$779.99	\$20.00	\$7.00	\$30.00	\$836.99
275/70R22.5 XTY2 148J (L)	BL	XTY2	42407	\$456.11	\$3.00	PQL	\$459.11	\$20.00	\$7.00	\$30.00	\$516.11
10R17.5 XZA (LRG)	BL	XZA	05008	\$346.86	\$3.00	PQL	\$349.86	\$20.00	\$7.00	\$30.00	\$406.86
8R19.5 XZA LRF	BL	XZA	60893	\$310.95	\$3.00	PQL	\$313.95	\$20.00	\$7.00	\$30.00	\$370.95
305/70R19.5 XZA TL LRJ	BL	XZA	50505	\$515.70	\$3.00	PQL	\$518.70	\$20.00	\$7.00	\$30.00	\$575.70
285/70R19.5 XZA 144M (LR)	BL	XZA	13346	\$430.13	\$3.00	PQL	\$433.13	\$20.00	\$7.00	\$30.00	\$490.13
365/70R22.5 XZA 162M (LR)	BL	XZA	52215	\$700.00	\$3.00	PQL	\$703.00	\$20.00	\$7.00	\$30.00	\$760.00
315/80R22.5 XZA1 LRL	BL	XZA1	47056	\$660.00	\$3.00	PQL	\$663.00	\$20.00	\$7.00	\$30.00	\$720.00

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
11R22.5 XZA-1+ LRG	BL	XZA-1+	06032	\$426.31	\$3.00	PQL	\$429.31	\$20.00	\$7.00	\$30.00	\$486.31
1275/80R22.5 XZA-1+ LRG	BL	XZA-1+	18678	\$421.73	\$3.00	PQL	\$424.73	\$20.00	\$7.00	\$30.00	\$481.73
11R24.5 XZA-1+ LRG	BL	XZA-1+	10274	\$459.16	\$3.00	PQL	\$462.16	\$20.00	\$7.00	\$30.00	\$519.16
1275/80R24.5 XZA-1+ LRG	BL	XZA-1+	30968	\$450.76	\$3.00	PQL	\$453.76	\$20.00	\$7.00	\$30.00	\$510.76
1275/70R22.5 XZA2 ENER 1	BL	XZA2NRG	90059	\$462.22	\$3.00	PQL	\$465.22	\$20.00	\$7.00	\$30.00	\$522.22
1295/60R22.5 XZA2 ENER 1	BL	XZA2NRG	33215	\$515.70	\$3.00	PQL	\$518.70	\$20.00	\$7.00	\$30.00	\$575.70
1295/80R22.5 XZA2 ENER 1	BL	XZA2NRG	76807	\$592.10	\$3.00	PQL	\$595.10	\$20.00	\$7.00	\$30.00	\$652.10
1315/80R22.5 XZA2 ENER 1	BL	XZA2NRG	76184	\$640.00	\$3.00	PQL	\$643.00	\$20.00	\$7.00	\$30.00	\$700.00
11R22.5 XZA3 LRH D	BL	XZA3	47488	\$493.54	\$3.00	PQL	\$496.54	\$20.00	\$7.00	\$30.00	\$553.54
11R22.5 XZA3 LRG D	BL	XZA3	73162	\$470.62	\$3.00	PQL	\$473.62	\$20.00	\$7.00	\$30.00	\$530.62
275/80R22.5 XZA 3 LRH G	BL	XZA3	69192	\$484.38	\$3.00	PQL	\$487.38	\$20.00	\$7.00	\$30.00	\$544.38
275/80R22.5 XZA 3 LRG G	BL	XZA3	73146	\$462.98	\$3.00	PQL	\$465.98	\$20.00	\$7.00	\$30.00	\$522.98
11R24.5 XZA3 LRG D	BL	XZA3	73181	\$502.71	\$3.00	PQL	\$505.71	\$20.00	\$7.00	\$30.00	\$562.71
275/80R24.5 XZA3 LRG D	BL	XZA3	73173	\$493.54	\$3.00	PQL	\$496.54	\$20.00	\$7.00	\$30.00	\$553.54
11R22.5 XZA3+ LRH D	BL	XZA3+	38479	\$485.90	\$3.00	PQL	\$488.90	\$20.00	\$7.00	\$30.00	\$545.90
11R22.5 XZA3+ LRG D	BL	XZA3+	25041	\$470.62	\$3.00	PQL	\$473.62	\$20.00	\$7.00	\$30.00	\$530.62
275/80R22.5 XZA3+ 149L (BL	XZA3+	39174	\$478.26	\$3.00	PQL	\$481.26	\$20.00	\$7.00	\$30.00	\$538.26
275/80R22.5 XZA3+ LRG D	BL	XZA3+	26413	\$462.98	\$3.00	PQL	\$465.98	\$20.00	\$7.00	\$30.00	\$522.98
11R24.5 XZA3+ LRG D	BL	XZA3+	27983	\$489.72	\$3.00	PQL	\$492.72	\$20.00	\$7.00	\$30.00	\$549.72
11R24.5 XZA3+ LRH D	BL	XZA3+	06813	\$505.00	\$3.00	PQL	\$508.00	\$20.00	\$7.00	\$30.00	\$565.00
275/80R24.5 XZA3+ LRG D	BL	XZA3+	28791	\$482.08	\$3.00	PQL	\$485.08	\$20.00	\$7.00	\$30.00	\$542.08
275/80R24.5 XZA3+ LRH D	BL	XZA3+	61185	\$497.36	\$3.00	PQL	\$500.36	\$20.00	\$7.00	\$30.00	\$557.36
G20 14.00R20 XZA4 164F	BL	XZA4	70870	\$856.44	\$3.00	PQL	\$859.44	\$20.00	\$7.00	\$30.00	\$916.44
225/70R19.5 XZE LRF	BL	XZE	81473	\$324.70	\$3.00	PQL	\$327.70	\$20.00	\$7.00	\$30.00	\$384.70
225/70R19.5 XZE LRG	BL	XZE	91043	\$332.34	\$3.00	PQL	\$335.34	\$20.00	\$7.00	\$30.00	\$392.34
245/70R19.5 XZE TL LRG	BL	XZE	66338	\$317.82	\$3.00	PQL	\$320.82	\$20.00	\$7.00	\$30.00	\$377.82
245/70R19.5 XZE LRH	BL	XZE	75997	\$339.98	\$3.00	PQL	\$342.98	\$20.00	\$7.00	\$30.00	\$399.98
9R22.5 XZE LRF	BL	XZE	75473	\$330.05	\$3.00	PQL	\$333.05	\$20.00	\$7.00	\$30.00	\$390.05
10R22.5 XZE LRF	BL	XZE	79883	\$416.38	\$3.00	PQL	\$419.38	\$20.00	\$7.00	\$30.00	\$476.38
10R22.5 XZE LRG	BL	XZE	99141	\$431.66	\$3.00	PQL	\$434.66	\$20.00	\$7.00	\$30.00	\$491.66
235/80R22.5 XZE LRG	BL	XZE	68749	\$385.06	\$3.00	PQL	\$388.06	\$20.00	\$7.00	\$30.00	\$445.06
255/80R22.5 XZE LRG	BL	XZE	94390	\$443.12	\$3.00	PQL	\$446.12	\$20.00	\$7.00	\$30.00	\$503.12

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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275/80R22.5 XZE 149L (LR)	BL	XZE	01637	\$469.86	\$3.00	PQL	\$472.86	\$20.00	\$7.00	\$30.00	\$529.86
12R22.5 XZE* LRH	BL	XZE*	85335	\$601.27	\$3.00	PQL	\$604.27	\$20.00	\$7.00	\$30.00	\$661.27
255/70R22.5 XZE* LRH	BL	XZE*	61737	\$427.84	\$3.00	PQL	\$430.84	\$20.00	\$7.00	\$30.00	\$487.84
215/75R17.5 XZE2 126M L	BL	XZE2	19502	\$284.97	\$3.00	PQL	\$287.97	\$20.00	\$7.00	\$30.00	\$344.97
10.00R20 XZE2 16PR LRH	BL	XZE2	01889	\$404.92	\$3.00	PQL	\$407.92	\$20.00	\$7.00	\$30.00	\$464.92
11R22.5 XZE2 LRH	BL	XZE2	67042	\$469.86	\$3.00	PQL	\$472.86	\$20.00	\$7.00	\$30.00	\$529.86
11R22.5 XZE2 LRG	BL	XZE2	78390	\$454.58	\$3.00	PQL	\$457.58	\$20.00	\$7.00	\$30.00	\$514.58
275/80R22.5 XZE2 LRG	BL	XZE2	55895	\$446.94	\$3.00	PQL	\$449.94	\$20.00	\$7.00	\$30.00	\$506.94
11R24.5 XZE2 LRH	BL	XZE2	88507	\$488.96	\$3.00	PQL	\$491.96	\$20.00	\$7.00	\$30.00	\$548.96
11R24.5 XZE2 LRG	BL	XZE2	91867	\$473.68	\$3.00	PQL	\$476.68	\$20.00	\$7.00	\$30.00	\$533.68
275/80R24.5 XZE2 LRG	BL	XZE2	75519	\$466.04	\$3.00	PQL	\$469.04	\$20.00	\$7.00	\$30.00	\$526.04
305/75R24.5 XZE2 LRJ	BL	XZE2	67251	\$736.50	\$3.00	PQL	\$739.50	\$20.00	\$7.00	\$30.00	\$796.50
265/70R19.5 XZE2+ 140M	BL	XZE2+	46194	\$462.22	\$3.00	PQL	\$465.22	\$20.00	\$7.00	\$30.00	\$522.22
285/70R19.5 XZE2+ 144M	BL	XZE2+	68419	\$469.86	\$3.00	PQL	\$472.86	\$20.00	\$7.00	\$30.00	\$529.86
275/70R22.5 XZE2+ 148M	BL	XZE2+	78395	\$462.22	\$3.00	PQL	\$465.22	\$20.00	\$7.00	\$30.00	\$522.22
295/80R22.5 XZE2+ 152M	BL	XZE2+	81993	\$611.20	\$3.00	PQL	\$614.20	\$20.00	\$7.00	\$30.00	\$671.20
9.00R16 XZL TL LRF	BL	XZL	21391	\$681.49	\$3.00	PQL	\$684.49	\$20.00	\$7.00	\$30.00	\$741.49
11.00R16 XZL TL 135K LR	BL	XZL	82224	\$726.56	\$3.00	PQL	\$729.56	\$20.00	\$7.00	\$30.00	\$786.56
11.00R20 XZL TL 150K (LR)	BL	XZL	62301	\$997.02	\$3.00	PQL	\$1,000.02	\$20.00	\$7.00	\$30.00	\$1,057.02
12.00R20 XZL 154K (LRJ)	BL	XZL	02383	\$1,233.10	\$3.00	PQL	\$1,236.10	\$20.00	\$7.00	\$30.00	\$1,293.10
14.00R20 (1) XZL	BL	XZL	59177	\$1,566.20	\$3.00	PQL	\$1,569.20	\$20.00	\$7.00	\$30.00	\$1,626.20
16.00R20 XZL TL 170G (LR)	BL	XZL	06306	\$2,147.60	\$3.00	PQL	\$2,150.60	\$20.00	\$7.00	\$30.00	\$2,207.60
335/80R20 XZL TL 141K LR	BL	XZL	62159	\$749.48	\$3.00	PQL	\$752.48	\$20.00	\$7.00	\$30.00	\$809.48
365/80R20 XZL 152K (LRL)	BL	XZL	97627	\$1,084.88	\$3.00	PQL	\$1,087.88	\$20.00	\$7.00	\$30.00	\$1,144.88
365/85R20 XZL 164G TL (LR)	BL	XZL	56389	\$1,388.19	\$3.00	PQL	\$1,391.19	\$20.00	\$7.00	\$30.00	\$1,448.19
395/85R20 XZL TL LRG	BL	XZL	37727	\$1,592.94	\$3.00	PQL	\$1,595.94	\$20.00	\$7.00	\$30.00	\$1,652.94
395/85R20 XZL TL 168G (LR)	BL	XZL	54331	\$1,573.84	\$3.00	PQL	\$1,576.84	\$20.00	\$7.00	\$30.00	\$1,633.84
24R21 XZL TL 176G (LRH)	BL	XZL	76025	\$3,010.92	\$3.00	PQL	\$3,013.92	\$20.00	\$7.00	\$30.00	\$3,070.92
425/65R22.5 XZL LRL	BL	XZL	53254	\$887.00	\$3.00	PQL	\$890.00	\$20.00	\$7.00	\$30.00	\$947.00
445/65R22.5 XZL 168G (LR)	BL	XZL	84103	\$958.06	\$3.00	PQL	\$961.06	\$20.00	\$7.00	\$30.00	\$1,018.06
395/85R20 XZL+ TL 168G	BL	XZL+	94675	\$1,573.84	\$3.00	PQL	\$1,576.84	\$20.00	\$7.00	\$30.00	\$1,633.84
315/60R22.5 XZU 152J (LR)	BL	XZU	85993	\$611.20	\$3.00	PQL	\$614.20	\$20.00	\$7.00	\$30.00	\$671.20

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11R22.5 XZU3 148J LRH	BL	XZU 3	32873	\$546.26	\$3.00	PQL	\$549.26	\$20.00	\$7.00	\$30.00	\$606.26
305/85R22.5 XZU3 LRJ	BL	XZU 3	56332	\$718.16	\$3.00	PQL	\$721.16	\$20.00	\$7.00	\$30.00	\$778.16
305/75R24.5 XZU3 LRJ	BL	XZU 3	60143	\$723.51	\$3.00	PQL	\$726.51	\$20.00	\$7.00	\$30.00	\$783.51
425/65R22.5 XZUS LRL	BL	XZU S	03785	\$940.00	\$3.00	PQL	\$943.00	\$20.00	\$7.00	\$30.00	\$1,000.00
315/80R22.5 XZUS LRL	BL	XZU S	90902	\$751.78	\$3.00	PQL	\$754.78	\$20.00	\$7.00	\$30.00	\$811.78
12R22.5 XZU2 TL LRJ	BL	XZU2	43714	\$621.90	\$3.00	PQL	\$624.90	\$20.00	\$7.00	\$30.00	\$681.90
275/70R22.5 XZU2 148J (L	BL	XZU2	57317	\$466.04	\$3.00	PQL	\$469.04	\$20.00	\$7.00	\$30.00	\$526.04
305/70R22.5 XZU2 LRL	BL	XZU2	95623	\$627.24	\$3.00	PQL	\$630.24	\$20.00	\$7.00	\$30.00	\$687.24
315/80R22.5 XZUS2 LRL	BL	XZUS2	77510	\$696.00	\$3.00	PQL	\$699.00	\$20.00	\$7.00	\$30.00	\$756.00
12.00R24 XZY 156K LRH B	BL	XZY	29163	\$662.39	\$3.00	PQL	\$665.39	\$20.00	\$7.00	\$30.00	\$722.39
11R22.5 XZY3 LRH	BL	XZY 3	80927	\$508.06	\$3.00	PQL	\$511.06	\$20.00	\$7.00	\$30.00	\$568.06
11R22.5 XZY3 LRG	BL	XZY 3	84455	\$492.78	\$3.00	PQL	\$495.78	\$20.00	\$7.00	\$30.00	\$552.78
12R22.5 XZY3 LRH	BL	XZY 3	47947	\$612.00	\$3.00	PQL	\$615.00	\$20.00	\$7.00	\$30.00	\$672.00
315/80R22.5 XZY3 LRL	BL	XZY 3	40200	\$660.86	\$3.00	PQL	\$663.86	\$20.00	\$7.00	\$30.00	\$720.86
385/65R22.5 XZY3 160K (L	BL	XZY 3	53779	\$683.78	\$3.00	PQL	\$686.78	\$20.00	\$7.00	\$30.00	\$743.78
425/65R22.5 XZY3 165K (L	BL	XZY 3	40321	\$760.18	\$3.00	PQL	\$763.18	\$20.00	\$7.00	\$30.00	\$820.18
445/65R22.5 XZY3 169K (L	BL	XZY 3	83691	\$836.58	\$3.00	PQL	\$839.58	\$20.00	\$7.00	\$30.00	\$896.58
11R24.5 XZY3 LRG	BL	XZY 3	47945	\$536.00	\$3.00	PQL	\$539.00	\$20.00	\$7.00	\$30.00	\$596.00
11R24.5 XZY3 LRH	BL	XZY 3	79250	\$527.16	\$3.00	PQL	\$530.16	\$20.00	\$7.00	\$30.00	\$587.16
12R24.5 XZY3 LRH	BL	XZY 3	47951	\$599.74	\$3.00	PQL	\$602.74	\$20.00	\$7.00	\$30.00	\$659.74
11R22.5 X MULTI ENERGY	BL	X Multi Energy Drive	58300	\$536.00	\$3.00	PQL	\$539.00	\$20.00	\$7.00	\$30.00	\$596.00
11R24.5 X MULTI ENERGY	BL	X Multi Energy Drive	61739	\$530.98	\$3.00	PQL	\$533.98	\$20.00	\$7.00	\$30.00	\$590.98
275/80R22.5 XMULTI ENE	BL	X Multi Energy Drive	63049	\$528.00	\$3.00	PQL	\$531.00	\$20.00	\$7.00	\$30.00	\$588.00
11R22.5 X MULTI ENERGY	BL	X Multi Energy Z	03168	\$485.90	\$3.00	PQL	\$488.90	\$20.00	\$7.00	\$30.00	\$545.90
11R22.5 X MULTI ENERGY	BL	X Multi Energy Z	59190	\$470.62	\$3.00	PQL	\$473.62	\$20.00	\$7.00	\$30.00	\$530.62
275/80R22.5 X MULTI ENE	BL	X Multi Energy Z	26902	\$462.98	\$3.00	PQL	\$465.98	\$20.00	\$7.00	\$30.00	\$522.98
11R22.5 XDA5+ LRG	BL	XDA5+	14003	\$511.88	\$3.00	PQL	\$514.88	\$20.00	\$7.00	\$30.00	\$571.88
275/80R22.5 XDA5+ LRG	BL	XDA5+	61310	\$504.24	\$3.00	PQL	\$507.24	\$20.00	\$7.00	\$30.00	\$564.24
275/80R24.5 XDA5+ LRG	BL	XDA5+	01376	\$548.00	\$3.00	PQL	\$551.00	\$20.00	\$7.00	\$30.00	\$608.00
11R24.5 LRG XDA5+ LRG	BL	XDA5+	63702	\$556.00	\$3.00	PQL	\$559.00	\$20.00	\$7.00	\$30.00	\$616.00
11R24.5XDA5+ LRH	BL	XDA5+	97973	\$572.00	\$3.00	PQL	\$575.00	\$20.00	\$7.00	\$30.00	\$632.00
X Line Energy D 275/80R24	BL	X Line Energy D	36992	\$523.34	\$3.00	PQL	\$526.34	\$20.00	\$7.00	\$30.00	\$583.34

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11R22.5 ST244 TL LRG	BL	ST244	40525	\$339.98	\$3.00	PQL	\$342.98	\$20.00	\$7.00	\$30.00	\$399.98
11R22.5 ST244 LRH	BL	ST244	92401	\$347.62	\$3.00	PQL	\$350.62	\$20.00	\$7.00	\$30.00	\$407.62
275/80R22.5 ST244 TL LRG	BL	ST244	61456	\$332.34	\$3.00	PQL	\$335.34	\$20.00	\$7.00	\$30.00	\$392.34
11R24.5 ST244 TL LRG	BL	ST244	51477	\$355.26	\$3.00	PQL	\$358.26	\$20.00	\$7.00	\$30.00	\$415.26
11R24.5 ST244 LRH	BL	ST244	58109	\$362.90	\$3.00	PQL	\$365.90	\$20.00	\$7.00	\$30.00	\$422.90
275/80R24.5 ST244 TL LRG	BL	ST244	77897	\$347.62	\$3.00	PQL	\$350.62	\$20.00	\$7.00	\$30.00	\$407.62
225/70R19.5 ST230 LRG	BL	ST230	74208	\$240.66	\$3.00	PQL	\$243.66	\$20.00	\$7.00	\$30.00	\$300.66
245/70R19.5 ST230 LRG	BL	ST230	89688	\$248.30	\$3.00	PQL	\$251.30	\$20.00	\$7.00	\$30.00	\$308.30
255/70R22.5 ST230 LRH	BL	ST230	95971	\$294.14	\$3.00	PQL	\$297.14	\$20.00	\$7.00	\$30.00	\$354.14
10R22.5 ST230 LRG	BL	ST230	62086	\$305.60	\$3.00	PQL	\$308.60	\$20.00	\$7.00	\$30.00	\$365.60
11R22.5 ST230 LRH	BL	ST230	68045	\$323.94	\$3.00	PQL	\$326.94	\$20.00	\$7.00	\$30.00	\$383.94
12R22.5 ST230 LRH	BL	ST230	63223	\$427.84	\$3.00	PQL	\$430.84	\$20.00	\$7.00	\$30.00	\$487.84
275/80R22.5 ST230 LRG	BL	ST230	50614	\$316.30	\$3.00	PQL	\$319.30	\$20.00	\$7.00	\$30.00	\$376.30
315/80R22.5 ST230 LRL	BL	ST230	55458	\$480.00	\$3.00	PQL	\$483.00	\$20.00	\$7.00	\$30.00	\$540.00
275/80R24.5 ST230 LRG	BL	ST230	71892	\$331.58	\$3.00	PQL	\$334.58	\$20.00	\$7.00	\$30.00	\$391.58
11R24.5 ST230 LRH	BL	ST230	79184	\$339.22	\$3.00	PQL	\$342.22	\$20.00	\$7.00	\$30.00	\$399.22
11R22.5 TR144 LRG	BL	TR144	02041	\$298.72	\$3.00	PQL	\$301.72	\$20.00	\$7.00	\$30.00	\$358.72
275/80R22.5 TR144 LRG	BL	TR144	39833	\$291.08	\$3.00	PQL	\$294.08	\$20.00	\$7.00	\$30.00	\$351.08
11R24.5 TR144 LRG	BL	TR144	06457	\$314.00	\$3.00	PQL	\$317.00	\$20.00	\$7.00	\$30.00	\$374.00
275/80R24.5 TR144 LRG	BL	TR144	27373	\$306.36	\$3.00	PQL	\$309.36	\$20.00	\$7.00	\$30.00	\$366.36
11R22.5 DR444 LRG	BL	DR444	77081	\$348.38	\$3.00	PQL	\$351.38	\$20.00	\$7.00	\$30.00	\$408.38
11R22.5 DR444 LRH	BL	DR444	98035	\$356.02	\$3.00	PQL	\$359.02	\$20.00	\$7.00	\$30.00	\$416.02
275/80R22.5 DR444 LRG	BL	DR444	90375	\$340.74	\$3.00	PQL	\$343.74	\$20.00	\$7.00	\$30.00	\$400.74
11R24.5 DR444 LRG	BL	DR444	52321	\$363.66	\$3.00	PQL	\$366.66	\$20.00	\$7.00	\$30.00	\$423.66
11R24.5 DR444 LRH	BL	DR444	89861	\$371.30	\$3.00	PQL	\$374.30	\$20.00	\$7.00	\$30.00	\$431.30
275/80R24.5 DR444 LRG	BL	DR444	55617	\$356.02	\$3.00	PQL	\$359.02	\$20.00	\$7.00	\$30.00	\$416.02
11R22.5 DR454 LRG	BL	DR454	06941	\$366.72	\$3.00	PQL	\$369.72	\$20.00	\$7.00	\$30.00	\$426.72
275/80R22.5 DR454 LRG	BL	DR454	05887	\$359.08	\$3.00	PQL	\$362.08	\$20.00	\$7.00	\$30.00	\$419.08
11R22.5 DR675 LRH	BL	DE675	47237	\$368.25	\$3.00	PQL	\$371.25	\$20.00	\$7.00	\$30.00	\$428.25
11R24.5 DR675 LRH	BL	DR675	80401	\$383.53	\$3.00	PQL	\$386.53	\$20.00	\$7.00	\$30.00	\$443.53
11R24.5 ST576 LRH	BL	ST576	86409	\$368.25	\$3.00	PQL	\$371.25	\$20.00	\$7.00	\$30.00	\$428.25

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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Earthmover/OTR/IND											
10.00 R 15 XMINE D2	BL	L5	18686	\$1,287.12	PQL	PQL	\$1,287.12	PQL	PQL	PQL	\$1,287.12
10.00 R 20 XZM TL	BL		42890	\$705.56	PQL	PQL	\$705.56	PQL	PQL	PQL	\$705.56
11.00 R 20 XZM TL	BL		74767	\$809.72	PQL	PQL	\$809.72	PQL	PQL	PQL	\$809.72
12.00 R 20 XMINE D2	BL	L5	19601	\$1,739.72	PQL	PQL	\$1,739.72	PQL	PQL	PQL	\$1,739.72
12.00 R 20 XZM TL	BL		78891	\$933.10	PQL	PQL	\$933.10	PQL	PQL	PQL	\$933.10
12.00 R 24 XK A	BL	E3	06809	\$1,332.38	PQL	PQL	\$1,332.38	PQL	PQL	PQL	\$1,332.38
12.00 R 24 XMINE D2 TL	BL	L5	19455	\$1,946.18	PQL	PQL	\$1,946.18	PQL	PQL	PQL	\$1,946.18
12.00 R 24 XSM D2 + TL	BL	L5S	80803	\$2,212.78	PQL	PQL	\$2,212.78	PQL	PQL	PQL	\$2,212.78
12.00 R 24 XZM TL	BL		42105	\$1,246.20	PQL	PQL	\$1,246.20	PQL	PQL	PQL	\$1,246.20
13/80 R 20 X LISSE	BL	C1	06569	\$794.84	PQL	PQL	\$794.84	PQL	PQL	PQL	\$794.84
14.00 R 20 XMINE D2 TL	BL	L5	64715	\$2,063.36	PQL	PQL	\$2,063.36	PQL	PQL	PQL	\$2,063.36
14.00 R 24 XGL A 2 TL	BL	G2,L2	15924	\$1,046.56	PQL	PQL	\$1,046.56	PQL	PQL	PQL	\$1,046.56
14.00 R 24 XK A	BL	E3	06866	\$1,783.74	PQL	PQL	\$1,783.74	PQL	PQL	PQL	\$1,783.74
14.00 R 24 XKD1 A	BL	E4	06874	\$2,206.58	PQL	PQL	\$2,206.58	PQL	PQL	PQL	\$2,206.58
14.00 R 24 XSM D2 + TL	BL	L5S	80802	\$3,315.14	PQL	PQL	\$3,315.14	PQL	PQL	PQL	\$3,315.14
14.00 R 24 XZM TL STABIL	BL		93269	\$2,215.88	PQL	PQL	\$2,215.88	PQL	PQL	PQL	\$2,215.88
14.00 R 25 XHD1 A TL	BL	E4	34504	\$1,959.82	PQL	PQL	\$1,959.82	PQL	PQL	PQL	\$1,959.82
14.00 R 24 X SNOPLUS M+S	BL	G2	53173	\$1,344.78	PQL	PQL	\$1,344.78	PQL	PQL	PQL	\$1,344.78
14.5 R 15 XMINE D2 TL	BL	L5	41368	\$1,432.82	PQL	PQL	\$1,432.82	PQL	PQL	PQL	\$1,432.82
15.00 R24 PIL X LC 17/80	BL		23826	\$1,419.18	PQL	PQL	\$1,419.18	PQL	PQL	PQL	\$1,419.18
15.5 R 25 XH A TL	BL	L3	25042	\$1,155.06	PQL	PQL	\$1,155.06	PQL	PQL	PQL	\$1,155.06
15.5 R 25 XMINE D2 TL	BL	L5	34827	\$2,243.16	PQL	PQL	\$2,243.16	PQL	PQL	PQL	\$2,243.16
15.5 R 25 XTL A TL	BL	G2,L2	94687	\$1,008.74	PQL	PQL	\$1,008.74	PQL	PQL	PQL	\$1,008.74
150/75 R 8 XZM TL	BL		55004	\$116.56	PQL	PQL	\$116.56	PQL	PQL	PQL	\$116.56
16.00 R 24 XGL	BL	G2,L2	45611	\$1,584.10	PQL	PQL	\$1,584.10	PQL	PQL	PQL	\$1,584.10
16.00 R 25 XHD1 A TL	BL	E4	34694	\$3,269.88	PQL	PQL	\$3,269.88	PQL	PQL	PQL	\$3,269.88
16.00 R 25 X-STRADDLE TL	BL	E3	17688	\$2,918.96	PQL	PQL	\$2,918.96	PQL	PQL	PQL	\$2,918.96
16.00 R 25 XZM TL 200	BL		61590	\$3,102.48	PQL	PQL	\$3,102.48	PQL	PQL	PQL	\$3,102.48
16.00 R 25 X QUARRY E4R	BL		17555	\$3,764.64	PQL	PQL	\$3,764.64	PQL	PQL	PQL	\$3,764.64

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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16.00 R 25 X-STRADDLE2 TL	BL	E3	14523	\$2,918.96	PQL	PQL	\$2,918.96	PQL	PQL	PQL	\$2,918.96
17.5 R 25 XH A TL *	BL	L3	35052	\$1,467.54	PQL	PQL	\$1,467.54	PQL	PQL	PQL	\$1,467.54
17.5 R 25 XLD D2 A TL	BL	L5	37608	\$2,494.88	PQL	PQL	\$2,494.88	PQL	PQL	PQL	\$2,494.88
17.5 R 25 XSM D2 + L5S TL	BL	L5S	41235	\$3,555.08	PQL	PQL	\$3,555.08	PQL	PQL	PQL	\$3,555.08
17.5 R 25 XSM D2 + TL	BL	L5S	80809	\$3,555.08	PQL	PQL	\$3,555.08	PQL	PQL	PQL	\$3,555.08
17.5 R 25 XTL A TL *	BL	G2,L2	04118	\$1,271.62	PQL	PQL	\$1,271.62	PQL	PQL	PQL	\$1,271.62
17.5 R 25 X SNOPLUS MS	BL	G2,L2	99466	\$1,677.72	PQL	PQL	\$1,677.72	PQL	PQL	PQL	\$1,677.72
17.5 R25 XMINED2 TL**	BL	L5	31686	\$2,964.22	PQL	PQL	\$2,964.22	PQL	PQL	PQL	\$2,964.22
18.00 R 25 XHD1 A TL	BL	E4	34710	\$4,045.50	PQL	PQL	\$4,045.50	PQL	PQL	PQL	\$4,045.50
18.00 R 25 XKD1 A TL	BL	E4	12336	\$4,131.06	PQL	PQL	\$4,131.06	PQL	PQL	PQL	\$4,131.06
18.00 R 25 XMINE D2 TL	BL	L5	00489	\$5,212.34	PQL	PQL	\$5,212.34	PQL	PQL	PQL	\$5,212.34
18.00 R 25 XS TL	BL		46284	\$3,819.20	PQL	PQL	\$3,819.20	PQL	PQL	PQL	\$3,819.20
18.00 R 25 XSM D2 + TL	BL	L5S	80804	\$6,007.18	PQL	PQL	\$6,007.18	PQL	PQL	PQL	\$6,007.18
18.00 R 25 XSM D2 + L5S TL	BL	L5S	41606	\$6,007.18	PQL	PQL	\$6,007.18	PQL	PQL	PQL	\$6,007.18
18.00 R 25 X STACKER TL	BL		21861	\$4,396.42	PQL	PQL	\$4,396.42	PQL	PQL	PQL	\$4,396.42
18.00 R 25 XZM2+ TL 207A5	BL		98640	\$4,210.42	PQL	PQL	\$4,210.42	PQL	PQL	PQL	\$4,210.42
18.00 R 33 X-HAUL E4P TL	BL	E4	58887	\$4,770.28	PQL	PQL	\$4,770.28	PQL	PQL	PQL	\$4,770.28
18.00 R 33 X-QUARRY-S	BL	E4	15155	\$4,841.58	PQL	PQL	\$4,841.58	PQL	PQL	PQL	\$4,841.58
18.00 R 33 X-TRACTION	BL	E4	94105	\$4,841.58	PQL	PQL	\$4,841.58	PQL	PQL	PQL	\$4,841.58
18.00 R 33 XDT B E4T TL	BL	E4	57305	\$4,770.28	PQL	PQL	\$4,770.28	PQL	PQL	PQL	\$4,770.28
18.00 R 33 XZM2+ TL 214A5	BL		98655	\$5,539.70	PQL	PQL	\$5,539.70	PQL	PQL	PQL	\$5,539.70
18.00 R25 XMINED2 TL**	BL		31984	\$5,212.34	PQL	PQL	\$5,212.34	PQL	PQL	PQL	\$5,212.34
18.00 R33 XVC **	BL		45385	\$4,767.80	PQL	PQL	\$4,767.80	PQL	PQL	PQL	\$4,767.80
180/70 R8 XZM TL 125	BL		64585	\$172.98	PQL	PQL	\$172.98	PQL	PQL	PQL	\$172.98
20.5 R 25 XHA2 TL *	BL	L3	84298	\$2,235.72	PQL	PQL	\$2,235.72	PQL	PQL	PQL	\$2,235.72
20.5 R 25 XLD D2 A TL	BL	L5	79084	\$3,415.58	PQL	PQL	\$3,415.58	PQL	PQL	PQL	\$3,415.58
20.5 R 25 XMINE D2 TL **	BL	L5	43492	\$4,057.28	PQL	PQL	\$4,057.28	PQL	PQL	PQL	\$4,057.28
20.5 R 25 XTL A TL *	BL	G2,L2	09122	\$1,809.78	PQL	PQL	\$1,809.78	PQL	PQL	PQL	\$1,809.78
20.5 R 25 X SNOPLUS M+S	BL	G2,L2	62408	\$2,395.06	PQL	PQL	\$2,395.06	PQL	PQL	PQL	\$2,395.06
200/75 R 9 XZM TL 134	BL		79749	\$210.18	PQL	PQL	\$210.18	PQL	PQL	PQL	\$210.18
21.00 R 25 XK A TL **	BL	L3	65383	\$5,529.78	PQL	PQL	\$5,529.78	PQL	PQL	PQL	\$5,529.78
21.00 R 33 X-HAUL S E4P TL	BL	E4	08931	\$5,279.92	PQL	PQL	\$5,279.92	PQL	PQL	PQL	\$5,279.92

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21.00 R 33 XTRAC E4T TL	BL	E4	17274	\$5,511.80	PQL	PQL	\$5,511.80	PQL	PQL	PQL	\$5,511.80
21.00 R 35 XDT A4 E4T TL	BL		94773	\$6,395.30	PQL	PQL	\$6,395.30	PQL	PQL	PQL	\$6,395.30
21.00 R 35 XDT B E4T TL	BL		40692	\$6,395.30	PQL	PQL	\$6,395.30	PQL	PQL	PQL	\$6,395.30
21.00 R 35 X-Quarry S	BL		79316	\$6,395.30	PQL	PQL	\$6,395.30	PQL	PQL	PQL	\$6,395.30
225/75 R 10 XZM TL 142	BL		59673	\$225.06	PQL	PQL	\$225.06	PQL	PQL	PQL	\$225.06
225/75 R 15 XZM TL 149	BL		55324	\$327.98	PQL	PQL	\$327.98	PQL	PQL	PQL	\$327.98
23.5 R 25 XADN E3T	BL	E3	86650	\$3,069.00	PQL	PQL	\$3,069.00	PQL	PQL	PQL	\$3,069.00
23.5 R 25 XADN+ E3T	BL	E3	31373	\$3,069.00	PQL	PQL	\$3,069.00	PQL	PQL	PQL	\$3,069.00
23.5 R 25 XLD D2 A TL	BL	L5	58159	\$4,620.24	PQL	PQL	\$4,620.24	PQL	PQL	PQL	\$4,620.24
23.5 R 25 XSNOPUS M+S	BL	G2,L2	74539	\$3,250.04	PQL	PQL	\$3,250.04	PQL	PQL	PQL	\$3,250.04
23.5 R 25 XTL A TL *	BL	G2,L2,E2	49977	\$2,553.78	PQL	PQL	\$2,553.78	PQL	PQL	PQL	\$2,553.78
23.5 R 25 XHA2 TL **	BL	L3	65791	\$2,825.96	PQL	PQL	\$2,825.96	PQL	PQL	PQL	\$2,825.96
23.5 R 25 XMINED2 TL**	BL	L5	32199	\$5,356.18	PQL	PQL	\$5,356.18	PQL	PQL	PQL	\$5,356.18
23.5 R 25 X-S TER AD E4T TL	BL	E4	13954	\$3,737.36	PQL	PQL	\$3,737.36	PQL	PQL	PQL	\$3,737.36
23.5 R 25 X-SUP TER+ E4 TL	BL		25402	\$3,812.38	PQL	PQL	\$3,812.38	PQL	PQL	PQL	\$3,812.38
24.00 R 35 XDT A4 E4T TL	BL		65909	\$8,654.58	PQL	PQL	\$8,654.58	PQL	PQL	PQL	\$8,654.58
24.00 R 35 XDT B E4T TL *	BL	E4	88632	\$8,654.58	PQL	PQL	\$8,654.58	PQL	PQL	PQL	\$8,654.58
24.00 R 35 X-HAUL E4P	BL	E4	89581	\$8,654.58	PQL	PQL	\$8,654.58	PQL	PQL	PQL	\$8,654.58
24.00 R 35 X-QUARRY-S	BL	E4	93536	\$8,654.58	PQL	PQL	\$8,654.58	PQL	PQL	PQL	\$8,654.58
24.00 R 35 X-TRACTION	BL	E4	29754	\$8,654.58	PQL	PQL	\$8,654.58	PQL	PQL	PQL	\$8,654.58
24.00 R35 XVC **	BL		10223	\$8,649.00	PQL	PQL	\$8,649.00	PQL	PQL	PQL	\$8,649.00
250/70 R 15 XZM	BL		50988	\$385.64	PQL	PQL	\$385.64	PQL	PQL	PQL	\$385.64
250/75 R 12 XZM TL	BL		51744	\$312.48	PQL	PQL	\$312.48	PQL	PQL	PQL	\$312.48
26.5 R 25 XADN E3T TL	BL	E3	72625	\$3,984.12	PQL	PQL	\$3,984.12	PQL	PQL	PQL	\$3,984.12
26.5 R 25 XADN+ E3T	BL	E3	32433	\$3,984.12	PQL	PQL	\$3,984.12	PQL	PQL	PQL	\$3,984.12
26.5 R 25 XHA2 TL **	BL	L3	65348	\$4,316.44	PQL	PQL	\$4,316.44	PQL	PQL	PQL	\$4,316.44
26.5 R 25 XLD D1 A	BL	L4	70042	\$5,476.46	PQL	PQL	\$5,476.46	PQL	PQL	PQL	\$5,476.46
26.5 R 25 XLD D2 A TL	BL	L5	33046	\$6,299.20	PQL	PQL	\$6,299.20	PQL	PQL	PQL	\$6,299.20
26.5 R 25 XSM D2 + TL	BL	L5S	80807	\$8,528.72	PQL	PQL	\$8,528.72	PQL	PQL	PQL	\$8,528.72
26.5 R 25 X-SUPER	BL	E4	07638	\$5,126.16	PQL	PQL	\$5,126.16	PQL	PQL	PQL	\$5,126.16
26.5 R 25 X-SUP TER	BL	E4	35486	\$5,229.08	PQL	PQL	\$5,229.08	PQL	PQL	PQL	\$5,229.08
26.5 R25 XMINED2 TL**	BL	L5	33205	\$7,106.44	PQL	PQL	\$7,106.44	PQL	PQL	PQL	\$7,106.44

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26.5R25 XSMD2+ TL**	BL		93041	\$8,528.72	PQL	PQL	\$8,528.72	PQL	PQL	PQL	\$8,528.72
26.5R25 XTXL E4 L4 TL****	BL		85245	\$5,780.88	PQL	PQL	\$5,780.88	PQL	PQL	PQL	\$5,780.88
26.5R25 XTXL E4 ****	BL	E4	81060	\$5,780.88	PQL	PQL	\$5,780.88	PQL	PQL	PQL	\$5,780.88
27.00 R 49 X TRACTION	BL		38957	\$12,238.18	PQL	PQL	\$12,238.18	PQL	PQL	PQL	\$12,238.18
27.00 R 49 X TRACTION B T	BL		10116	\$12,238.18	PQL	PQL	\$12,238.18	PQL	PQL	PQL	\$12,238.18
27.00 R 49 X TRACTION	BL		68679	\$12,238.18	PQL	PQL	\$12,238.18	PQL	PQL	PQL	\$12,238.18
27.00 R 49 X TRACTION	BL		35019	\$12,064.58	PQL	PQL	\$12,064.58	PQL	PQL	PQL	\$12,064.58
27.00 R 49 XVC TL (LG EM)	BL		06957	\$11,283.38	PQL	PQL	\$11,283.38	PQL	PQL	PQL	\$11,283.38
27.00R49 XDR2 A E4R TL **	BL		18823	\$13,540.18	PQL	PQL	\$13,540.18	PQL	PQL	PQL	\$13,540.18
27.00R49 XDR2 B E4R TL **	BL		18627	\$13,540.18	PQL	PQL	\$13,540.18	PQL	PQL	PQL	\$13,540.18
27.00R49 XDR2 B4 E4R TL *	BL		19623	\$13,540.18	PQL	PQL	\$13,540.18	PQL	PQL	PQL	\$13,540.18
280/75 R 22.5 X TERMINAL	BL		33193	\$560.48	PQL	PQL	\$560.48	PQL	PQL	PQL	\$560.48
29.5 R 25 XHA2 TL **	BL	L3	82493	\$5,452.90	PQL	PQL	\$5,452.90	PQL	PQL	PQL	\$5,452.90
29.5 R 25 XLD D1A L4R T	BL	L4	90432	\$6,917.34	PQL	PQL	\$6,917.34	PQL	PQL	PQL	\$6,917.34
29.5 R 25 XLD D2A TL	BL	L5	28230	\$7,955.22	PQL	PQL	\$7,955.22	PQL	PQL	PQL	\$7,955.22
29.5 R 29 XLD D2A TL	BL	L5	52185	\$8,001.10	PQL	PQL	\$8,001.10	PQL	PQL	PQL	\$8,001.10
29.5 R 29 XMINE D2 TL *	BL	L5	29173	\$9,505.22	PQL	PQL	\$9,505.22	PQL	PQL	PQL	\$9,505.22
29.5 R 29 XSM D2 + TL	BL	L5S	80808	\$10,930.60	PQL	PQL	\$10,930.60	PQL	PQL	PQL	\$10,930.60
29.5 R 29 XTS TL **	BL	E3	46731	\$5,743.68	PQL	PQL	\$5,743.68	PQL	PQL	PQL	\$5,743.68
29.5 R 35 XTS TL **	BL	E3	64173	\$6,669.96	PQL	PQL	\$6,669.96	PQL	PQL	PQL	\$6,669.96
29.5 R 25 X-SUP TER+	BL	E3	35924	\$6,974.38	PQL	PQL	\$6,974.38	PQL	PQL	PQL	\$6,974.38
29.5 R 29 X MINE D2 L5 TL **	BL		31580	\$9,505.22	PQL	PQL	\$9,505.22	PQL	PQL	PQL	\$9,505.22
29.5 R25 XMINED2 TL**	BL		33387	\$8,978.84	PQL	PQL	\$8,978.84	PQL	PQL	PQL	\$8,978.84
29.5R25 XADN+ E3T	BL	E3	40883	\$5,312.78	PQL	PQL	\$5,312.78	PQL	PQL	PQL	\$5,312.78
29.5R25 X-SUPER TERRAIN	BL	E3	09041	\$6,837.36	PQL	PQL	\$6,837.36	PQL	PQL	PQL	\$6,837.36
29.5R25 XTXL E4 L4****	BL		23282	\$7,302.36	PQL	PQL	\$7,302.36	PQL	PQL	PQL	\$7,302.36
29.5R25 XTXL E4 ****	BL	E4	76493	\$7,302.36	PQL	PQL	\$7,302.36	PQL	PQL	PQL	\$7,302.36
29.5R29 XSMD2+ TL**	BL		93004	\$10,930.60	PQL	PQL	\$10,930.60	PQL	PQL	PQL	\$10,930.60
29.5R29 XTXL E4 ****	BL		68037	\$7,546.64	PQL	PQL	\$7,546.64	PQL	PQL	PQL	\$7,546.64
310/80 R 22.5 X TERMINAL	BL		03379	\$622.48	PQL	PQL	\$622.48	PQL	PQL	PQL	\$622.48
315/70 R15 XZM	BL		85047	\$566.68	PQL	PQL	\$566.68	PQL	PQL	PQL	\$566.68
33.25 R29 XTS	BL	E3	76725	\$7,872.76	PQL	PQL	\$7,872.76	PQL	PQL	PQL	\$7,872.76

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
35/65 R33 XLD D2 A L5R	BL		29247	\$10,806.60	PQL	PQL	\$10,806.60	PQL	PQL	PQL	\$10,806.60
35/65 R33 XMINE D2 L5 TL	BL	L5	67187	\$12,260.50	PQL	PQL	\$12,260.50	PQL	PQL	PQL	\$12,260.50
35/65 R33 XRDN A TL	BL	L3	28662	\$7,781.00	PQL	PQL	\$7,781.00	PQL	PQL	PQL	\$7,781.00
35/65 R33 XSM D2	BL		41000	\$14,100.66	PQL	PQL	\$14,100.66	PQL	PQL	PQL	\$14,100.66
35/65 R33 XSM D2	BL	L5S	39998	\$14,100.66	PQL	PQL	\$14,100.66	PQL	PQL	PQL	\$14,100.66
35/65R33 XLD D1 A L4R TL *	BL	L4	33617	\$9,005.50	PQL	PQL	\$9,005.50	PQL	PQL	PQL	\$9,005.50
35/65R33 XTXL E4 ****	BL	E4	34351	\$9,506.46	PQL	PQL	\$9,506.46	PQL	PQL	PQL	\$9,506.46
35/65R33 XTXL E4 L4****	BL		25205	\$9,506.46	PQL	PQL	\$9,506.46	PQL	PQL	PQL	\$9,506.46
350/65 R 15 XMINE D2 TL	BL	L5	85701	\$1,349.74	PQL	PQL	\$1,349.74	PQL	PQL	PQL	\$1,349.74
355/65 R15 XZM 170 A5	BL		81758	\$720.44	PQL	PQL	\$720.44	PQL	PQL	PQL	\$720.44
37.25 R 35 XRS B E4R TL	BL	E4	75762	\$12,029.86	PQL	PQL	\$12,029.86	PQL	PQL	PQL	\$12,029.86
37.25 R 35 XTS TL **	BL	E3	54190	\$10,539.38	PQL	PQL	\$10,539.38	PQL	PQL	PQL	\$10,539.38
385/95 R 24 X SNOPLUS	BL	E2	36887	\$1,482.42	PQL	PQL	\$1,482.42	PQL	PQL	PQL	\$1,482.42
385/95 R 24 X-CRANE AT	BL	E2	93770	\$1,482.42	PQL	PQL	\$1,482.42	PQL	PQL	PQL	\$1,482.42
385/95 R 24 XMH S 170E	BL	E2	12407	\$1,482.42	PQL	PQL	\$1,482.42	PQL	PQL	PQL	\$1,482.42
385/95 R 25 X SNOPLUS	BL	E2	05893	\$1,527.06	PQL	PQL	\$1,527.06	PQL	PQL	PQL	\$1,527.06
385/95 R 25 X-CRANE AT T	BL	E2	22555	\$1,527.06	PQL	PQL	\$1,527.06	PQL	PQL	PQL	\$1,527.06
385/95 R 25 X-CRANE	BL	E2	32768	\$1,527.06	PQL	PQL	\$1,527.06	PQL	PQL	PQL	\$1,527.06
385/95 R 25 XMH S TL170E	BL	E2	21608	\$1,527.06	PQL	PQL	\$1,527.06	PQL	PQL	PQL	\$1,527.06
40.5/75 R 39 XMS TL **	BL	E3	93211	\$14,300.30	PQL	PQL	\$14,300.30	PQL	PQL	PQL	\$14,300.30
400/80 R 15 XMINE D2 TL	BL	L5	41318	\$1,606.42	PQL	PQL	\$1,606.42	PQL	PQL	PQL	\$1,606.42
445/80 R 25 XGC TL 170E	BL	E2	30079	\$1,933.78	PQL	PQL	\$1,933.78	PQL	PQL	PQL	\$1,933.78
445/80R25 XLB TL 170E	BL	E2	54193	\$1,992.68	PQL	PQL	\$1,992.68	PQL	PQL	PQL	\$1,992.68
445/95 R 25 X-CRANE AT	BL	E2	39675	\$2,545.10	PQL	PQL	\$2,545.10	PQL	PQL	PQL	\$2,545.10
445/95 R 25 X-CRANE+ AT	BL	E2	30097	\$2,545.10	PQL	PQL	\$2,545.10	PQL	PQL	PQL	\$2,545.10
45/65 R 39 X MINE D2	BL		01004	\$21,906.46	PQL	PQL	\$21,906.46	PQL	PQL	PQL	\$21,906.46
45/65 R 39 XLD D2	BL	L5	63953	\$17,080.38	PQL	PQL	\$17,080.38	PQL	PQL	PQL	\$17,080.38
45/65 R 39 XLD D2	BL	L5	48376	\$17,080.38	PQL	PQL	\$17,080.38	PQL	PQL	PQL	\$17,080.38
45/65 R 45 X MINE D2	BL		00821	\$27,009.68	PQL	PQL	\$27,009.68	PQL	PQL	PQL	\$27,009.68
45/65 R 45 XLD D1 A L4R	BL	L4	78673	\$16,255.78	PQL	PQL	\$16,255.78	PQL	PQL	PQL	\$16,255.78
45/65 R 45 XLD D2 A L5T	BL	L4	79265	\$19,506.44	PQL	PQL	\$19,506.44	PQL	PQL	PQL	\$19,506.44
450/70 R 20 X MINE D2 L5 TL	BL		77552	\$2,111.10	PQL	PQL	\$2,111.10	PQL	PQL	PQL	\$2,111.10

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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450/95R25 X-STRADDLE2	BL		38706	\$2,918.96	PQL	PQL	\$2,918.96	PQL	PQL	PQL	\$2,918.96
480/95R25 X-STRADDLE 2 TL	BL		05436	\$3,401.94	PQL	PQL	\$3,401.94	PQL	PQL	PQL	\$3,401.94
480/95R25 X-STRADDLE	BL	E3	89482	\$3,401.94	PQL	PQL	\$3,401.94	PQL	PQL	PQL	\$3,401.94
5.00 R 8 XZM TL 111 A5	BL		86381	\$138.26	PQL	PQL	\$138.26	PQL	PQL	PQL	\$138.26
525/80 R 25 XGC	BL	E2	38256	\$2,899.12	PQL	PQL	\$2,899.12	PQL	PQL	PQL	\$2,899.12
525/80 R 25 X-CRANE	BL	E2	33880	\$3,031.80	PQL	PQL	\$3,031.80	PQL	PQL	PQL	\$3,031.80
550/65 R 25 XLD L3	BL	L3	86785	\$2,398.16	PQL	PQL	\$2,398.16	PQL	PQL	PQL	\$2,398.16
6.00 R 9 XZR TL 121 A5	BL		68425	\$164.30	PQL	PQL	\$164.30	PQL	PQL	PQL	\$164.30
6.00 R9 XZM TL 121 A5	BL		50734	\$172.98	PQL	PQL	\$172.98	PQL	PQL	PQL	\$172.98
6.50 R10 XZM TL 128 A5	BL		54636	\$206.46	PQL	PQL	\$206.46	PQL	PQL	PQL	\$206.46
6.50 R10 XZR	BL		79365	\$216.38	PQL	PQL	\$216.38	PQL	PQL	PQL	\$216.38
600/65 R25 XLD L3 TL	BL	L3	82704	\$2,690.80	PQL	PQL	\$2,690.80	PQL	PQL	PQL	\$2,690.80
650/65 R 25 XAD65-1 SUPER	BL	E3	89647	\$3,630.10	PQL	PQL	\$3,630.10	PQL	PQL	PQL	\$3,630.10
650/65 R25 XLD L3 TL	BL	L3	90278	\$3,243.84	PQL	PQL	\$3,243.84	PQL	PQL	PQL	\$3,243.84
7.00 R 12 XZM TL 136 A5	BL		71359	\$254.20	PQL	PQL	\$254.20	PQL	PQL	PQL	\$254.20
7.00 R 12 XZR TL 136 A5	BL		62234	\$216.38	PQL	PQL	\$216.38	PQL	PQL	PQL	\$216.38
7.00 R 15 XZM TL 143 A5	BL		85869	\$272.80	PQL	PQL	\$272.80	PQL	PQL	PQL	\$272.80
7.50 R 15 XMINE D2	BL	L5	23416	\$700.60	PQL	PQL	\$700.60	PQL	PQL	PQL	\$700.60
7.50 R 15 X LISSE	BL	C1	12568	\$314.34	PQL	PQL	\$314.34	PQL	PQL	PQL	\$314.34
7.50 R 15 XZM TL 146 A5	BL		62488	\$349.68	PQL	PQL	\$349.68	PQL	PQL	PQL	\$349.68
750/65 R 25 XLD L3 TL	BL	L3	50629	\$4,656.20	PQL	PQL	\$4,656.20	PQL	PQL	PQL	\$4,656.20
750/65 R 25 XAD65-1 SUPER	BL	E3	79374	\$4,864.52	PQL	PQL	\$4,864.52	PQL	PQL	PQL	\$4,864.52
8.25 R 15 XZM TL 153 A5	BL		56370	\$450.74	PQL	PQL	\$450.74	PQL	PQL	PQL	\$450.74
8.25 R 15 XMINE D2	BL	L5	22154	\$903.34	PQL	PQL	\$903.34	PQL	PQL	PQL	\$903.34
800/65 R 29 XLD L3	BL	L3	45325	\$5,956.34	PQL	PQL	\$5,956.34	PQL	PQL	PQL	\$5,956.34
875/65 R 29 XAD65-1 SUPER	BL	E3	40269	\$6,535.42	PQL	PQL	\$6,535.42	PQL	PQL	PQL	\$6,535.42
875/65R29 XHA2 L3 TL*	BL	L3	32190	\$6,705.30	PQL	PQL	\$6,705.30	PQL	PQL	PQL	\$6,705.30
9.00 R 20 XMINE D2	BL	L5	09497	\$1,134.60	PQL	PQL	\$1,134.60	PQL	PQL	PQL	\$1,134.60
9.00 R 20 XZM TL 160 A5	BL		87259	\$635.50	PQL	PQL	\$635.50	PQL	PQL	PQL	\$635.50

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
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420/85R38	BL	144A8/B	84239	\$1,915.58	PQL	PQL	\$1,915.58	PQL	PQL	PQL	1915.58
420/90R30	BL	147A8/B	68713	\$1,670.99	PQL	PQL	\$1,670.99	PQL	PQL	PQL	1670.99
480/80R42	BL	156A8/B	3395	\$2,172.65	PQL	PQL	\$2,172.65	PQL	PQL	PQL	2172.65
480/80R46	BL	158A8/B	94069	\$2,203.50	PQL	PQL	\$2,203.50	PQL	PQL	PQL	2203.50
480/80R50	BL	159A8/B	94576	\$3,679.85	PQL	PQL	\$3,679.85	PQL	PQL	PQL	3679.85
480/95R50	BL	164A8/B	54736	\$4,223.38	PQL	PQL	\$4,223.38	PQL	PQL	PQL	4223.38
520/85R38	BL	155A8/B	43308	\$2,093.33	PQL	PQL	\$2,093.33	PQL	PQL	PQL	2093.33
520/85R42	BL	157A8/B	63687	\$2,332.04	PQL	PQL	\$2,332.04	PQL	PQL	PQL	2332.04
520/85R46	BL	158A8/B	57479	\$3,312.60	PQL	PQL	\$3,312.60	PQL	PQL	PQL	3312.60
320/85R38	BL	143A8/B	50528	\$1,582.85	PQL	PQL	\$1,582.85	PQL	PQL	PQL	1582.85
320/90R42	BL	147A8/B	64720	\$1,633.53	PQL	PQL	\$1,633.53	PQL	PQL	PQL	1633.53
320/90R50	BL	150A8/B	95098	\$2,085.25	PQL	PQL	\$2,085.25	PQL	PQL	PQL	2085.25
320/90R54	BL	151A8/B	96185	\$2,369.50	PQL	PQL	\$2,369.50	PQL	PQL	PQL	2369.50
340/85R46	BL	150A8/B	94547	\$1,705.51	PQL	PQL	\$1,705.51	PQL	PQL	PQL	1705.51
380/90R46	BL	157A8/B	38865	\$2,184.40	PQL	PQL	\$2,184.40	PQL	PQL	PQL	2184.40
380/90R50	BL	151A8/B	15852	\$2,435.60	PQL	PQL	\$2,435.60	PQL	PQL	PQL	2435.60
AxioBib											
IF 600/70R30	BL	159D	96393	\$3,341.98	PQL	PQL	\$3,341.98	PQL	PQL	PQL	\$3,341.98
IF 620/75R30	BL	164D	96772	\$4,508.36	PQL	PQL	\$4,508.36	PQL	PQL	PQL	\$4,508.36
IF 650/60R34	BL	165D	94599	\$4,737.53	PQL	PQL	\$4,737.53	PQL	PQL	PQL	\$4,737.53
IF 650/65R34	BL	161D	26241	\$5,068.05	PQL	PQL	\$5,068.05	PQL	PQL	PQL	\$5,068.05
IF 650/75R30	BL	166D	96826	\$4,639.84	PQL	PQL	\$4,639.84	PQL	PQL	PQL	\$4,639.84
IF 650/85R38	BL	179D	97250	\$5,343.49	PQL	PQL	\$5,343.49	PQL	PQL	PQL	\$5,343.49
IF 710/60R34	BL	164D	67777	\$3,819.40	PQL	PQL	\$3,819.40	PQL	PQL	PQL	\$3,819.40
IF 710/70R42	BL	179D	99783	\$5,343.49	PQL	PQL	\$5,343.49	PQL	PQL	PQL	\$5,343.49
IF 710/75R42	BL	176D	25479	\$6,212.40	PQL	PQL	\$6,212.40	PQL	PQL	PQL	\$6,212.40
IF 710/85R38	BL	178D	99013	\$7,129.06	PQL	PQL	\$7,129.06	PQL	PQL	PQL	\$7,129.06
IF 800/70R38	BL	179D	99142	\$6,518.69	PQL	PQL	\$6,518.69	PQL	PQL	PQL	\$6,518.69
IF 900/60R42	BL	180D	24652	\$7,198.10	PQL	PQL	\$7,198.10	PQL	PQL	PQL	\$7,198.10
CargoXBib											

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500/60R22.5	BL	155D	73552	\$1,762.80	PQL	PQL	\$1,762.80	PQL	PQL	PQL	\$1,762.80
560/60R22.5	BL	161D	75840	\$2,001.51	PQL	PQL	\$2,001.51	PQL	PQL	PQL	\$2,001.51
600/50R22.5	BL	159D	94336	\$1,964.79	PQL	PQL	\$1,964.79	PQL	PQL	PQL	\$1,964.79
600/55R26.5	BL	165D	42913	\$2,460.58	PQL	PQL	\$2,460.58	PQL	PQL	PQL	\$2,460.58
600/60R30.5	BL	169D	51915	\$2,552.39	PQL	PQL	\$2,552.39	PQL	PQL	PQL	\$2,552.39
650/65R30.5	BL	176D	94604	\$2,938.00	PQL	PQL	\$2,938.00	PQL	PQL	PQL	\$2,938.00
710/45R22.5	BL	165D	49366	\$2,074.96	PQL	PQL	\$2,074.96	PQL	PQL	PQL	\$2,074.96
710/50R26.5	BL	170D	77969	\$2,534.03	PQL	PQL	\$2,534.03	PQL	PQL	PQL	\$2,534.03
710/50R30.5	BL	173D	92209	\$3,433.79	PQL	PQL	\$3,433.79	PQL	PQL	PQL	\$3,433.79
750/60R30.5	BL	181D	83575	\$4,351.91	PQL	PQL	\$4,351.91	PQL	PQL	PQL	\$4,351.91
800/45R26.5	BL	174D	81371	\$3,011.45	PQL	PQL	\$3,011.45	PQL	PQL	PQL	\$3,011.45
800/45R30.5	BL	176D	53255	\$3,819.40	PQL	PQL	\$3,819.40	PQL	PQL	PQL	\$3,819.40
850/50R30.5	BL	182D	69986	\$3,929.58	PQL	PQL	\$3,929.58	PQL	PQL	PQL	\$3,929.58
CerexbBib											
IF 680/85R32 CFO	BL	179A8	18128	\$4,228.52	PQL	PQL	\$4,228.52	PQL	PQL	PQL	\$4,228.52
IF 800/65R32 CFO	BL	178A8	39571	\$4,939.51	PQL	PQL	\$4,939.51	PQL	PQL	PQL	\$4,939.51
IF 800/70R32 CFO	BL	182A8	18258	\$5,729.10	PQL	PQL	\$5,729.10	PQL	PQL	PQL	\$5,729.10
IF 800/70R38 CFO	BL	184A8	39234	\$6,515.02	PQL	PQL	\$6,515.02	PQL	PQL	PQL	\$6,515.02
IF 900/60R38 CFO	BL	184A8	14429	\$7,418.45	PQL	PQL	\$7,418.45	PQL	PQL	PQL	\$7,418.45
VF 520/80R26	BL	165A8	18058	\$2,448.09	PQL	PQL	\$2,448.09	PQL	PQL	PQL	\$2,448.09
VF 620/70R26	BL	170A8	18765	\$2,670.64	PQL	PQL	\$2,670.64	PQL	PQL	PQL	\$2,670.64
Kleber Narrow											
230/95R32	BL	126A8/B	24406	\$699.98	PQL	PQL	\$699.98	PQL	PQL	PQL	\$699.98
230/95R36	BL	128A8/B	26297	\$813.09	PQL	PQL	\$813.09	PQL	PQL	PQL	\$813.09
230/95R40	BL	122A8/B	82492	\$856.43	PQL	PQL	\$856.43	PQL	PQL	PQL	\$856.43
230/95R44	BL	132A8/B	27171	\$953.38	PQL	PQL	\$953.38	PQL	PQL	PQL	\$953.38
230/95R48	BL	134A8/B	14236	\$984.96	PQL	PQL	\$984.96	PQL	PQL	PQL	\$984.96
270/95R36	BL	137A8/B	26914	\$953.38	PQL	PQL	\$953.38	PQL	PQL	PQL	\$953.38
270/95R48	BL	142A8/B	25423	\$1,224.41	PQL	PQL	\$1,224.41	PQL	PQL	PQL	\$1,224.41

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270/95R54	BL	144A8/B	20557	\$1,508.66	PQL	PQL	\$1,508.66	PQL	PQL	PQL	\$1,508.66
300/95R46	BL	146A8/B	22545	\$1,240.57	PQL	PQL	\$1,240.57	PQL	PQL	PQL	\$1,240.57
300/95R52	BL	149A8/B	23899	\$1,564.49	PQL	PQL	\$1,564.49	PQL	PQL	PQL	\$1,564.49
Kleber Orchard											
11.2R20	BL	111A8	47780	\$528.84	PQL	PQL	\$528.84	PQL	PQL	PQL	\$528.84
260/70R16	BL	109A8	72087	\$542.06	PQL	PQL	\$542.06	PQL	PQL	PQL	\$542.06
280/70R16	BL	112A8	72003	\$561.89	PQL	PQL	\$561.89	PQL	PQL	PQL	\$561.89
280/70R18	BL	114A8	61214	\$618.45	PQL	PQL	\$618.45	PQL	PQL	PQL	\$618.45
280/70R20	BL	116A8	87727	\$654.44	PQL	PQL	\$654.44	PQL	PQL	PQL	\$654.44
300/70R20	BL	119A8	71422	\$711.73	PQL	PQL	\$711.73	PQL	PQL	PQL	\$711.73
360/70R20	BL	129A8	75643	\$886.54	PQL	PQL	\$886.54	PQL	PQL	PQL	\$886.54
380/70R24	BL	125A8	54160	\$1,218.54	PQL	PQL	\$1,218.54	PQL	PQL	PQL	\$1,218.54
420/70R24	BL	130A8	91910	\$1,363.23	PQL	PQL	\$1,363.23	PQL	PQL	PQL	\$1,363.23
480/70 R 24	BL	138A8	57943	\$1,552.73	PQL	PQL	\$1,552.73	PQL	PQL	PQL	\$1,552.73
480/70 R 28	BL	140A8	93591	\$1,726.81	PQL	PQL	\$1,726.81	PQL	PQL	PQL	\$1,726.81
480/70 R 30	BL	141A8	54027	\$1,833.31	PQL	PQL	\$1,833.31	PQL	PQL	PQL	\$1,833.31
7.50R16	BL	100A8	57162	\$370.19	PQL	PQL	\$370.19	PQL	PQL	PQL	\$370.19
7.50R18	BL	102A8	64417	\$406.18	PQL	PQL	\$406.18	PQL	PQL	PQL	\$406.18
7.50R20	BL	104A8	45769	\$414.26	PQL	PQL	\$414.26	PQL	PQL	PQL	\$414.26
9.5R20	BL	108A8	72862	\$470.08	PQL	PQL	\$470.08	PQL	PQL	PQL	\$470.08
Kleber Standard											
14.9LR20	BL	119A8	31219	\$1,065.03	PQL	PQL	\$1,065.03	PQL	PQL	PQL	\$1,065.03
320/85 R 24	BL	122A8	68055	\$764.61	PQL	PQL	\$764.61	PQL	PQL	PQL	\$764.61
320/85R20	BL	119A8/116B	56173	\$711.00	PQL	PQL	\$711.00	PQL	PQL	PQL	\$711.00
340/85 R 24	BL	125A8	82676	\$884.34	PQL	PQL	\$884.34	PQL	PQL	PQL	\$884.34
MachXBib											
600/65R28	BL	154D	30734	\$2,682.39	PQL	PQL	\$2,682.39	PQL	PQL	PQL	\$2,682.39
600/70R28	BL	157D	04339	\$2,919.64	PQL	PQL	\$2,919.64	PQL	PQL	PQL	\$2,919.64
600/70R30	BL	152D	76077	\$2,899.81	PQL	PQL	\$2,899.81	PQL	PQL	PQL	\$2,899.81

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

SIZE	S/W	SR/LR	PRODUCT NUMBER	FL SHERIFFS NET PRICE	WASTE TIRE FEE	TIRE DISPOSAL FEE	TOTAL TIRE COST	TIRE VALVE	TIRE MOUNT	TIRE BALANCE	TOTAL TIRE PRICE WITH OPTIONS
620/70R46 (XM28)	BL	162A8/B	69879	\$4,899.85	PQL	PQL	\$4,899.85	PQL	PQL	PQL	\$4,899.85
650/75R32 (XM28)	BL	159A8	77317	\$3,655.61	PQL	PQL	\$3,655.61	PQL	PQL	PQL	\$3,655.61
650/75R38	BL	169A8/B	86829	\$4,467.23	PQL	PQL	\$4,467.23	PQL	PQL	PQL	\$4,467.23
650/85R38	BL	173A8/B	89462	\$4,639.84	PQL	PQL	\$4,639.84	PQL	PQL	PQL	\$4,639.84
680/75R32 (XM28)	BL	164A8	80305	\$4,056.64	PQL	PQL	\$4,056.64	PQL	PQL	PQL	\$4,056.64
710/55R30	BL	153A8/B	73905	\$3,005.57	PQL	PQL	\$3,005.57	PQL	PQL	PQL	\$3,005.57
710/70R38	BL	171D	30751	\$3,731.26	PQL	PQL	\$3,731.26	PQL	PQL	PQL	\$3,731.26
710/70R42	BL	173D	31962	\$4,647.18	PQL	PQL	\$4,647.18	PQL	PQL	PQL	\$4,647.18
800/70R38	BL	173D	29390	\$5,663.73	PQL	PQL	\$5,663.73	PQL	PQL	PQL	\$5,663.73
900/50R42	BL	168A8/B	71498	\$6,339.47	PQL	PQL	\$6,339.47	PQL	PQL	PQL	\$6,339.47
MegaXBib											
1000/50R25	BL	172A8	27566	\$7,727.67	PQL	PQL	\$7,727.67	PQL	PQL	PQL	\$7,727.67
1050/50R32	BL	178A9	4644	\$9,056.39	PQL	PQL	\$9,056.39	PQL	PQL	PQL	\$9,056.39
1050/50R32 M28	BL	178A8	94737	\$9,166.56	PQL	PQL	\$9,166.56	PQL	PQL	PQL	\$9,166.56
520/85R42	BL	162A8/162B	15488	\$2,827.83	PQL	PQL	\$2,827.83	PQL	PQL	PQL	\$2,827.83
580/70R26 (XM27)	BL	149A8	49571	\$2,221.86	PQL	PQL	\$2,221.86	PQL	PQL	PQL	\$2,221.86
580/85R42	BL	168A8/168B	39595	\$2,974.73	PQL	PQL	\$2,974.73	PQL	PQL	PQL	\$2,974.73
620/70R26 (XM27)	BL	153A8/150B	53054	\$2,179.26	PQL	PQL	\$2,179.26	PQL	PQL	PQL	\$2,179.26
620/70R38	BL	170A8/B	99512	\$3,596.85	PQL	PQL	\$3,596.85	PQL	PQL	PQL	\$3,596.85
620/70R42	BL	166A8/B	15145	\$3,564.53	PQL	PQL	\$3,564.53	PQL	PQL	PQL	\$3,564.53
620/75R26	BL	166A8/B	89936	\$3,330.22	PQL	PQL	\$3,330.22	PQL	PQL	PQL	\$3,330.22
620/75R30 (XM27)	BL	168A8/B	63928	\$3,305.98	PQL	PQL	\$3,305.98	PQL	PQL	PQL	\$3,305.98
620/75R34	BL	170A8/B	83734	\$3,253.84	PQL	PQL	\$3,253.84	PQL	PQL	PQL	\$3,253.84
650/75R32 (XM28)	BL	172A8/B	46686	\$3,426.44	PQL	PQL	\$3,426.44	PQL	PQL	PQL	\$3,426.44
750/50R26	BL	157A8/151D	15686	\$4,697.13	PQL	PQL	\$4,697.13	PQL	PQL	PQL	\$4,697.13
750/65R26 (XM27)	BL	166A8/B	91020	\$3,525.60	PQL	PQL	\$3,525.60	PQL	PQL	PQL	\$3,525.60
800/65R32 (XM28)	BL	172A8/B	79035	\$4,301.97	PQL	PQL	\$4,301.97	PQL	PQL	PQL	\$4,301.97
900/60R32	BL	176A8/B	59226	\$6,008.94	PQL	PQL	\$6,008.94	PQL	PQL	PQL	\$6,008.94
MultiBib											

MICHELIN NORTH AMERICA, INC.
FSA BID NO. 15/17-07-0220
EFFECTIVE MARCH 1, 2015 THROUGH FEBRUARY 28, 2017

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440/65R24	BL	128D	04039	\$1,246.45	PQL	PQL	\$1,246.45	PQL	PQL	PQL	\$1,246.45
440/65R28	BL	131D	96372	\$1,349.28	PQL	PQL	\$1,349.28	PQL	PQL	PQL	\$1,349.28
480/65R24	BL	133D	03176	\$1,426.40	PQL	PQL	\$1,426.40	PQL	PQL	PQL	\$1,426.40
480/65R28	BL	136D	14369	\$1,587.25	PQL	PQL	\$1,587.25	PQL	PQL	PQL	\$1,587.25
540/65R24	BL	140D	08801	\$1,748.84	PQL	PQL	\$1,748.84	PQL	PQL	PQL	\$1,748.84
540/65R28	BL	142D	36062	\$1,892.07	PQL	PQL	\$1,892.07	PQL	PQL	PQL	\$1,892.07
540/65R30	BL	143D	28553	\$2,120.50	PQL	PQL	\$2,120.50	PQL	PQL	PQL	\$2,120.50
540/65R34	BL	145D	22243	\$2,423.12	PQL	PQL	\$2,423.12	PQL	PQL	PQL	\$2,423.12
540/65R38	BL	147D	28857	\$2,392.27	PQL	PQL	\$2,392.27	PQL	PQL	PQL	\$2,392.27
600/65R34	BL	151D	16291	\$2,364.36	PQL	PQL	\$2,364.36	PQL	PQL	PQL	\$2,364.36
600/65R38	BL	153D	29767	\$2,468.65	PQL	PQL	\$2,468.65	PQL	PQL	PQL	\$2,468.65
650/65R38	BL	157D	12871	\$3,069.48	PQL	PQL	\$3,069.48	PQL	PQL	PQL	\$3,069.48
650/65R42	BL	158D	38881	\$3,462.43	PQL	PQL	\$3,462.43	PQL	PQL	PQL	\$3,462.43
OmniBib											
420/70R24	BL	130D	28067	\$1,640.87	PQL	PQL	\$1,640.87	PQL	PQL	PQL	\$1,640.87
420/70R28	BL	133D	25705	\$1,946.43	PQL	PQL	\$1,946.43	PQL	PQL	PQL	\$1,946.43
480/70R28	BL	140D	27084	\$2,077.17	PQL	PQL	\$2,077.17	PQL	PQL	PQL	\$2,077.17
480/70R30	BL	141D	27236	\$2,753.64	PQL	PQL	\$2,753.64	PQL	PQL	PQL	\$2,753.64
480/70R34	BL	143D	25021	\$2,838.84	PQL	PQL	\$2,838.84	PQL	PQL	PQL	\$2,838.84
520/70R34	BL	148D	29601	\$2,002.98	PQL	PQL	\$2,002.98	PQL	PQL	PQL	\$2,002.98
520/70R38	BL	150D	28089	\$2,124.17	PQL	PQL	\$2,124.17	PQL	PQL	PQL	\$2,124.17
580/70R38	BL	155D	31198	\$2,967.38	PQL	PQL	\$2,967.38	PQL	PQL	PQL	\$2,967.38
620/70R42	BL	160D	31015	\$3,821.60	PQL	PQL	\$3,821.60	PQL	PQL	PQL	\$3,821.60
SprayBib											
VF 380/90R46	BL	173D	27358	\$2,843.25	PQL	PQL	\$2,843.25	PQL	PQL	PQL	\$2,843.25
VF 420/95R50	BL	177D	82545	\$3,433.79	PQL	PQL	\$3,433.79	PQL	PQL	PQL	\$3,433.79
XeoBib											

MICHELIN NORTH AMERICA, INC.
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IVF 600/60R30	BL	147D	03690	\$4,113.93	PQL	PQL	\$4,113.93	PQL	PQL	PQL	\$4,113.93
IVF 600/60R34	BL	149D	78329	\$4,260.10	PQL	PQL	\$4,260.10	PQL	PQL	PQL	\$4,260.10
IVF 710/60R42	BL	161D	94391	\$5,494.79	PQL	PQL	\$5,494.79	PQL	PQL	PQL	\$5,494.79
IVF480/60 R28	BL	134D	80140	\$2,995.29	PQL	PQL	\$2,995.29	PQL	PQL	PQL	\$2,995.29
IVF520/60 R28	BL	138D	80236	\$3,421.30	PQL	PQL	\$3,421.30	PQL	PQL	PQL	\$3,421.30
IVF600/60 R28	BL	146D	80297	\$3,844.37	PQL	PQL	\$3,844.37	PQL	PQL	PQL	\$3,844.37
IVF600/60 R38	BL	151D	80626	\$4,379.09	PQL	PQL	\$4,379.09	PQL	PQL	PQL	\$4,379.09
IVF650/60 R38	BL	155D	80851	\$5,001.95	PQL	PQL	\$5,001.95	PQL	PQL	PQL	\$5,001.95
IVF710/60 R38	BL	160D	81759	\$5,568.98	PQL	PQL	\$5,568.98	PQL	PQL	PQL	\$5,568.98
XM108											
I320/65R16	BL	107A8	46787	\$613.31	PQL	PQL	\$613.31	PQL	PQL	PQL	\$613.31
I420/65R24	BL	126A8/B	77842	\$1,101.02	PQL	PQL	\$1,101.02	PQL	PQL	PQL	\$1,101.02
I420/65R28	BL	128A8/B	78903	\$1,202.38	PQL	PQL	\$1,202.38	PQL	PQL	PQL	\$1,202.38
XP27											
270/65R16	BL	134A8	04629	\$642.69	PQL	PQL	\$642.69	PQL	PQL	PQL	\$642.69
270/65R18	BL	136A8	98595	\$697.78	PQL	PQL	\$697.78	PQL	PQL	PQL	\$697.78
340/65R18	BL	149A8/B	08185	\$865.98	PQL	PQL	\$865.98	PQL	PQL	PQL	\$865.98
YieldBib											
VF 380/85R34	BL	149B	91239	\$1,762.80	PQL	PQL	\$1,762.80	PQL	PQL	PQL	\$1,762.80
VF 420/85R34	BL	154B	58965	\$2,074.96	PQL	PQL	\$2,074.96	PQL	PQL	PQL	\$2,074.96
VF 480/80R46	BL	164B	10807	\$2,460.58	PQL	PQL	\$2,460.58	PQL	PQL	PQL	\$2,460.58
VF 480/80R50	BL	166B	02098	\$4,113.20	PQL	PQL	\$4,113.20	PQL	PQL	PQL	\$4,113.20
Agricultural IndTires											

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BibSteel											
215/70R15	BL	BibSteel AT	65104	\$406.25	PQL	PQL	\$406.25	PQL	PQL	PQL	\$406.25
260/70R16.5	BL	BibSteel AT	19038	\$338.00	PQL	PQL	\$338.00	PQL	PQL	PQL	\$338.00
300/70R16.5	BL	BibSteel AT	34034	\$467.35	PQL	PQL	\$467.35	PQL	PQL	PQL	\$467.35
360/70R17.5	BL	Bibsteel AT	17395	\$552.50	PQL	PQL	\$552.50	PQL	PQL	PQL	\$552.50
260/70R16.5	BL	Bibsteel HS	38281	\$338.00	PQL	PQL	\$338.00	PQL	PQL	PQL	\$338.00
300/70R16.5	BL	Bibsteel HS	84590	\$467.35	PQL	PQL	\$467.35	PQL	PQL	PQL	\$467.35
Power CL											
280/80-18	BL	Power CL	38882	\$357.50	PQL	PQL	\$357.50	PQL	PQL	PQL	\$357.50
340/80-18	BL	Power CL	04967	\$455.00	PQL	PQL	\$455.00	PQL	PQL	PQL	\$455.00
280/80-20	BL	Power CL	28486	\$396.50	PQL	PQL	\$396.50	PQL	PQL	PQL	\$396.50
340/80-20	BL	Power CL	56730	\$471.25	PQL	PQL	\$471.25	PQL	PQL	PQL	\$471.25
400/70-20	BL	Power CL	18007	\$552.50	PQL	PQL	\$552.50	PQL	PQL	PQL	\$552.50
400/70-24	BL	Power CL	60752	\$656.50	PQL	PQL	\$656.50	PQL	PQL	PQL	\$656.50
440/80-24	BL	Power CL	56443	\$796.25	PQL	PQL	\$796.25	PQL	PQL	PQL	\$796.25
500/70-24	BL	Power CL	06567	\$828.75	PQL	PQL	\$828.75	PQL	PQL	PQL	\$828.75
480/80-26	BL	Power CL	06006	\$845.00	PQL	PQL	\$845.00	PQL	PQL	PQL	\$845.00
440/80-28	BL	Power CL	72331	\$812.50	PQL	PQL	\$812.50	PQL	PQL	PQL	\$812.50
XF											
445/70R19.5	BL	XF	81617	\$2,031.25	PQL	PQL	\$2,031.25	PQL	PQL	PQL	\$2,031.25
445/70R22.5	BL	XF	33819	\$2,088.45	PQL	PQL	\$2,088.45	PQL	PQL	PQL	\$2,088.45

MICHELIN NORTH AMERICA, INC.
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XM27											
11LR16	BL	XM27	13902	\$495.95	PQL	PQL	\$495.95	PQL	PQL	PQL	\$495.95
405/70R20	BL	XM47	43043	\$927.55	PQL	PQL	\$927.55	PQL	PQL	PQL	\$927.55
425/75R20	BL	XM47	75328	\$1,118.00	PQL	PQL	\$1,118.00	PQL	PQL	PQL	\$1,118.00
445/70R24	BL	XM47	45627	\$1,171.30	PQL	PQL	\$1,171.30	PQL	PQL	PQL	\$1,171.30
495/70R24	BL	XM47	88892	\$1,361.75	PQL	PQL	\$1,361.75	PQL	PQL	PQL	\$1,361.75
XMCL											
280/80R18	BL	XMCL	25391	\$518.05	PQL	PQL	\$518.05	PQL	PQL	PQL	\$518.05
340/80R18	BL	XMCL	24643	\$589.55	PQL	PQL	\$589.55	PQL	PQL	PQL	\$589.55
280/80R20	BL	XMCL	32621	\$596.70	PQL	PQL	\$596.70	PQL	PQL	PQL	\$596.70
380/75R20	BL	XMCL	03424	\$726.70	PQL	PQL	\$726.70	PQL	PQL	PQL	\$726.70
340/80R20	BL	XMCL	00733	\$690.30	PQL	PQL	\$690.30	PQL	PQL	PQL	\$690.30
400/70R20	BL	XMCL	02871	\$888.55	PQL	PQL	\$888.55	PQL	PQL	PQL	\$888.55
420/75R20	BL	XMCL	19152	\$1,075.10	PQL	PQL	\$1,075.10	PQL	PQL	PQL	\$1,075.10
400/70R24	BL	XMCL	92225	\$1,072.50	PQL	PQL	\$1,072.50	PQL	PQL	PQL	\$1,072.50
440/80R24	BL	XMCL	34933	\$1,095.90	PQL	PQL	\$1,095.90	PQL	PQL	PQL	\$1,095.90
460/70R24	BL	XMCL	70333	\$938.60	PQL	PQL	\$938.60	PQL	PQL	PQL	\$938.60
500/70R24	BL	XMCL	89582	\$1,060.80	PQL	PQL	\$1,060.80	PQL	PQL	PQL	\$1,060.80
540/70R24	BL	XMCL	58268	\$1,251.25	PQL	PQL	\$1,251.25	PQL	PQL	PQL	\$1,251.25
480/80R26	BL	XMCL	16032	\$1,513.85	PQL	PQL	\$1,513.85	PQL	PQL	PQL	\$1,513.85
440/80R28	BL	XMCL	94482	\$1,053.00	PQL	PQL	\$1,053.00	PQL	PQL	PQL	\$1,053.00
XZSL											

Meeting Date: 4/14/15

Agenda Item

2

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A Resolution of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper City officials to execute a purchase agreement for State tax credits between the City of Pompano Beach and Dish DBS Corporation; Providing an effective date.

Summary of Purpose and Why:

The City received three (3) Voluntary Cleanup Tax Credit (VCTC) Certificates with a combined tax credit value of \$664,588.57 from the Florida Dept. of Environmental Protection for the successful remediation of the Public Library/Civic Campus site. In April of 2014 the City contracted with Clocktower Tax Credits LLC (Clocktower) to assist in marketing the City's tax credits received under the VCTC program to maximize the City's return on investment. One tax credit certificate has previously been purchased by Sherwin Williams Company which had a tax credit value of \$274,799. Clocktower has notified the City that Dish DBS would like to purchase the two remaining tax credit certificates, which have a combined tax credit value of \$389,789.57. Dish DBS is offering to purchase the tax credits at \$0.91 on the dollar for a total purchase price of \$354,708.51. Staff recommends approval of this purchase agreement. Once the agreement has been executed, Clocktower will be responsible for filing the transfer documents with the State of Florida and managing the transfer of funds from Dish DBS to the City.

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: Upon completion of transfer of tax credit certificates and transfer of funds to City
- (4) Fiscal impact and source of funding: City will yield \$354,708.51

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>3/23/15</u>	<u>Approval</u>	<u>Suzette Sibble</u>
City Attorney	<u>3/23/15</u>		<u>[Signature]</u>
Budget	<u>3-24-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



FINANCE DEPARTMENT
MEMO 15-15

Date: March 19, 2015

To: Mayor and City Commissioners

From: Suzette Sibble, Finance Director

Via: Dennis Beach, City Manager

Re: Purchase Agreement for Sale of Voluntary Clean-up tax Credits

The City of Pompano Beach (the "City") received a total of three (3) Voluntary Cleanup Tax Credit Certificates with a combined value of \$664,588.57 (the "Tax Credits") from the Florida Department of Environmental Protection ("FDEP"), pursuant to its successful remediation of the Public Library/Civic Campus site. In 1998, the Florida Legislature created the Voluntary Cleanup Tax Credit (VCTC) to encourage participants to conduct voluntary cleanup of certain dry cleaning solvent contaminated sites and brownfield sites in designated brownfield areas. Participants may be private or public entities, but they must meet the eligibility criteria established under Sections 376.3078, 376.30781, and 376.82, F.S., as applicable, and they must enter into either a Voluntary Cleanup Agreement, for dry cleaning solvent cleanup, or a Brownfield Site Rehabilitation Agreement. The State of Florida currently appropriates \$5 million a year for these tax credits. Maximum award for an applicant in one year is \$500,000. When all work is completed on a specific project, eligible entities can apply for a "completion bonus" tax credit award of up to 25% of all the allowed expenditures for the entire project. Tax credits may be utilized to offset an entity's Florida corporate income tax liability. As local governments do not have Florida corporate income tax liability, the City would like to contract with a broker who would sell these tax credits to an entity with such liability. Entities would have a period of five (5) years over which they would be able to apply the credits to reduce their Florida corporate tax liability.

In April of 2014, the City contracted with Clocktower Tax Credits, LLC (Clocktower) to assist in marketing the City's tax credits received under the VCTC Program to maximize the City's optimum return on investment. Clocktower has previously sold one of the City's tax credit certificates to Sherwin-Williams Company for \$0.91 for each dollar of tax credit for a purchase price of \$250,067.21. Clocktower has notified the City that Dish DBS would like to purchase the two remaining tax credit certificates, which have a combined tax credit value of \$389,789.57. Dish DBS is offering to purchase the tax credits at \$0.91 on the dollar for a total purchase price of \$354,708.51. Staff recommends approval of this purchase agreement.

Staff recommends approval of the attached purchase agreement. Once the purchase agreement has been executed, Clocktower will be responsible for filing the required transfer documents and forms with the State of Florida, and managing the transfer of funds from the DBS Dish Corporation to the City.



City Attorney's Communication #2015-381
December 19, 2014

TO: Suzette Sible, Finance Director
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Purchase Agreement for State Tax Credits

As requested in your email dated December 18, 2014, the above-referenced resolution is attached and captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PURCHASE AGREEMENT FOR STATE TAX CREDITS BETWEEN THE CITY OF POMPANO BEACH AND DISH DBS CORPORATION; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

GBL/jrm
l:cor/finance/2015-381

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 PURCHASE AGREEMENT FOR STATE TAX CREDITS BETWEEN THE CITY OF POMPANO BEACH AND DISH DBS CORPORATION; 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 Dish DBS Corporation, 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 Dish DBS Corporation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Purchase Agreement for State Tax Credits

This Purchase Agreement for State Tax Credits ("Agreement") is dated as of _____, 2015 by and between **DISH DBS Corporation**, a Colorado Corporation, with its principal place of business at 9601 South Meridian Boulevard, Englewood, CO 80112, or an affiliate ("Investor"), and **City of Pompano Beach**, a Florida municipal corporation, with its principal place of business at 110 West Atlantic Boulevard, Pompano Beach, FL 33060 ("Owner").

In consideration of the mutual promises of the parties hereto and other valuable consideration, the receipt of which is mutually acknowledged, the parties agree as follows:

Project: Public Library and Civic Campus – Pompano Beach, Florida

Voluntary cleanup of a Brownfield site which qualifies for Tax Credits as described below.

Tax Credits: "Tax Credits" means the two Florida Voluntary Cleanup Tax Credit ("VCTC") Certificates in the total amount of **\$389,789.57** ("Tax Credit Certificates") issued as follows:

<u>Certificate #</u>	<u>Certificate Amount</u>	<u>Issue Date</u>
291	\$252,390.00	07/09/2013
366	\$137,399.57	07/20/2014

Statutory Authority: Section 376.30781 of the Florida Statutes

Owner: **City of Pompano Beach**

Administering Agency: Florida Department of Environmental Protection, Division of Waste Management ("FDEP")

Investment Structure: The Owner has expended costs integral to the rehabilitation of the Project site. Such costs, as certified by an independent certified public accountant ("CPA"), have qualified for Tax Credits under the statute, and the FDEP has issued or will issue the Tax Credit Certificates to Owner. Owner agrees to sell such Tax Credit Certificates, and Investor or an affiliate will purchase the Tax Credit Certificates, in the amount and in the manner described herein.

Investor will have no interest in or liability arising from the Project, other than the right to use the Tax Credits so transferred.

Purchase Price: **\$354,708.51**, (provided, however, in the event that the total face amount on the Tax Credit Certificates transferred is other than **\$389,789.57**, the Purchase Price shall be **\$0.91** for each dollar of tax credit available to be transferred to the Investor and shown on the new Tax Credit Certificates).

Transaction Each party will pay for its own legal and other expenses incurred in this

Expenses: transaction, if any.

Both parties acknowledge that Clocktower Tax Credits, LLC ("Clocktower") is the broker of record in this transaction. Clocktower was engaged by Owner and Owner shall pay Clocktower a fee for brokering this transaction.

Due Diligence: Investor is entitled to, and Owner agrees to provide, certain due diligence materials for the Tax Credit Certificates including but not limited to a copy of the Applicant's Affidavit, the CPA Certification, and the Technical Professional Certification from each VCTC application to the FDEP (collectively, the "Due Diligence Materials"). Such Due Diligence Materials shall be provided by Owner to Investor upon execution of this Agreement.

Investor represents that it will proceed diligently with its due diligence review and will act in good faith to complete this transaction in a timely manner, and will notify Owner in writing that it either will or will not proceed with the purchase no later than ten (10) days after Investor's receipt of all the Due Diligence Materials (the "Inspection Period").

In the event that Investor, in Investor's sole and absolute discretion, for any reason or no reason whatsoever, is not satisfied with the results of its review of the Due Diligence Materials prior to expiration of the Inspection Period then, in such event, Investor may terminate this Agreement by giving written notice of termination to Owner prior to the expiration of the Inspection Period, with a copy to Clocktower.

Transfer Procedure: In the event that Investor does not so terminate this Agreement prior to the expiration of the Inspection Period, then Investor shall give notice of its acceptance in writing to Owner, with a copy to Clocktower.

Owner shall then surrender the Tax Credit Certificates to FDEP and authorize FDEP to issue new tax credit certificates ("New Certificates") to Investor or its designated transferee, as directed by Investor, in accordance with the transfer provision of the Statute, with delivery as directed by Investor. Owner's transfer instructions to FDEP shall include a request that review copies of the New Certificates be provided to Clocktower before the New Certificates are delivered to Investor. Transfer designee information and delivery instructions are listed in Exhibit A attached.

Owner shall use certified mail or a courier service to submit the Tax Credit Certificates and transfer instructions to the FDEP. Owner shall send a copy of the submitted transfer instructions to Investor and Clocktower.

The FDEP is expected to deliver draft copies of the New Certificates to Clocktower within thirty (30) days of its receipt of the transfer

instructions from Owner. Clocktower shall promptly review the New Certificates for accuracy. Upon determining the accuracy of the New Certificates, Clocktower shall give notice to FDEP that the New Certificates should be delivered to Investor.

Upon receipt of the New Certificates, Investor shall give notice to Clocktower that the New Certificates have been received in good order. Investor shall deliver the Purchase Price to Owner by check or wire/ACH transfer within five (5) days of receipt by Investor of undisputed New Certificates. Owner shall promptly give notice to Clocktower and Investor confirming receipt of funds.

Investor shall have the option to terminate this Agreement in the event that Owner fails to submit to FDEP the request to transfer the Tax Credit Certificates within ten (10) days of Investor giving notice to Owner of its intent to proceed, or in the event that FDEP fails to issue New Certificates by July 31, 2015.

In the event that a New Certificate is issued incorrectly, Owner and Clocktower will work with FDEP to issue a corrected certificate ("Corrected Certificate"). In the event that the FDEP is unable or unwilling to correct such errors or otherwise deliver to Investor a New Certificate or a Corrected Certificate on or before July 31, 2015, then Investor shall pay to Owner the pro rata portion of the Purchase Price for only the tax credits successfully transferred.

Upon receipt of their respective funds and the New Certificates in correct form and amount, all parties will be satisfied and no further actions are required, subject to the provisions of this Agreement which survive the sale.

Owner
Representations:

Owner represents that it is familiar with the rules and regulations relating to the issuance of the Tax Credits, and that it has engaged adequate legal representation with respect to the requirements under state and federal regulations, and the transfer of the Tax Credits to Investor.

Owner represents that it will proceed diligently in effecting the transfer thereof, and will act in good faith and in accordance with the regulations of FDEP.

Owner or such entity acceptable to Investor agrees to indemnify Investor for any damages incurred as a result of its bad faith, misrepresentation, or fraud, or in the event that FDEP or the Florida Department of Revenue disallows or recaptures any or all of the Tax Credits for any reason relating to their issuance, but in no event shall the amount of this indemnity exceed the Purchase Price plus any penalties and interest due the appropriate taxing authority as a result of any such disallowance or recapture.

Owner acknowledges that it currently controls the Project and will control the allocation of Tax Credits related to such Project, and expects to do so through the completion of the transaction contemplated herein. Owner acknowledges that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein.

Investor
Representations:

Investor is purchasing the Tax Credits for its own account, for investment purposes only and not with a view to the resale or distribution thereof except to an entity affiliated with Investor. Investor acknowledges that the statute prohibits any subsequent transfer of the Tax Credit Certificates except through merger or acquisition.

Investor acknowledges that the Tax Credits have not been registered under the Securities Act of 1933, as amended (the "Act") or any state securities laws and are being offered and sold in reliance upon exemptions from such registration.

Investor has not relied upon any representations or other information (whether oral or written) other than as contained in any documents so furnished to it by Owner or contained herein.

Investor is an "accredited investor" as that term is defined in Rule 501 of Regulation D, promulgated by the Securities and Exchange Commission, under the Act.

Investor has the financial wherewithal readily available to purchase the Tax Credit Certificates as contemplated herein and represents that no agreement exists, written or otherwise, which would adversely affect its ability to enter into this Agreement, and to timely complete the transaction contemplated herein.

Investor agrees to indemnify and hold Owner harmless for any loss or damage incurred as a result of Investor's bad faith, misrepresentation, or fraud, but in no event shall the amount of this indemnity exceed the Purchase Price.

Submissions &
Reporting:

Owner shall provide all such material as is necessary to file with the Florida Department of Revenue to claim the Tax Credits, including but not limited to the Tax Credit Certificates.

Prevailing Party:

In the event of any controversy or dispute arising out of this Agreement between the parties, the prevailing party in such dispute or controversy shall be entitled to recover from the other party its reasonable expenses including attorneys' fees, whether in court, out of court, on appeal or in bankruptcy or administrative proceedings.

Notices:

Any notice or demand to be given or that may be given hereunder shall

be in writing and shall be

- (i) delivered by hand delivery,
- (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested,
- (iii) delivered through or by Federal Express, Express Mail or other expedited mail or package service, or
- (iv) via email, addressed to the parties as follows:

Owner: Suzette Sibble
City of Pompano Beach
100 West Atlantic Boulevard, Room 253
Pompano Beach, FL 33060
Phone: 954-786-4611
Email: suzette.sibble@copbfl.com

Investor: Matthew Sheers
DISH DBS Corporation
9601 S. Meridian Blvd.
Englewood, CO 80112
Phone: 303-723-3367
Email: matthew.sheers@dishnetwork.com

With copy to:
Lukas Krause
Backroads Capital Partners, LLC
5050 Quorum Drive, Suite 330
Dallas, TX 75254
Phone: 800-655-1485 x107
Email: lkrause@backroadscapital.com

Clocktower: Mr. Jeff Jacobson
Clocktower Tax Credits, LLC
2 Clock Tower Place; Suite 295
Maynard, MA 01754
Phone: 978-823-0200
Email: jjacobson@clocktowertc.com

Entire Agreement; Successors; Venue: This Agreement sets forth the entire agreement of the parties and may not be modified except in writing executed by the parties hereto or their authorized representatives. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and their respective legal representatives, successors and assigns. This Agreement shall be governed by Florida law.

Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument; and any party or signatory hereto may execute this Agreement by signing any such counterpart and delivering two original copies to the other party.

Miscellaneous: No failure or delay by a party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

In consideration of Investor's interest described herein, Owner grants to Investor the exclusive right to complete such transaction, and shall not engage in any discussion about the sale or transfer of the Project's Tax Credits, or its interest in them, until the earliest to occur of:

- (a) Investor completing the transaction contemplated herein,
- (b) Investor informing Owner in writing of its decision not to proceed with the transaction, or
- (c) July 31, 2015.

INVESTOR:

DISH DBS Corporation

FEIN: 84-1328967

By: _____

Name: Matthew Sheers
Title: Vice President, Tax

Date: 3/17/2015

OWNER:

CITY OF POMPANO BEACH

FEIN: 59-6000411

By: _____

Name: Lamar Fisher
Title: Mayor

Date: _____

EXHIBIT A

**FL VCTC Certificate Transfer Request
Required Transferee Information**

The following information will be included in Owner's Letter of Instruction to the FDEP for the transfer of the Tax Credit Certificates:

Transferee Name: DISH DBS Corporation
Transferee FEIN: 84-1328967
Transferee Mailing Address: 9601 S. Meridian Blvd.
Englewood, CO 80112
Transferee Contact Name: Matthew Sheers
Transferee Contact Phone Number: 303-723-3367
Delivery Address for New Certificates: Matthew Sheers
DISH DBS Corporation
9601 S. Meridian Blvd.
Englewood, CO 80112

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

"OWNER"

[City of Pompano Beach notarized signature page – format to be supplied.] See Page 9

"INVESTOR"

DISH DBS Corporation

Witnesses:

[Signature] 3-17-15

[Signature] 3/17/15

By: [Signature]

MATTHEW SHEERS
Print

Name: Matthew Sheers

Title: Vice President, Tax

STATE OF

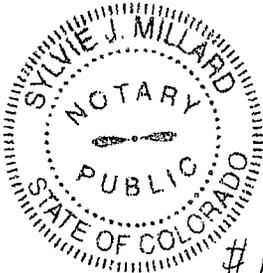
COUNTY OF

The foregoing instrument was acknowledged before me this 17 day of March, 2015,
by Matthew Sheers as _____
of _____, a _____ corporation on behalf of the corporation.

He/She is personally known to me or has produced

_____ (Type of Identification) as identification.

NOTARY SEAL



[Signature]

Notary Public, State of Colorado

Name of Acknowledger Typed, Printed or Stamped

20044013653

Commission Number

"OWNER":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Meeting Date: April 14, 2015

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A resolution of the City Commission of the City of Pompano Beach, approving and authorizing the proper city officials to execute a training site agreement between The City of Pompano Beach and Total Caring Health, Education and Staffing, Inc. to provide supervision of Emergency Advanced Cardiac Life Support training for Pompano Beach Fire Rescue; providing an effective date.

OR MOTION: (Projected expenditure of \$2,975 from budgeted funds in line #140-22-31-522-40-10.)

Summary of Purpose and Why:

The agreement with Total Caring Health, Education, and Staffing, Inc. allows the fire department to conduct in-house recertification training of its own paramedics and EMTs at a substantial savings to the department of approximately \$60,000 bi-annually. The agreement also permits Pompano Beach Fire Rescue to conduct CPR classes for the public, as well as city employees. Costs to the fire department is limited to a simple certification card fee for individuals of \$4.50 for CPR and \$6.50 for paramedic-level ACLS (advanced cardiac life support) and PALS (pediatric advanced life support).

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: John Jurgle, Fire Chief Ext. 4510
- (3) Expiration of contract, if applicable: One year period
- (4) Fiscal impact and source of funding: Expense- approximately \$2,975 from budgeted funds in line #140-22-31-522-40-10 for certification cards for all fire employees. Training expense saved for in-house is approximately \$60,000.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	<u>3/20/15</u>	<u>Approval</u>	<u>J. Jurgle</u>
Finance	<u>3/24/15</u>	<u>Approval</u>	<u>A. Babb</u>
City Attorney	<u>3/24/15</u>	<u>I</u>	<u>Memo #2015-586</u>
Risk Manager	<u>3/25/15</u>	<u>Approved</u>	<u>E. Beech</u>

- Advisory Board
- Planning and Growth Management Director
- Public Works Administrator
- 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 _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 15-A052**

To: John Jurgle, Fire Chief
From: Michael Hohl, Assistant Chief *MH*
Date: 03/03/15
Re: Training Site Agreement with Total Caring Health, Education,
and Staffing, Inc.

Attached is the Training Site Agreement with Total Caring Health, Education, and Staffing, Inc. This agreement allows the fire department to conduct in-house recertification training of our paramedics and EMTs at a substantial savings to the department of approximately \$60,000 bi-annually. The agreement also permits Pompano Beach Fire Rescue to conduct American Heart Association CPR classes for the public, as well as City employees. Costs to the fire department is limited to a simple certification card fee for individuals of \$4.50 for CPR and \$6.50 for paramedic-level ACLS (advanced cardiac life support) and PALS (pediatric advanced life support). Our partnership with Total Caring has been longstanding and continues to provide the fire department with a streamlined cost-effective means to deliver required American Heart Association courses to our personnel. Also attached is the Resolution, as well as the necessary paperwork to bring this before the City Commission for approval.

EVIDENCE OF INSURANCE

ISSUE DATE: 06/18/2014

<p>Master Policy Named insured National Professional Purchasing Group Association, Inc. c/o Lockton Affinity, LLC P. O. Box 410679 Kansas City, Missouri 64141-0679</p>	<p>THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE EVIDENCE HOLDER. THIS EVIDENCE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE CERTIFICATE DESCRIBED BELOW.</p>
<p>Named Insured Member: Total Caring Health Education and Staffing 2021 Crown Drive St Augustine, FL 32092-3616</p> <p>Member Certificate Number: 105-1003198-01 Primary Occupation: Group Secondary Occupation:</p>	<p>INSURERS AFFORDING COVERAGE:</p> <p>Certain Underwriters at Lloyd's, London</p>

THE EVIDENCE OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DOCUMENT MAY PERTAIN, THE INSURANCE AFFORDED BY THE CERTIFICATE ISSUED TO THE MEMBER NAMED ABOVE IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE MASTER POLICY TO WHICH IT REFERS TO. AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

- 1. Master Policy Number:** GLOPR1300702
- 2. Policy Period:** The **Policy Period** shall commence during the **Policy Period** set forth below. Coverage shall commence from the date upon which the **Named Insured** holds a valid RPG membership during the **Policy Period** and shall continue up to but not exceeding 365 days in all.

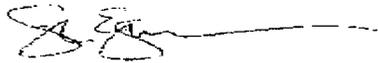
From: 07/11/2014
 To: 07/11/2015

Both dates at 12:01 a.m Local Time at the address listed in Named Insured stated above.

- 3. Policy Administrator:** Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679

4. Insuring Agreements and Limits of Liability

A. Professional Liability:	
i. Each Claim includes Claims Expenses	\$1,000,000
ii. Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
B. General Liability (includes Host Liquor Liability)	
i. Each Claim includes Claims Expenses	\$1,000,000
ii. Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
C. Fire/Water Damage Legal Liability from any one fire or Water Damage includes Claims Expenses	\$100,000
D. Medical Expense Payments	
i. Each Person	\$2,000
ii. Aggregate Limit of Liability	\$50,000
E. Policy Aggregate Limit of Liability includes Claims Expenses	\$3,000,000
Supplementary payments are in addition to these limits.	

<p>EVIDENCE HOLDER</p> <p>American Heart Association National Center 1100 East Campbell Road, Ste 100 Richardson, TX 75081</p>	<p>CANCELLATION</p> <p>SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	---

Customer #: 1369268



City Attorney's Communication #2015-586

February 12, 2015

TO: Michael Hohl, Assistant Chief

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney *MBL*

RE: Resolution and Agreement – TotalCaring Health, education & Staffing, Inc.

As requested in your e-mail of February 11, 2015, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TRAINING SITE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TOTALCARING HEALTH, EDUCATION & STAFFING, INC. TO PROVIDE SUPERVISION OF EMERGENCY ADVANCED CARDIAC LIFE SUPPORT TRAINING FOR POMPANO BEACH FIRE RESCUE; PROVIDING AN EFFECTIVE DATE.

Should you need further assistance please feel free to contact me.

Jill R. Mesojedec

JILL R. MESOJEDEC

/jrm
L:cor/fire/adm/2015-586

Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TRAINING SITE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND TOTALCARING HEALTH, EDUCATION & STAFFING, INC. TO PROVIDE SUPERVISION OF EMERGENCY ADVANCED CARDIAC LIFE SUPPORT TRAINING FOR POMPANO BEACH FIRE RESCUE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Training Site Agreement between the City of Pompano Beach and TotalCaring Health, Education & Staffing, Inc., for supervision of advanced cardiac life support training for Pompano Beach Fire Rescue, 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 TotalCaring Health, Education & Staffing, 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

**TRAINING SITE
AGREEMENT**

THIS AGREEMENT, entered into on the _____ day of _____, 2015,

by and between:

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "TS,"

and

TOTALCARING HEALTH, EDUCATION & STAFFING, INC., a Florida corporation, with offices located at 2021 Crown Drive, St. Augustine, Florida 32092, hereinafter referred to as "CTC,"

WHEREAS, the American Heart Association ("AHA") is a nonprofit organization dedicated to fighting heart disease and stroke and sets guidelines for emergency cardiovascular care ("ECC") and ECC training;

WHEREAS, TotalCaring Health, Education & Staffing, Inc. is a Certified Training Center ("CTC"), that provides and manages ECC training under the guidelines and curriculum of the AHA; and

WHEREAS, the City of Pompano Beach would like its Fire Department to be a Training Site ("TS") that provides ECC training under the same guidelines and curriculum of AHA under the supervision of the CTC.

NOW, THEREFORE, in consideration of the mutual promises set out herein, the parties hereby agree as follows:

1. DEFINITIONS:

- 1.1 **AHA Materials:** "AHA Materials" shall mean all ECC materials published by the AHA including, but not limited to, textbooks, instructors' manuals, tests, keys, evaluation forms, newsletters, course completion cards and course participation cards.
- 1.2 **Courses:** "Course" or "Courses" shall mean the approved ECC courses listed below in which course cards will be distributed.
- A. *Basic Life Support*
Provider Course(s)
Instructor Course(s)
 - B. *Advanced Cardiac Life Support*
Provider Course(s)
Instructor Course(s)
 - C. *Pediatric Advanced Life Support*
Provider Course(s)
Instructor Course(s)
- 1.3 **Course Cards:** "Course Cards" shall mean those cards bearing the AHA Service Marks and ECC logo that TS may distribute to students pursuant to Program Guidelines to indicate that the student participated in or successfully completed a course.
- 1.4 **Geographic Territory:** The "Geographic Territory" shall mean the State of Florida.
- 1.5 **Training Site:** "Training Site" shall mean persons or organizations engaged or authorized by CTC to teach courses and for whom CTC will process course rosters.
- 1.6 **Instructors:** "Instructors" shall mean persons engaged or authorized by CTC or TS to teach courses.
- 1.7 **Program Guidelines:** "Program Guidelines" shall mean the then current Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiac Care, and most recent version of CTC Program Administration Manual, as they may be amended and/or supplemented by the AHA from time to time. The Program Guidelines are incorporated herein by reference as if fully set forth at length.

2. RESPONSIBILITIES OF TRAINING SITE:

- 2.1 **Courses:** TS shall conduct courses only within geographic territory. TS shall ensure that all courses taught by TS and/or Instructors conform to requirements of AHA.
- 2.2 The TS will support the **Chain of Survival** initiatives in cooperation with the AHA in their region and/or community, within available resources as outlined in Program Guidelines.

2.3 Rosters & Course Completion Cards:

- 2.3.1 TS shall safeguard Course Cards from unauthorized distribution. It shall limit the distribution of course cards only to persons who are students of the TS and/or Instructors who have met the requirements for receipt of course cards in accordance with Program Guidelines. Only the approved TS Coordinator may receive course cards from the CTC. The approved TS Coordinator will be solely responsible for control and security of card issuance. This responsibility may not be assigned or transferred to any other organization or individual, including Training Sites or Instructors. TS shall insure that only the appropriate type of course card, as set out in the Program Guidelines, is issued to each student.
- 2.3.2 TS shall maintain rosters and records for all courses conducted by TS for at least 3 years after the date the course was conducted.
- 2.3.3 TS shall submit statistical data and/or reports to the CTC as required under the Program Guidelines.

3. REVIEWS:

The CTC may monitor and/or review the TS performance and compliance with Program guidelines and AHA curriculum at least once each year through a review of course records, site reviews, and course audits. This shall be in addition to the monitoring of Instructors as part of their review.

4. COSTS AND FEES:

- 4.1 TS shall compensate CTC for the cost of any course card provided to TS, which is utilized and distributed as part of the course, and for its administration of the card, including monitoring and review of the issuance of such card under the program guidelines. The current cost for a BLS card and administrative review is Four Dollars and 50/100 (\$4.50) per card and the cost for an ACLS or PALS card and all instructor cards is Six Dollars and 50/100 (\$6.50), which may be subject to future modification should costs increase upon written notice to TS.
- 4.2 All costs of providing courses, including course materials for students shall be the responsibility of the TS. The AHA or CTC shall not have any responsibility for any costs incurred, or fees charged by TS. The AHA is paid no fees by the CTC or TS or instructors, and the AHA has no financial interest in the business of the CTC or TS.

5. RELATIONSHIP OF PARTIES:

The parties acknowledge and agree that the relationship created by this agreement is that of independent contractors, each is an independent business entity, and such, neither party may represent itself as an employee, agent or representative of the other; nor may it incur any obligations on behalf of the other party; nor are the parties joint ventures or partners; nor does the relationship created under this agreement constitute a franchise.

6. TERM AND TERMINATION:

The term of this agreement shall be for a **one-year** period, beginning on the date of execution of this agreement. It may only be extended by mutual written agreement of the parties. Each party is free to decline to renew or extend the term of this agreement.

This agreement may be terminated by either party if the other party breaches any term or condition of the Agreement and fails to cure the breach within ten business days after receipt of written notice describing the breach. TS acknowledges and agrees that breach includes, but is not limited to, failure by TS to comply with program and/or curriculum guidelines, and that neither the CTC nor its affiliates or officers, employees volunteers or agents shall have any liability for any resulting termination under this agreement.

This agreement may also be terminated by either party, without cause, upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties to this Agreement 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 as to form 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

"TOTALCARING"

Witnesses:

TOTALCARING HEALTH, EDUCATION & STAFFING, INC., a Florida corporation

[Signature]
Signature

By: James L. Terry

Print Name: Vincent Monaco

Print Name: JAMES L. TERRY

[Signature]
Signature

Title: Vice-President

Print Name: Alex Semanyk

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 6th day of March, 2015 by James Terry, as vice president of TOTALCARING HEALTH, EDUCATION & STAFFING, INC., a Florida corporation, who is personally known to me or who has produced Florida drivers license (type of identification) as identification.

NOTARY'S SEAL:

Laurel Moseman
NOTARY PUBLIC, STATE OF FLORIDA



Laurel Moseman
Notary Public
State of Florida

Laurel Moseman
Name of Acknowledger Typed, Printed or Stamped

My Commission Expires 12/04/2018
Commission No. FF 181394

181394
Commission Number

GBL/jmm
3/4/15
l:agr/fire/2015-585

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 WORK AUTHORIZATION NO. 7 IN THE AMOUNT OF \$78,500.00 FOR ENGINEERING DESIGN SERVICES FOR FLOW METER REPLACEMENT PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MCCAFFERTY BRINSON CONSULTING, LLC FOR WATER AND RECLAIMED WATER TREATMENT PLANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Utilities Department intends on replacing a total of eleven (11) existing flow meters which are located both at the water and reuse water treatment plants which was approved in the 2015 CRP. It is a regulatory mandate that we have flow meters to ensure permit compliance and they must be certified for accuracy annually. Due to the advanced age of the meters, they require frequent calibration, and replacement parts are difficult to find and procure. The City intends on replacing these meters and exploring alternative installation configurations to improve accessibility by operation and maintenance personnel, improve meter accuracy, as well as facilitate future re-calibration and maintenance activities. This work order provides for engineering plans and specifications, permitting, and bidding services for the replacement of eleven (11) flow meters. In addition to this, to maximize the benefit of the field locates data required for meter replacements, our existing piping record drawings can then be verified and updated by Consultant into one comprehensive schematic.



Accomplishing this item supports achieving the following identified in the City's Strategic Plan: Superior Capacity, Goal 2.0, Initiative 2.2, "**Expand conservation efforts and other water efficiency efforts**" and Quality and Affordable Services, Goal 1.0, Objective 1.7.2 "**Increase reuse by 5% per year**".

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Utilities Department
- (2) Primary staff contact: A. Randolph Brown /John Sfiropoulos Ext 7044/7009
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$78,500 total from CIP 05-886 Water Treatment Plant Maintenance and CIP 05-887 Reclaimed Water Treatment Plant Maintenance

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities Director	<u>3/16/15</u>	APPROVE	
Attorney	<u>3/26/15</u>	APPROVE	
Finance	<u>3/24/15</u>	APPROVE	
Budget	<u>3-25-15</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-661

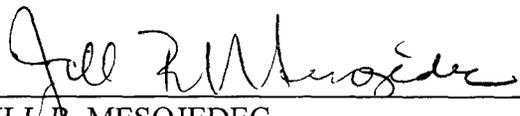
March 5, 2015

TO: John Sfiropoulos, P.E., Civil Engineer III
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney 
RE: McCafferty Brinson Consulting, LLC – Work Authorization No. 7

Pursuant to your memorandum dated March 5, 2015, Engineering Department Memorandum No. 15-92, 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 WORK AUTHORIZATION NO. 7 IN THE AMOUNT OF \$78,500.00 FOR ENGINEERING DESIGN SERVICES FOR FLOW METER REPLACEMENT PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MCCAFFERTY BRINSON CONSULTING, LLC FOR WATER AND RECLAIMED WATER TREATMENT PLANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

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



JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-661

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 WORK AUTHORIZATION NO. 7 IN THE AMOUNT OF \$78,500.00 FOR ENGINEERING DESIGN SERVICES FOR FLOW METER REPLACEMENT PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND MCCAFFERTY BRINSON CONSULTING, LLC 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 a work authorization between the City of Pompano Beach and McCafferty Brinson Consulting, LLC for engineering design services for flow meter replacement, 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 McCafferty Brinson Consulting, 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

Work Authorization No. 7
Contract for Consulting/Professional Services Between the
City of Pompano Beach and McCafferty Brinson Consulting, LLC
Flow Meter Replacement at Water Treatment Plant and Reclaimed Water
Treatment Plant

Scope of Work

I. Background and General Description of Services

The City of Pompano Beach owns and operates a 50 mgd capacity Water Treatment Plant (WTP) for production of drinking water for the City's customers, as well as a 7.5 mgd Reclaimed Water Treatment Plant (RWTP) which produces reclaimed wastewater for reuse irrigation. Both facilities utilize magnetic flow meters in various flow streams within the treatment processes. These flow meters require periodic re-calibration, maintenance, and/or repair, as well as replacement when the individual units reach their useful service lives. Most of the meters are currently in need of replacement. Due to the advanced age of the meters, they require frequent calibration, and replacement parts are difficult to find and procure. The City desires to replace these meters and explore alternative installation configurations to improve accessibility by operation and maintenance personnel, improve meter accuracy, as well as facilitate future re-calibration and maintenance activities. This scope of work is for engineering design services necessary to replace and upgrade the seven (7) large flow meters on the WTP site and the four (4) meters on the RWTP site. The meters to be replaced include the following:

Water Treatment Plant

1. Discharge High Service Pumps 1 through 4
2. Discharge High Service Pumps 5 and 6
3. Nanofiltration Concentrate
4. East Wellfield
5. West Wellfield
6. Plant Use Water
7. Nanofiltration Permeate

Reclaimed Water Treatment Plant

1. Plant Influent
2. Reclaimed Water Flow to Golf Course
3. Reclaimed Water to City
4. Reject Water

Design of the modifications to the meter installations will require field-location of certain underground piping on the WTP and RWTP sites during the design phase. This scope of work also includes coordination of these activities by

the Engineer. To maximize the benefit of the field location efforts, the City also desires that an updated overall yard piping record drawings for the WTP be produced by the Engineer during the design phase of the project. This scope of services also provides for the coordination of field-location of selected underground piping (field labor to be provided by City personnel), and production of an overall updated yard piping drawing of the WTP site.

II. Scope of Work

Task 1.0 – Kick-Off Meeting, Site Visit, and Review of Record Documents

CONSULTANT shall visit the water treatment plant and reclaimed water treatment plant sites and meet with City utility staff to confirm the scope of proposed improvements, discuss design options, and discuss any issues associated with maintenance of facility operations and coordination during completion of the work. CONSULTANT shall also review record drawings of the existing yard piping and flow meter installations, and confirm the configuration of the piping, pipe size and materials, etc.

Task 2.0 – Preliminary Design Memorandum

Following the kick-off meeting, site visit, and CONSULTANT's review of available record drawings and other related data provided by the City, CONSULTANT shall prepare a Preliminary Design Memorandum (PDM) for the proposed improvements. The PDM shall include the following:

- A description, schematics, and or drawing of each existing meter installation, including pipe sizes and materials, existing meter description and location.
- A summary of the applicable design criteria for each meter installation, including a description of the metered flow stream, any regulatory requirements applicable to the metered flow stream (e.g., flow reported on Monthly Operating Reports), maximum and minimum flow rates, minimum required upstream and downstream straight pipe lengths, required and expected meter accuracy, any SCADA requirements and related process-control functions of the meter, and recommended maintenance/by-pass design features.
- Preliminary design layouts, sizing, meter selections, etc. for each meter installation. For existing underground installations (in vaults), CONSULTANT shall present two alternative designs. The first alternative shall be replacement "in kind" of the existing meter in its existing location. The second alternative shall be replacement of the existing meter installation with an above-ground installation on a concrete pad to improve accessibility by operation and maintenance

personnel, improve meter accuracy, as well as facilitate future re-calibration and maintenance activities. CONSULTANT shall provide opinions of probable construction cost for each alternative and discuss the pros and cons of each alternative in the PDM.

- A discussion of any regulatory and permitting requirements applicable to the proposed improvements (including a list of design-phase permits required for the project).
- A discussion of the electrical and instrumentation and control design requirements relative to the proposed improvements.
- A preliminary opinion of construction cost for the proposed improvements for both alternative designs.
- A preliminary project implementation schedule for both alternative designs.
- A preliminary list of construction drawings and technical specifications for the improvements.

CONSULTANT shall prepare and submit five (5) hardcopies and one electronic (.pdf file) copy of the PDM. Following submittal of the PDM, CONSULTANT shall schedule a meeting with the City to review the memorandum and discuss any comments or questions from the City. Following this review and decisions made by the City based on the alternatives presented in the PDM, CONSULTANT shall proceed with the final design phase of the project (preparation of the Construction Drawings and Technical Specifications).

Task 3.0 – Construction Drawings

CONSULTANT shall prepare construction drawings of the proposed improvements which shall show the location, size, and spatial relationships between the existing piping and structures and the proposed modifications and improvements. The level of detail and information to be shown on the drawings shall be in conformance with generally accepted standards of the engineering and construction industries. Drawings shall be prepared using AutoCAD Release 2013. It is anticipated that the drawing set may include the following engineering disciplines:

- General
- Mechanical
- Electrical
- Instrumentation

Progress submittals of construction drawings will be submitted at the 50%, 90% and 100% complete stages of design development.

Task 4.0 – Technical Specifications

CONSULTANT shall prepare technical specifications for the proposed improvements. The technical specifications shall be based on the CSI 16-division, three-part MASTERFORMAT and consist of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applicable for this project. The level of detail and information to be included in the technical specifications shall be sufficient to allow competitive bidding of the project from qualified general contractors, and consistent with generally accepted standards of the engineering and construction industries. Progress submittals of technical specifications will be submitted at the 50%, 90% and 100% complete stages of design development.

Task 5.0 – Permitting

CONSULTANT shall prepare the necessary construction permit application for obtaining a Public Drinking Water Facility Construction Permit from the Broward County Health Department (BCCHD) which has been delegated authority for permitting water treatment plant modifications in Broward County. CONSULTANT shall prepare this application, with the assistance from the City with respect to historical data, and submit it to the BCHD with the necessary support documentation. The City shall issue a check for the permit application fee. This scope of work anticipates the preparation of up to two (2) responses to requests for additional information, as necessary to clarify the original application.

CONSULTANT will also provide certified sets of construction documents for submittal to the City of Pompano Beach Building Department.

Task 6.0 – Bidding Services

The CONSULTANT will assist the CITY in obtaining competitive bids from contractors. The CITY shall be responsible for setting the bid opening date, advertisement of the bid, producing and distributing bid documents, and scheduling the pre-bid meeting. The CONSULTANT will deliver to the CITY electronic copies of the Contract Documents for the CITY to post on the CITY's web site. The CONSULTANT will attend the pre-bid meeting with the CITY. The CONSULTANT shall prepare written responses to written questions from registered holders of bidding documents during the bid phase. CONSULTANT's responses shall be provided to the CITY Utility and Purchasing Departments. The CONSULTANT will prepare written addenda (up to two assumed) and will furnish for posting on the CITY's web site. After bids are received, the CITY will prepare a bid tabulation and the

CONSULTANT will assist the CITY in determining the lowest, responsive, responsible bidder and make a recommendation to the CITY on award of the contract.

Task 7.0 – Coordination of Field Locations of Underground Piping

Based on a review of the available record drawings, existing above-grade site conditions, and the proposed modifications to each flow meter installation, CONSULTANT will provide a list of pipes and locations for field locations (soft-digs). Following completion of the field locates, CONSULTANT shall develop the final design of each meter installation based on the information collected with the field locations.

Task 8.0 – Yard Piping Record Drawings

CONSULTANT shall develop an overall record drawing (CAD file) of the water treatment plant underground yard piping based on the following sources:

- Previous record drawing sets, including
 - 1959 Plant Yard Piping Plans
 - *Water Treatment Plant Improvements*, CH2M Hill, May 31, 1981
 - *10 mgd Membrane Softening Water Treatment Plant*, Hazen and Sawyer, June 2013
 - *Enclosure of Ammonia Bulk Storage Tanks, New Bulk Sodium Hypochlorite Feed System and Finished Water Yard Piping Improvements*, CDM, October 2009
- GIS files provided by the City
- Field locate data collected by the City during the design phase.

The overall yard piping drawing of the WTP site will be provided to the City as an AutoCAD file.

III. Assumptions and Assistance to be Provided by City

Services and/or materials to be provided by the City and other related key assumptions include:

1. The City will provide pdf record drawings of the projects listed under Task 8 as well as available GIS files for the water treatment plant site.
2. The City will be responsible for bid advertisement, distribution of bidding documents, and issuing addenda during the bidding phase.
3. The City will be responsible for all permit fees.

IV. Budget

Consultant shall perform the professional services provided herein for a not-to-exceed fee of \$78,500. Consultant will invoice City monthly. City shall provide a written Notice to Proceed. The basis for proposed compensation is presented in Exhibit A.

IV. Completion Time

The proposed schedule is based on days from issuance of a written Notice to Proceed (NTP) from the City.

Project Milestone	Duration (Days)	
	From Previous Task	From NTP
Project Kick-off Meeting	14	14
Preliminary Design Memorandum Submittal	45	59
50% Document Submittal	60	119
90% Submittal*	60	179
100% Submittal*	60	239
Bid Set Submittal*	14	153
Record Yard Piping Drawing		153

*Preliminary schedule assumes comments on previous progress submittal are received within 30 days of the submittal date.

Exhibit A
City of Pompano Beach
Work Authorization No. 7
Flow Meter Replacement at Water Treatment Plant and Reclaimed Water Treatment Plant
Engineering Budget Estimate

Task Description	Principal Engineer \$150 per hour		Staff Engineer \$80 per hour		Clerical \$45 per hour		Total Labor		Reimbursables	Total Budget
	hours	budget	hours	budget	hours	budget	hours	budget		
1.0 Kick-off Meeting, Site Visit, and Review of Record Documents	12	\$1,800	16	\$1,280	0	\$0	28	\$3,080	\$0	\$3,080
2.0 Preliminary Design Memorandum										
a. Preparation of PDM	20	\$3,000	60	\$4,800	0	\$0	80	\$7,800	\$0	\$7,800
b. Review meeting	4	\$600	8	\$640	0	\$0	12	\$1,240	\$0	\$1,240
3.0 Construction Drawings	50	\$7,500	80	\$6,400	0	\$0	130	\$13,900	\$0	\$13,900
4.0 Technical Specifications	30	\$4,500	40	\$3,200	20	\$900	90	\$8,600	\$0	\$8,600
5.0 Permitting	4	\$600	16	\$1,280	6	\$270	26	\$2,150	\$0	\$2,150
6.0 Bidding Services	8	\$1,200	16	\$1,280	8	\$360	32	\$2,840	\$0	\$2,840
7.0 Coordination of Field Locations of Underground Piping	8	\$1,200	16	\$1,280	0	\$0	24	\$2,480	\$0	\$2,480
8.0 Yard Piping Record Drawings	30	\$4,500	40	\$3,200	0	\$0	70	\$7,700	\$0	\$7,700
Total Labor and Expenses:	166	\$24,900	292	\$23,360	34	\$1,530	492	\$49,790	\$0	\$49,790

Subconsultants

Scope Description	Raw	Markup		
Electrical, Instrumentation and Controls (Hillers Electrical Engineers):	\$ 25,000	x	1.15	= <u>\$28,750</u>

TOTAL LUMP SUM FEE, USE: \$78,500

"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

I. 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

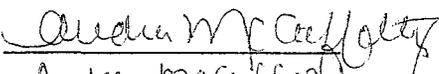
"CONSULTANT":

Witnesses:

McCafferty Brinson Consulting, LLC
CONSULTANT Name


Chris CUS


Signature

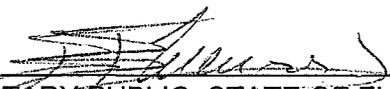

Andrea McCafferty

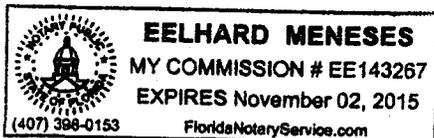
Frank A. Brinson, Vice President
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3rd day of MARCH, 2015 by FRANK BRINSON, as Vice-President of McCAFFERTY BRINSON CONSULTING, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA



EELHARD MENESES
(Name of Acknowledger Typed, Printed or Stamped)

EE 143267
Commission Number

Meeting Date: April 14, 2015

Agenda Item

5

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, approving and authorizing the proper city officials to execute a service contract between the City of Pompano Beach and Pyrotecnico Fireworks, Inc. for a 4th of July Fireworks Display.

Fiscal Impact: Fireworks Display \$36,750 – Special Events Account (001-9910-599-82-06)

Summary of Purpose and Why:

Service Contract between the City of Pompano Beach and Pyrotecnico of Florida, LLC for the 2015 Fourth of July Fireworks Display. The fireworks display will take place from the city's fishing pier at 9 p.m. on July 4th with a rain date of July 5. The cost of the fireworks display is \$36,750.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Program Administrator Ext. 4191
- (3) Expiration of contract, if applicable: Term: July 2 – July 5, 2015
- (4) Fiscal impact and source of funding: Special Events Funding Account 001-9910-599-82-06 - \$36,750.00

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>3-25-15</u>	<u>Approve</u>	<u><i>Mark Beaudreau</i></u>
City Attorney	<u>3/26/15</u>	<u>—</u>	<u><i>Mark Beaudreau</i></u>
Risk Management	<u>3-29-15</u>	<u>Approve</u>	<u><i>E. Boed</i></u>

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 14-A066

DATE: March 24, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Agenda Item – Service Contract with Pyrotecnico of Florida, LLC
4th of July Fireworks Display

Please place the attached Service Contract between the City and Pyrotecnico Fireworks, Inc. on the April 14, City Commission Agenda. The Service Contract is for the 4th of July Fireworks Display to be held on July 4th at the City's Municipal Pier. The price of the fireworks show is \$35,750, the show will start at 9 p.m. and last approximately 20 minutes. The Parks, Recreation & Cultural Arts Department contracted with the same contractor last year for the 4th of July Fireworks Display and would like to continue with their services for the 2015 fireworks display. The contractor has a proven performance record along with references. The Parks, Recreation & Cultural Arts Department recommends the City move forward with entering into the Service Contract for the 2015 Fireworks Display.

If you have any questions or need additional information please call me at 954-786-4191.

afh



City Attorney's Communication #2015-748

March 23, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Service Contract for a 4th of July Fireworks Display

As requested in your e-mail dated March 23, 2015, the following form of resolution, relative to the above-referenced matter, has been revised 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 PYROTECNICO FIREWORKS, INC. FOR A 4TH OF JULY FIREWORKS DISPLAY; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

/jrm
l:cor/recr/2015-748

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 PYROTECNICO FIREWORKS, INC. FOR A 4TH OF JULY FIREWORKS DISPLAY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Service Contract between the City of Pompano Beach and Pyrotecnico Fireworks, Inc. for a 4th of July Fireworks Display, 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 Service Contract between the City of Pompano Beach and Pyrotecnico Fireworks, 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

Fireworks Display – July 4, 2015

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as “City” and PYROTECNICO FIREWORKS, INC., a Pennsylvania Corporation registered to do business in the State of Florida, 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; Exhibit “B” Insurance Requirements.

2. Purpose. City hereby contracts with Contractor to provide a Fireworks Display from the City’s fishing pier at 9 p.m. on Saturday, July 4, 2015, upon the terms and conditions herein set forth. Set-up shall begin on Thursday, July 2, 2015 and continue through Saturday, July 4, 2015. The Fireworks Display will take place at 9 p.m. on Saturday, July 4, 2015, for a period of approximately 20 minutes. The clean-up and removal of all major debris will be completed by 2 a.m. on Sunday, July 5, 2015.

3. Rain Date. In the event of rain or other inclement weather that makes the performance of this contract on July 4 untenable, the parties agree that the Fireworks Display shall be rescheduled for the designated “Rain Date” of Sunday, July 5, 2015, with corresponding time periods for set up and clean up as provided for above in Paragraph 2. In the event that weather continues to prevent performance of the Fireworks Display on Sunday, July 5, 2015, the parties will mutually agree upon a date for the Fireworks Display on or before Wednesday, July 8, 2015, with corresponding time periods for set-up and clean-up as provided for in Paragraph 2.

4. Time Of The Essence. Time is of the essence in the performance of all commitments under this Contract and shall not be extended because of unwarranted delays caused by the Contractor.

5. 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.

6. Term of Contract. The term of this Agreement shall be July 2 – July 5, 2015. Contractor shall commence set-up for Fireworks Display on Thursday, July 2, Fireworks Display 9 p.m. on Saturday, July 4. Services will be completed upon execution of Fireworks Display for the City and continue until clean-up is completed at 2 a.m. on July 5 unless a Rain Date is necessary, in which case the contract term shall be extended accordingly. The City will provide

two (2) golf carts, trailers, and personnel to shuttle equipment for set-up of display material and equipment.

7. 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 the 2016 fireworks display. City will provide notification within sixty (60) days of July 5, 2015.

8. 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.

9. 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 \$36,750.00 – Payment due fifteen (15) days after completion of the Fireworks Display.

10. Invoices. Contractor shall submit the invoices to City's Parks, Recreation and Cultural Arts Department, 1801 NE 6 Street, Pompano Beach, FL 33060 within five (5) days of the event.

11. 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 ten (10) days of submittal.

12. Default and Disputed Work.

A. If either party believes in good faith that the other is in default of this Agreement, the party shall provide in a written notice to the other a clear and reasonable explanation as to the alleged default and the requested remedy of said default. Said written notice shall be provided in accordance with Section 13, below.

B. If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days from the date of the request to cure said default.

C. If the party receiving written notice of default provided written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days, the parties shall agree meet in an effort to reach an amicable resolution. If none can be reached, the parties shall agree upon a third party mediator to whom the facts of the dispute shall be presented and who shall make a determination as to the dispute.

13. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below. 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:

If to Contractor: Pyrotecnico Fireworks, Inc.
Christopher Liberatore
P.O. Box 149
New Castle, PA 16103

If to City: City of Pompano Beach
Recreation Program Administrator
Mark Beaudreau
1801 NE 6 Street
Pompano Beach, Florida 33060

14. 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.

15. Termination/Cancellation.

A. If City cancels this contract without cause, liquidated damages for such cancellation shall be paid by City to Contractor as follows:

1. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the contract price;

2. In the event that the Fireworks display is cancelled less than 30 days before the date scheduled for the Fireworks Display, seventy-five percent (75%) of the contract price.

B. In the event the City chooses to terminate this contract as provided for in Section 15.A above, it shall do so by written notice via certified mail address to: Pyrotecnico, PO Box 149, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Contractor.

C. In the event of inclement weather or of any of the circumstances provided for in Paragraph 16 below which prevent the performance of the Fireworks Display on July 4 or on any Rain Date and which occur within seven (7) days of the scheduled event or Rain Dates, Contractor shall be entitled to twenty-five (25%) of the amount of the contract price. In the event of any such circumstances prior to seven (7) days before the scheduled event, the parties hereto release one another from any and all obligations and responsibilities contained herein. .

16. 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.

17. Insurance. Contractor shall not begin any work until Contractor has obtained the required 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.

18. 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. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 here in 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.

"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

“CONTRACTOR”:

Witnesses:

PYROTECNICO FIREWORKS, INC.
a Foreign Profit Corporation

[Signature]

By: Lynn Ann Hamed

Print Name: LYNN ANN HAMED

Title: CORP SECY.

[Signature]

Business License No. _____

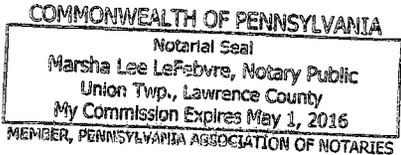
STATE OF ~~FLORIDA~~ Pennsylvania
COUNTY OF York

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Lynn Ann Hamed as Corp Secy of PYROTECNICO FIREWORKS, INC., a Foreign Profit Corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Marsha Lee Lefebvre
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Pennsylvania

MARSHA Lee Lefebvre
(Name of Acknowledger Typed, Printed or Stamped)



1341759
Commission Number

**EXHIBIT A
SCOPE OF WORK**

**Fireworks Display – July 4, 2015 – 9 p.m.
(Rain Date: July 5, 2015 – 9 p.m.)
City of Pompano Beach Fishing Pier**

The Fireworks Display presentation includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Pyrotecnico trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by Pyrotecnico commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes Pyrotecnico's own American products.

Opening Presentation:

- The Opening Presentation will start display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.
- 40 3-inch Titanium Salute Shells
12 4-inch Assorted Color Changing Star Shells
10 5-inch Assorted Color Changing Star Shells
62 total Opening Shells

Body:

- The majority of the display will be fired during the Body Presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, and Blue. Amazing effects such as Crossettes, Twitter Glittering, Rings, and color changing chrysanthemums will be mixed in to illuminate the skies!
- 90 2.5-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of two, three, five or ten shells per flight
120 3-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of two, three, five or ten shells per flight
420 4-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of two, three or six shells per flight
145 5-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of two, three or five shells per flight.

775 Total Body Shells

Special Effect Barrages:

- Special effect barrages will enhance the display in ways you haven't seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.
- 10 49 Shot Assorted Angled Barrages
5 49 Shot Assorted Straight Barrages
8 100 Shot Assorted Angled Barrages
5 100 Shot Assorted Straight Barrages
3 130 Shot Assorted Angled Barrages
3 240 Shot Assorted Angled Barrages
3 300 Shot Assorted Angled Barrages
4,045 Total Barrage Shots

Grand Finale Presentation:

- The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of the display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!
- 3 2-inch 36 Shot Finale Barrages (108)
260 3-inch Assorted Color Star Shells
120 3-inch Titanium Salutes
48 4-inch Assorted Color Star Shells
30 5-inch Assorted Color Star Shells
566 Total Finale Shells

Pyrotecnico
Vitale Family Fireworks
Christopher Liberatore
Show Producer
954-657-8403 – office
954-401-2677 – cell
ciberatore@pyrotecnico.com

**EXHIBIT B
STANDARDIZED INSURANCE REQUIREMENTS
OF THE CITY OF POMPAÑO BEACH**

Insurance

The vendor/contractor shall not commence operations, labor, construction and/or installation of improvements to complete this project until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Management Division.

The following insurance coverage shall be required.

- A. Workers' Compensation Insurance for all its employees in accordance with the requirements of Florida Statute, Chapter 440. 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. Public/General Liability & Auto Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured in connection with the work being done under this contract.

 - 2) The types of insurance and minimum policy limits that are required are indicated by "XXXX" below.

LIMITS OF LIABILITY

Type of Insurance	Each occurrence	aggregate
PUBLIC/GENERAL LIABILITY		
XXXX Comprehensive Form		
XXXX Premises - operations	Bodily Injury \$1,000,000.	\$5,000,000.
XXXX Explosion & collapse hazard	Property Damage \$1,000,000.	\$5,000,000.
XXXX Underground hazard	-- or --	
XXXX Products (if items are sold)	Bodily Injury and	
XXXX Contractual insurance	Property Damage	
XXXX Liquor legal (if items are sold)	Combined..... \$1,000,000.	\$5,000,000.
XXXX Independent contractors		
XXXX Personal injury	Personal Injury \$1,000,000.	\$5,000,000.

AUTOMOBILE LIABILITY

XXXX	Comprehensive Form	Bodily Injury (each person/ each accident)	\$1,000,000.	\$4,000,000.
XXXX	Owned	Property Damage	\$1,000,000.	\$4,000,000.
XXXX	Hired	-- or -- Bodily Injury and		
XXXX	Non-owned	Property Damage combined	\$1,000,000.	\$4,000,000.

EXCESS LIABILITY

XXXX	Umbrella form	Bodily injury and Property damage		
XXXX	other than umbrella	Combined	\$5,000,000.	\$5,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Firm shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, P.O. Box 1300, Pompano Beach, Florida, 33061.



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A053

DATE: March 24, 2015

TO: Dennis W. Beach, City Manager

FROM: Mark A. Beaudreau, Recreation Programs Administrator

SUBJECT: Agenda Item – Lease Agreement DJP Concessions Inc.

Please place the attached resolution on the March 10, City Commission Agenda. The agreement is for DJP Concessions Inc. to operate two concessions at Community Park (baseball & softball complexes). The agreement is for a three year term, with a two one-year renewal option provided both parties agree. The City will receive 7% of gross food sales and 10% of gross alcoholic sales, or a minimum of \$200 per month, whichever is greater.

If you have any questions or require additional information, please call me at 954-786-4191.

MB/afh

cc: Jonathan Nasser, Interim Recreation Manager



City Attorney's Communication #2015-578
February 27, 2015

TO: Jonathan Nasser, Interim Recreation Manager
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution/Agreement with DJP Concessions 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 DJP CONCESSIONS INC. TO OPERATE TWO CONCESSIONS AT COMMUNITY PARK; PROVIDING AN EFFECTIVE DATE.

FAWN POWERS

L:\cor\recr\2015-578f
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 LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND DJP CONCESSIONS INC. TO OPERATE TWO CONCESSIONS AT COMMUNITY PARK; 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 DJP Concessions Inc., to operate two concessions at Community Park, 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 DJP Concessions 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

2/27/15

l:reso/2015-222f

City of Pompano Beach

LICENSE AGREEMENT

with

DJP Concessions Inc.

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Representations	1
2	Non-Assignability and Subcontracting	3
3	Term and Renewal	3
4	Responsibilities of LICENSEE	3
5	Responsibilities of CITY	6
6	Compensation and Method of Payment	7
7	Accounting and Recordkeeping Procedures	7
8	City's Right to Authorize Use of the Concessions	8
9	LICENSEE's Indemnification of CITY	8
10	Insurance	9
11	Independent Contractor	9
12	Default and Dispute Resolution	9
13	Annual Performance Goals and Evaluation	10
14	Termination	10
15	Equal Opportunity Employment	10
16	Public Entity Crimes Act	10
17	Notices and Demands	10
18	Governing Law and Venue	11
19	Contract Administrator	11
20	No Contingent Fee	12

TABLE OF CONTENTS, cont.

<u>Article</u>	<u>Title</u>	<u>Page</u>
21	Attorney's Fees	12
22	Force Majeure	12
23	Waiver and Modification	13
24	Relationship between the Parties	13
25	Miscellaneous Terms and Conditions	13
26	Severability	13
27	Approvals	13
28	Absence of Conflicts of Interest	14
29	Binding Effect	14
30	No Waiver of Sovereign Immunity	14
31	License not Lease	14
32	Entire Agreement and Interpretation	14

INDEX OF EXHIBITS

Exhibit

- A Request for Proposals T-59-13
- B Licensee's Response to Request for Proposal T-59-13
- C Fee Schedule
- D Procedures and Policies for Sale of Alcoholic Beverages
- E Accounting Methods and Procedures
- F Release for Background Checks
- G Insurance Requirements

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”), entered into this _____ day of _____, 2012, by and between:

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida (hereinafter “CITY”),

and

DJP CONCESSIONS INC., a Florida profit corporation dba as Grand Slams Sports Concessions, Inc. (hereinafter “LICENSEE”).

WHEREAS, the CITY issued Request for Proposals T-59-13 (Exhibit A) for LICENSEE Services for Community Park Softball and Baseball Complexes located at 1300 NE 10th Street and 1701 NE 8th Street in Pompano Beach, Florida (“Community Park”); and

WHEREAS, in response to RFP T-59-13, the CITY received LICENSEE’s Proposal, a copy of which is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, in accordance with the terms and conditions set forth herein, LICENSEE is able and prepared to provide the merchandise, services and insurance described in this Agreement; 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 DJP Concessions Inc.** LICENSEE makes the following representations to CITY which CITY relies upon in entering into this Agreement.

1. DJP Concessions 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. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause DJP Concessions 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 DJP Concessions 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 DJP Concessions 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 professional services furnished by LICENSEE and its employees, subcontractors or other agents under this Agreement will be the skill and care used by other professional concessionaires currently practicing under similar circumstances in the same locality.

7. CITY shall be entitled to rely upon the professional 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 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 LICENSEE at Community Park for a term of three (3) years, commencing April 15, 2015, and ending April 14, 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 operate the two concessions at Community Park in accordance with this Agreement. Specifically, LICENSEE shall, at all times, perform its obligations hereunder in a professional manner and also develop and adhere to written protocols to ensure public resources are properly tracked and appropriated. LICENSEE shall exercise its reasonable judgment in discharging its duties hereunder.

LICENSEE shall perform the duties set forth below at Community Park, including such other duties as the CITY may, from time to time, require.

1. LICENSEE shall plan, coordinate and direct the overall operations of the two concessions at Community Park, including supervising all LICENSEE's employees.

2. LICENSEE shall be responsible for the general cleanliness of the concessions, which includes coordinating daily collection of debris from the aforesaid areas prior to opening them to the public and from time to time throughout the day as conditions require to maintain a state of cleanliness.

3. At LICENSEE's sole risk and expense, LICENSEE shall manage and maintain an inventory of merchandise for public sale at the concessions located at Community Park.

4. 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 merchandise sales under this Agreement.

5. LICENSEE shall utilize the concessions 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 concessions to be used for any purpose, business, activity, use or function to which the CITY objects, including gambling.

7. LICENSEE is responsible for hiring and managing its own staff to operate the concessions at Community Park during regular hours of operation. LICENSEE's staff shall be a minimum of eighteen years old, under LICENSEE's exclusive direction and control and not deemed employees or agents of the CITY.

8. LICENSEE shall be solely responsible for compensating its employees 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.

9. LICENSEE shall promptly respond to complaints about its employees from the CITY and patrons of Community Park and timely take appropriate disciplinary action as warranted by the circumstances.

10. LICENSEE shall immediately inform the CITY's Recreation Program Administrator of any repairs or maintenance necessary to keep all concession areas in good and safe condition.

11. 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 under this Agreement. Proof of such licenses, approvals and sales tax payments shall be submitted to the CITY's Recreation Programs Administrator upon request.

12. 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.

13. LICENSEE shall record all sales under this Agreement as stated in Exhibit E.

14. LICENSEE shall give CITY prompt written notice of any accidents occurring at the concession areas of Community Park in which damage to property or injury to a person occurs.

15. LICENSEE shall ensure the concessions are open and properly staffed and stocked during all scheduled activities. LICENSEE shall not be required to operate the concessions unless CITY has provided LICENSEE a minimum of 24 hours advance notice of any change in the monthly schedule on activities.

16. LICENSEE shall not operate concessions from any trailer or truck and shall only staff, stock and operate from the two concession stands at Community Park.

17. LICENSEE shall accept in "as is" condition the concession areas and City-owned equipment at Community Park that includes two refrigerators, two freezers and two ice machines. Any additional equipment desired by the LICENSEE shall be acquired and installed at LICENSEE's sole expense. In addition, if any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment or concession areas, such as electrical upgrades or installation of drains, LICENSEE shall be required to make these improvements at its sole expense.

18. During the contract term, unless it is financially infeasible as determined by CITY, LICENSEE shall be financially responsible for any repairs to the CITY-owned equipment. At end of the contract term, LICENSEE is responsible to return said equipment in full, functioning and presentable condition.

19. LICENSEE shall not make any improvements, additions or repairs to the concession areas without prior written approval from the CITY's Recreation Programs Administrator. If modification or revisions are made, LICENSEE agrees to return the area to the original working condition at its own expense at the end of contract if CITY so requests.

20. LICENSEE may advertise and install signage to promote the sale of its merchandise provided all signs and advertisements comply with all applicable laws, ordinances and regulations. Any permit fees required shall be at LICENSEE's expense.

21. LICENSEE and its employees shall provide courteous and professional customer service during the term of this Agreement.

22. LICENSEE shall dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.

23. LICENSEE shall meet all Health Department regulations and other applicable laws and regulations.

24. LICENSEE shall secure and insure the concession stands against vandalism. CITY shall not be held responsible for repairs due to vandalism.

25. LICENSEE is only authorized to sell the merchandise listed in Exhibit C (e.g. foods, beverages, miscellaneous "snack bar" and "healthy choice" items, beer and wine and miscellaneous sports equipment) and at the price(s) listed thereon. LICENSEE must obtain written permission from the CITY's Recreation Programs Administrator prior to instituting any changes in merchandise or price and the new Exhibit C must be signed by both parties and maintained in accordance with the recordkeeping procedures set forth in Article 7 herein. In addition, LICENSEE's sale of alcoholic beverages shall be in accordance with the Procedures and Policies for Sale of Alcoholic Beverages attached hereto and made a part hereof as Exhibit D.

26. All merchandise sold at the concessions shall be top quality, wholesome, pure, in conformance with all federal, state, and municipal laws, ordinances, and regulations, and subject to approval or rejection by the City's Recreation Program Administrator.

27. LICENSEE's merchandise menu and prices shall, at all times, be posted at the concessions in plain view of patrons waiting for service.

28. Only non-glass items shall be used for beverages and food. No styrofoam materials only paper or plastic items shall be used.

29. LICENSEE shall provide ice from the ice machines at the concession areas to CITY staff upon request.

30. LICENSEE shall not sell tobacco products or shelled peanuts at Community Park.

ARTICLE 5 RESPONSIBILITIES OF CITY

A. CITY is responsible to maintain the building systems of the concession areas (Eg. plumbing, electrical, painting, ceilings, walls, floors, roof, etc.) and also provide regular extermination services.

C. LICENSEE shall make available at reasonable time for CITY's examination all such financial records, supporting documents, statistical records and any other documents, including federal tax returns and state sales tax returns. If such examination or audit discloses a liability of fees, LICENSEE shall promptly pay the amount due. If such liability exceeds three percent (3%) of the fees, LICENSEE shall pay CITY the amount due and also pay for the cost of the CITY's audit within 10 calendar days.

D. Incomplete and incorrect entries in LICENSEE's records will be grounds for the CITY's allowance of any fees based upon such entries as well as termination of this Agreement.

E. LICENSEE and the CITY's Recreation Manager shall keep a record of all transactions, monies received and expenses paid under this Agreement in accordance with the procedures set forth in Exhibit E. The detailed and summary reports shall be produced and maintained for a minimum of five (5) years or as otherwise required by applicable law(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes.

F. All sources of revenue shall be recorded through the mutually agreed upon accounting procedures set forth in Exhibit E. In order to provide for full accountability over sales, the full amount of the sale shall be recorded.

G. At least one week prior to any employee or agent of LICENSEE providing services under this Agreement, LICENSEE shall provide the CITY's Contract Administrator a completed and fully-executed Release (Exhibit F) on all such persons so that CITY, at its sole cost, can conduct the background checks required hereunder. No employee or agent of LICENSEE is authorized to provide services under this Agreement until the CITY has provided its written approval of such person(s).

ARTICLE 8 CITY'S RIGHT TO AUTHORIZE USE OF THE CONCESSIONS

The CITY, through its Recreation Programs Administrator, reserves the right to authorize use of the concessions for special group functions upon 45 days written notice to LICENSEE.

ARTICLE 9 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 Community Park.

B. LICENSEE shall be solely responsible for insuring all merchandise at the concessions 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 concessions 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 concessions.

ARTICLE 10 INSURANCE

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth on the standardized insurance form attached as Exhibit G.

ARTICLE 11 INDEPENDENT CONTRACTOR

Both CITY and LICENSEE agree that LICENSEE is an independent contractor and not a CITY employee.

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 to the other in accordance with Article 17 herein.

C. If the party receiving written notice of default provides written notice denying same within ten (10) calendar day of receipt or the alleged default has not been remedied within ten (10) calendar days after written notice of same 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 forty-five (45) day advance written notice provision set forth in Article 14 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 13
ANNUAL PERFORMANCE GOALS AND EVALUATION**

The CITY's Recreation Programs Administrator shall annually review and evaluate LICENSEE's performance under this Agreement. The review and evaluation shall be based on performance criteria based upon the scope of services described in Article 4 herein. 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 14
TERMINATION**

CITY may terminate this Agreement, in whole or in part, for convenience, cause, default or negligence upon forty-five (45) days advance written notice to LICENSEE in accordance with Article 17 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 17 herein.

In the event of termination, CITY shall compensate LICENSEE for all merchandise sold through the termination date under the payment terms set forth herein. If any service hereunder is in progress but not completed as of the date of termination, then upon the CITY's written approval, this Agreement may be extended until said services are completed and accepted by CITY.

**ARTICLE 15
EQUAL OPPORTUNITY EMPLOYMENT**

LICENSEE agrees not to discriminate against any of LICENSEE's or the CITY's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

**ARTICLE 16
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 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
City of Pompano Beach
P.O. Drawer 1300
Pompano Beach, Florida 33061
dennis.beach@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

Recreation Program Administrator
City of Pompano Beach
1801 NE 6th Street
Pompano Beach, Florida 33060
mark.beaudreau@copbfl.com
(954) 786-4191 office
(954) 86-4113 fax

For LICENSEE:

Donna Pushinsky – President
DJP Concessions Inc. dba Grand Slam Sports Concessions Inc.
1100 NE 4th Street
Pompano Beach, FL 33060
Donbri316@aol.com
(954) 590-8342 phone

**ARTICLE 18
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 19
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.

Unless otherwise provided for in writing by Donna Pushinski shall serve as LICENSEE's Contract Administrator during the performance of services under this Agreement.

**ARTICLE 20
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 the CITY's sole discretion, to deduct from the contract price, or otherwise 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 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 23
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 24
RELATIONSHIP BETWEEN THE PARTIES**

LICENSEE, particularly Donna Pushinsky, is being contracted by CITY for the purposes and to the extent set forth in this Agreement. Donna Pushinsky shall be free to dispose of such other portion of her time, energy and skill as does not interfere with her obligations hereunder.

**ARTICLE 25
MISCELLANEOUS TERMS AND CONDITIONS**

A. LICENSEE may not make changes to any permanent fixtures at the two Community Park Concession stands without prior written approval from the CITY's Recreation Program Administrator. Upon written approval of the CITY and receipt of all necessary and proper permits, LICENSEE may install permanent fixtures in the concessions at its sole expense.

B. In case there is conflict between the terms of RFP T-59-13, LICENSEE's Response to RFP T-59-13, and this Agreement, the terms of this Agreement shall prevail.

**ARTICLE 26
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 27
APPROVALS**

Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

**ARTICLE 28
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 29
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

**ARTICLE 30
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by CITY.

**ARTICLE 31
LICENSE NOT LEASE**

Both parties acknowledge and agree this license shall not be deemed a lease of the concessions at Community Park but rather a license granted to LICENSEE by CITY.

**ARTICLE 32
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:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

[Signature]
SCOTT R MOORE

[Signature]
Jonathan Nassel

DJP CONCESSIONS, INC., a Florida corporation

By: [Signature]
Donna Pushinsky, President

STATE OF FLORIDA
COUNTY OF BROWARD

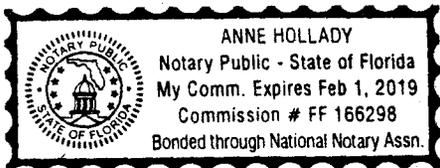
The foregoing instrument was acknowledged before me this 24 day of March, 2015, by Donna Pushinsky, President of DJP Concessions Inc., a Florida corporation. She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number



3/12/15
l:agr/recr/2015-194f

**Exhibit A
Request for Proposals
T-59-13**



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-59-13**

**CONCESSIONAIRE SERVICES FOR COMMUNITY PARK
SOFTBALL AND BASEBALL COMPLEXES**

**RFP OPENING: OCTOBER 28, 2013, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

Introduction

The City of Pompano Beach, Florida seeks to obtain the services of a qualified company to provide valued and affordable concession services to the visitors and residents of the City of Pompano Beach. Services will be required at Community Park, Softball and Baseball complexes. This is a non-exclusive contract for City sponsored sports and cultural arts functions in which the company will receive a monthly schedule informing them of said events and/or activities. Services for special events or activities may include other vendors.

The Parks Recreation and Cultural Arts Department is seeking proposals from Concessionaires to provide a percentage against gross sales or minimum amount per month, whichever is greater payable to the City of Pompano Beach, on a monthly basis to manage and operate concessions at the outdoor parks as needed for vending, food, and beverages to the public. One (1) concessionaire will be awarded the contract.

1. Scope of Services

Concession Operations:

- a) Concessionaire shall use concession stands only provided by the City; Trailers/Trucks will not be permitted in any of the City Parks.
- b) Concessionaire will accept the concession areas and City owned equipment, as is, the City will not make any improvements or additions.
- c) Concessionaire shall not make any improvements, additions or repairs without prior written approval from the City.
- d) If modification or revisions are made, the concessionaire agrees to return the area to original working condition at own expense at end of contract if City requests, or agrees to forfeit deposit.
- e) Concessionaire shall accept the City owned refrigerators and ice machines as is. During the contract term, Concessionaire will be financially responsible for any repairs to the said equipment.
- f) At end of contract term, Concessionaire is financially responsible to return said equipment in full, functioning, and presentable condition or risk forfeiture of deposit.
- g) Any additional equipment or replacement equipment desired by the Concessionaire will be acquired and installed at the Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the concessionaire in their operations, for example electrical upgrades or drains installed, Concessionaire shall be required to make these improvements at their sole expense.
- h) The Concessionaire will provide signage to be approved by the City prior to installation. Any permit fees required will be at the Concessionaire's expense.

- i) Concessionaire shall ensure that concession stand is staffed at all times with sufficient qualified personnel in order to handle patron demand.
- j) Concessionaire shall provide consistent hours of operation.
- k) Concessionaire is to provide courteous and professional customer service.
- l) Concessionaire is to provide regular extermination services, no less than monthly, and as needed; and keep records of service readily available to the City.
- m) Concessionaire is to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.
- n) Concessionaire shall meet all Health Department regulations and other applicable laws and regulations.
- o) Concessionaire to provide Property and Liability insurance (certificates of required insurance will be requested prior to commencement of operation of the concession stands).
- p) Concessionaire is to secure and insure the concession stands against vandalism. The City shall not be held responsible for repairs due to vandalism.
- q) Concessionaire is only authorized for the term of this contract to sell foods, beverages, and miscellaneous "snack bar" type items. All foods, beverages, and confectionary refreshments shall be of first quality. The items must be wholesome, pure, must conform to all Federal, State, and Municipal Laws, Ordinances, and Regulations, and must be kept subject to the approval or rejection of the Recreation Administrator or his Designee.
- r) Concessionaire must also sell healthy choices for the health conscious patron. Vendor must provide a list of products that will potentially be sold in the concession stands.
- s) Menu items and prices must be approved by City prior to sale. Agreed upon menu and prices must remain posted at all concessions in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall remain constant unless a request is made in writing providing reasons for a product change.
- t) Only non-glass items must be used for beverages and food. No Styrofoam materials only paper or plastic items shall be used.
- u) Concessionaire must provide bags and ice as needed for program participant injuries.

- v) Alcoholic Beverages may be sold with approval from the Recreation Administrator or his designee at the Four Fields Softball Complex and Baseball Complex. The Concessionaire agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Concessionaire. Appropriate licenses or proof that preliminary paperwork to secure license must be submitted with this proposal. The Concessionaire must comply with all City, County, State and Federal rules, regulations and laws, as related to alcohol sales and distribution, as may be amended from time to time. Alcoholic sales will be limited to products covered under 2COP license type. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any area of the facility, shall be at the sole discretion of the City. The decision to serve or refuse service of Alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire.
- w) Tobacco products will not be allowed for sale.
- x) Un-shelled peanuts will not be allowed for sale.
- y) Chewing gum will not be allowed for sale.

Locations:

- a) Four Fields Softball Complex:1300 NE 10th Street, Pompano Bch, FL 33060
 - Minimum hours of operation are Monday through Friday 5:00pm to 10:00pm year round; and weekends as designated by rentals, tournaments and recreational activities.
 - Estimated 200 patrons per night.
- b) Baseball Complex:1701 NE 8th Street, Pompano Bch, FL 33060
 - Minimum hours of operation are Monday through Friday 5:00pm to 10:00pm year round; and weekends as designated by rentals, tournaments and recreational activities.
 - Estimated 100 patrons per night

2. Revenue Proposal

Concessionaire is to provide a percentage against gross sales, or minimum amount per month, whichever is greater payable to the City of Pompano Beach on a monthly basis, for the following:

Softball Complex

Percentage of gross food/non-alcoholic sales payable to the City: _____%

OR

Minimum dollar amount per month payable to the City: \$_____

Percentage of gross alcoholic sales payable to the City: _____%

OR

Minimum dollar amount per month payable to the City: \$_____

Baseball Complex

Percentage of gross food/non-alcoholic sales payable to the City: _____%

OR

Minimum dollar amount per month payable to the City: \$_____

Percentage of gross alcoholic sales payable to the City: _____%

OR

Minimum dollar amount per month payable to the City: \$_____

3. Tasks/Deliverables

Eligibility

Proposals will be considered only from firms that have been engaged in providing concession services similar to the services specified herein and who are presently engaged in providing these services for a minimum of three (3) years. Proposers will be required to demonstrate proof of experience in the management and administration of an organization for the performance of this contract.

The City of Pompano Beach will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The City reserves the right to reject proposals when evidence submitted, on investigation and evaluation, is determined by the City to indicate inability of the bidder to perform.

The City of Pompano Beach reserves the right, before recommending any award, to inspect the organization or to take any other action necessary to determine ability to perform in accordance with the contract documents, including the financial ability, organizational ability, experience record and equipment.

Mandatory Site Visit

It shall be the full responsibility of the Proposer to visit and inspect the locations prior to the submission of a proposal. Submission of the proposal will be considered confirmation that the proposer has familiarized themselves with the nature and extent of the work, any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required. Failure to inspect the facility locations may cause your proposal response to be considered non-responsive. Contact Supervisor, Jon Nasser at (954) 786-4119, to schedule a site visit.

Compliance

State Health Department regulations must be strictly complied with and failure to maintain an above average rating may be reason for terminating any agreement.

Assignment and/or Sub-Contracting

Any resulting agreement may not be assigned without the express permission of the City Commission. A listing of all sub-contractors, if any, and the portion of the contract they will perform must be submitted with the proposal. If sub-contractors are stated, this does not relieve the Vendor from the prime responsibility for full and complete satisfactory and acceptable performance under any awarded contract.

Manner of Performance

The Concessionaire must perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Concessionaire shall use its best efforts to coordinate and adjust to the needs and requirements of the various users of the City.

Release of Liability

The Concessionaire will release and discharge the City of Pompano from any and all liability for loss of merchandise, health claim resulting from food preparation/quality, etc., goods, equipment or other property of the successful Concessionaire or his agents if lost, damaged or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism or other causes.

Personnel

The Concessionaire shall be responsible for hiring personnel to adequately operate any resulting agreement. This hiring shall conform to all requirements of the Federal, State and local laws relating to minimum wages, Social Security, Civil Right Act of 1964, unemployment compensation, worker's compensation and Health Department.

Employees shall observe all applicable rules and regulations. Concessionaire, at their expense, will provide proof of criminal background screening on all staff and agree that no staff will be assigned to said locations if found guilty of any sexually based offense.

Background Checks

All persons and firms are subject to a local, state, federal and financial background check using appropriate law enforcement procedures. Vendor must notify the City of all change in personnel within forty-eight (48) hours. All persons must be approved prior to their assignment to any City facility.

Accounting Records

The accounting system used should be able to identify all costs, expenses and revenues attributed to this agreement. To that end, the Vendor must keep accurate accounting and records of all operations through use of automatic cash register machine with print out capabilities. All operations covered in this document must have the ability to establish and maintain a system of bookkeeping and accounting, including inventory controls, satisfactory to the Recreation Administrator and City Code. The successful Concessionaire must agree to submit a certified monthly accounting report of gross receipts clearly indicating the revenue derived from each concession stand including location and specific product usage, in a manner acceptable to and approved by the City's Director of Financial Services or his or her designee, and shall provide an annual profit and loss statement covering all operations covered by this agreement. A copy of the inventory sold receipt printout for each location must be included with the certified monthly accounting report. Audits will be made as often as deemed necessary by the City. Concessionaire shall make available, at reasonable time for City's examination, all financial and statistical records, state sales tax returns, and any other documents pertinent to concessionaire's provision of goods and services under this Agreement.

The successful Concessionaire will be required to establish and use a separate depository account for all sales generated under the agreement resulting from this solicitation. The failure of Concessionaire to produce any of the records described herein following a request by City agents shall be deemed a material breach and the City may terminate the agreement. The Concessionaire shall provide the following accounting report to the Recreation Administrator and Treasury Manager or their designees. **(Concessionaire shall submit examples of report formats to be used with their RFP).**

<u>REPORT</u>	<u>INFORMATION REQUESTED</u>	<u>TIME FRAME</u>
Accounting Report	<ul style="list-style-type: none"> • Concession stand product description (soda, snack, etc.) • Location • Total units sold monthly 	Monthly
Gross sales		Monthly
Amount due to the City		Monthly

Payment

Payment and statement for previous month's gross receipts must be received by the Treasury Department, 100 West Atlantic Blvd, Pompano Beach, FL 33060 by the fifteenth (15th) of the following month with a copy to Recreation Supervisor, Jon Nasser. In the event that the Concessionaire fails to make this payment within five (5) days of the due date, there shall be an additional charge of \$50.00 payable to the City for such late payment. If the payment and accumulated penalties are not received within thirty (30) days after the normal monthly payment due date, the City may take the necessary steps to cancel the contract. The Concessionaire shall be responsible for collecting and remitting all sales tax to the State of Florida.

Reference To Other Data

Only information that is received in response to the RFP will be evaluated. References to any information submitted previously will not suffice.

Qualification of Respondents

A. Respondents must include a description of current and previous contracts providing the same or similar services called for in this Request for Proposal. List governmental agencies and/or private sector. Provide company name and Government entities, addresses, contact person, phone number, and dollar value of the contract.

B. Concessionaire shall keep current all licenses and permits, whether municipal, county, state or federal required for the performance of its obligations and functions hereunder and shall pay promptly when due all such fees.

3. Term of Contract

Contract term will be two (2) years, renewable for three (3) additional one (1) year periods.

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. 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/directory/btr/FAQ%20sheet%20BTR.pdf>

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

6. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

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:

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 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.

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
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 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		

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

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

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

The certification or proof of insurance must contain a provision for notification to the City, 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).

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Experience and Expertise 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

2. References	History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-10
3. Resources and Methodology	Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources.	0-30
4. Cost	Including the overall project task budget, itemized cost breakdowns, variety of products, and percentages back to the City.	0-40
Total		0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

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. 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.

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 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.

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, 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.

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 City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

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

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

23. Questions and Communication

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

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.

PROPOSAL SIGNATURE PAGE
RFP T-59-13, CONCESSIONAIRE SERVICES FOR COMMUNITY PARK SOFTBALL AND
BASEBALL COMPLEXES

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 _____

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 _____, 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; 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 _____ 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 _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____; **OR** until completion of Scope of Work.

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 an additional period one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention; **OR** 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. Concessionaire agrees to pay the City as specified in the RFP.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

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: _____

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 (60) 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:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

(Print name of company)

Witnesses:

By: _____

Print Name: _____

Title: _____

Business License No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, 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

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

l:agr/genl srvs/service contract

Exhibit B
Licensee's Response to
Request for Proposal
T-59-13



Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-59-13

CONCESSIONAIRE SERVICES FOR COMMUNITY PARK
SOFTBALL AND BASEBALL COMPLEXES

RFP OPENING: OCTOBER 28, 2013, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

Spanx Concessions

Concessionaire Services For Community Park Softball and Baseball Complexes

Spanx of Pompano Beach
1130 N.E. 4th Street
Pompano Beach, FL 33060
954.658.1700

Craig "Spanky" Caffro

October 27, 2013

Table of Contents

Letter of Transmittal	1
Fees & Costs	2
Schedule	2
References	3
Litigation	3

Letter of Transmittal

The Proposer's understands that the concession stands at Four Fields and the Baseball Complex need to be open regularly during the fields' use. The consistency and professional manner in which the facilities operate will bring the City's positive image to the facilities. The concessions need to provide food and beverages for the players and spectators during games and events.

Spanky Caffro and Donna Pushinsky have both been in the restaurant business for at least twenty-five (25) years each. Spanky Caffro and Donna Pushinsky have owned Spanx Pittsburgh Bar and Grille (Pompano Beach), Spanx Cheesesteak Factory (Oakland Park and Margate), and Spanx The Hog BBQ (Pompano Beach). Spanky Caffro is a partner in a meat wholesale company and also a sauce bottling company. Spanx has been involved in charity events including but not limited to Jim Kelly's Charity Golf Outing, Alonzo Mourning's Charity Golf Outing, Gino Toretta's Charity Golf Outing, City of Pompano Beach's Jazz on the Boulevard, City of Pompano Beach's End of Soccer Celebration, Firefighter Bill Elliot's Celebration, and Maya Macey's Fundraiser. Spanx understands the quality and commitment it takes to be successful in business. Spanx has operated concessions at St. Lucie Speedway.

Authorized Representative

Spanky Caffro
President, Vice President
1130 N.E. 4th Street
Pompano Beach, FL 33060
Spankycaffro@aol.com
954.658.1700

Donna Pushinsky
Treasurer, Secretary
1130 N.E. 4th Street
Pompano Beach, FL 33060
Donbri316@aol.com
954.590.8342

Fees & Costs

The Proposer shall staff each facility with at least one (1) employee to provide counter service during hours of business.

Monthly costs shall include, but not be limited to:

Travel expense for purchases	\$50
Food Cost	\$800
Beverage Cost	\$300
Alcohol Cost	\$250
Electricity	\$1,000
Equipment Repairs	\$200
Cash Register Rentals	\$200
Payroll	\$3,600
Paper Supplies	\$250
Office Supplies	\$50
Signage	\$100

Schedule

The proposed opening would be about 3 to 4 months after signing of the contract.

- a) Health Department approval
- b) Agriculture approval
- c) City Code Compliance approval
- d) City License and Permit approval
- e) Insurance
- f) State, County, and City Occupational License
- g) All electrical and plumbing inspections
- h) Insurance inspections.

Initial inspections and Up-front Fees

- a) Insurance
- b) Pest Control
- c) Alarm Company
- d) FPL Deposit
- e) Water Deposit
- f) Gas Deposit (If Needed)
- g) Exhaust System (If Needed)

References

CRA, Pompano Beach	Shana	Green Market – 2012, 2013
"	"	Uncorked – 2013
	954-612-1035	
Broward Sheriff's Office	Mike Johnson	National Night Out Against Crime – 2012, 2013
	954-786-4201	
Maya Macey Foundation	Ron Goldman	Scholarship Fundraiser, 2002-Present
	954-415-1508	
City of Pompano Beach	Kate Gladfelter	4 th of July Event – 2013
"	"	Beach Re-Opening - 2013
"	"	Trunk or Treat – 2013
	954-786-4600	
N. Lauderdale Commissioner	Frank Messana	Real Estate Catering
	754-235-0601	

Litigation

Spanx of Pompano Beach was served from ADA Disability Act even after City of Pompano Beach Building Department's final approval. Case was dropped after corrections were finished on restaurant and a settlement fee was paid for \$3,400.

Concessionaire Services For Community Park Softball and Baseball Complexes

Spanx of Pompano Beach Proposed Changes

Page 1

1. Scope of Services

- b) Concessionaire will accept the concession areas and City owned equipment, if in working condition.

- e) Concessionaire shall accept the City owned refrigerators and ice machines as is. During the contract term, Concessionaire will be financially responsible for any repairs to the said equipment. Concessionaire shall have discretion to bring in their own equipment.

- x) Un-shelled peanuts will not be allowed for sale. Bags of shelled peanuts shall be sold.

Page 6

The basic type of register that keeps all records of sales per product category and separates alcohol from food purchases.

Page 7

3. Term of Contract

Contract term will be for one (1) year, renewable for four (4) additional one (1) year periods.

Page 14

- 18. Concessionaire, with sixty (60) day prior written notice, will have the right to forfeit this lease without litigation or penalty.

Introduction

The City of Pompano Beach, Florida seeks to obtain the services of a qualified company to provide valued and affordable concession services to the visitors and residents of the City of Pompano Beach. Services will be required at Community Park, Softball and Baseball complexes. This is a non-exclusive contract for City sponsored sports and cultural arts functions in which the company will receive a monthly schedule informing them of said events and/or activities. Services for special events or activities may include other vendors.

The Parks Recreation and Cultural Arts Department is seeking proposals from Concessionaires to provide a percentage against gross sales or minimum amount per month, whichever is greater payable to the City of Pompano Beach, on a monthly basis to manage and operate concessions at the outdoor parks as needed for vending, food, and beverages to the public. One (1) concessionaire will be awarded the contract.

1. Scope of Services

Concession Operations:

- a) Concessionaire shall use concession stands only provided by the City; Trailers/Trucks will not be permitted in any of the City Parks.
- b) Concessionaire will accept the concession areas and City owned equipment, as is, the City will not make any improvements or additions.
- c) Concessionaire shall not make any improvements, additions or repairs without prior written approval from the City.
- d) If modification or revisions are made, the concessionaire agrees to return the area to original working condition at own expense at end of contract if City requests, or agrees to forfeit deposit.
- e) Concessionaire shall accept the City owned refrigerators and ice machines as is. During the contract term, Concessionaire will be financially responsible for any repairs to the said equipment.
- f) At end of contract term, Concessionaire is financially responsible to return said equipment in full, functioning, and presentable condition or risk forfeiture of deposit.
- g) Any additional equipment or replacement equipment desired by the Concessionaire will be acquired and installed at the Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the concessionaire in their operations, for example electrical upgrades or drains installed, Concessionaire shall be required to make these improvements at their sole expense.
- h) The Concessionaire will provide signage to be approved by the City prior to installation. Any permit fees required will be at the Concessionaire's expense.

- i) Concessionaire shall ensure that concession stand is staffed at all times with sufficient qualified personnel in order to handle patron demand.
- j) Concessionaire shall provide consistent hours of operation.
- k) Concessionaire is to provide courteous and professional customer service.
- l) Concessionaire is to provide regular extermination services, no less than monthly, and as needed; and keep records of service readily available to the City.
- m) Concessionaire is to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.
- n) Concessionaire shall meet all Health Department regulations and other applicable laws and regulations.
- o) Concessionaire to provide Property and Liability insurance (certificates of required insurance will be requested prior to commencement of operation of the concession stands).
- p) Concessionaire is to secure and insure the concession stands against vandalism. The City shall not be held responsible for repairs due to vandalism.
- q) Concessionaire is only authorized for the term of this contract to sell foods, beverages, and miscellaneous "snack bar" type items. All foods, beverages, and confectionary refreshments shall be of first quality. The items must be wholesome, pure, must conform to all Federal, State, and Municipal Laws, Ordinances, and Regulations, and must be kept subject to the approval or rejection of the Recreation Administrator or his Designee.
- r) Concessionaire must also sell healthy choices for the health conscious patron. Vendor must provide a list of products that will potentially be sold in the concession stands.
- s) Menu items and prices must be approved by City prior to sale. Agreed upon menu and prices must remain posted at all concessions in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names shall remain constant unless a request is made in writing providing reasons for a product change.
- t) Only non-glass items must be used for beverages and food. No Styrofoam materials only paper or plastic items shall be used.
- u) Concessionaire must provide bags and ice as needed for program participant injuries.

- v) Alcoholic Beverages may be sold with approval from the Recreation Administrator or his designee at the Four Fields Softball Complex and Baseball Complex. The Concessionaire agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Concessionaire. Appropriate licenses or proof that preliminary paperwork to secure license must be submitted with this proposal. The Concessionaire must comply with all City, County, State and Federal rules, regulations and laws, as related to alcohol sales and distribution, as may be amended from time to time. Alcoholic sales will be limited to products covered under 2COP license type. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any area of the facility, shall be at the sole discretion of the City. The decision to serve or refuse service of Alcoholic beverages to any individual shall be the sole responsibility of the Concessionaire.
- w) Tobacco products will not be allowed for sale.
- x) Un-shelled peanuts will not be allowed for sale.
- y) Chewing gum will not be allowed for sale.

Locations:

- a) Four Fields Softball Complex:1300 NE 10th Street, Pompano Bch, FL 33060
 - Minimum hours of operation are Monday through Friday 5:00pm to 10:00pm year round; and weekends as designated by rentals, tournaments and recreational activities.
 - Estimated 200 patrons per night.
- b) Baseball Complex:1701 NE 8th Street, Pompano Bch, FL 33060
 - Minimum hours of operation are Monday through Friday 5:00pm to 10:00pm year round; and weekends as designated by rentals, tournaments and recreational activities.
 - Estimated 100 patrons per night

2. Revenue Proposal

Concessionaire is to provide a percentage against gross sales, or minimum amount per month, whichever is greater payable to the City of Pompano Beach on a monthly basis, for the following:

Softball Complex

Percentage of gross food/non-alcoholic sales payable to the City:

OR

Minimum dollar amount per month payable to the City:

7 %
\$ 100

Percentage of gross alcoholic sales payable to the City:

OR

Minimum dollar amount per month payable to the City:

10 %
\$ 100

Baseball Complex

Percentage of gross food/non-alcoholic sales payable to the City:

OR

Minimum dollar amount per month payable to the City:

7 %
\$ 100

Percentage of gross alcoholic sales payable to the City:

OR

Minimum dollar amount per month payable to the City:

10 %
\$ 100

3. Tasks/Deliverables

Eligibility

Proposals will be considered only from firms that have been engaged in providing concession services similar to the services specified herein and who are presently engaged in providing these services for a minimum of three (3) years. Proposers will be required to demonstrate proof of experience in the management and administration of an organization for the performance of this contract.

The City of Pompano Beach will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory. The City reserves the right to reject proposals when evidence submitted, on investigation and evaluation, is determined by the City to indicate inability of the bidder to perform.

The City of Pompano Beach reserves the right, before recommending any award, to inspect the organization or to take any other action necessary to determine ability to perform in accordance with the contract documents, including the financial ability, organizational ability, experience record and equipment.

Mandatory Site Visit

It shall be the full responsibility of the Proposer to visit and inspect the locations prior to the submission of a proposal. Submission of the proposal will be considered confirmation that the proposer has familiarized themselves with the nature and extent of the work, any local conditions that may, in any manner, affect the scope of the work to be done, and the equipment, materials and labor required. Failure to inspect the facility locations may cause your proposal response to be considered non-responsive. Contact Supervisor, Jon Nasser at (954) 786-4119, to schedule a site visit.

Compliance

State Health Department regulations must be strictly complied with and failure to maintain an above average rating may be reason for terminating any agreement.

Assignment and/or Sub-Contracting

Any resulting agreement may not be assigned without the express permission of the City Commission. A listing of all sub-contractors, if any, and the portion of the contract they will perform must be submitted with the proposal. If sub-contractors are stated, this does not relieve the Vendor from the prime responsibility for full and complete satisfactory and acceptable performance under any awarded contract.

Manner of Performance

The Concessionaire must perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Concessionaire shall use its best efforts to coordinate and adjust to the needs and requirements of the various users of the City.

Release of Liability

The Concessionaire will release and discharge the City of Pompano from any and all liability for loss of merchandise, health claim resulting from food preparation/quality, etc., goods, equipment or other property of the successful Concessionaire or his agents if lost, damaged or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism or other causes.

Personnel

The Concessionaire shall be responsible for hiring personnel to adequately operate any resulting agreement. This hiring shall conform to all requirements of the Federal, State and local laws relating to minimum wages, Social Security, Civil Right Act of 1964, unemployment compensation, worker's compensation and Health Department.

Employees shall observe all applicable rules and regulations. Concessionaire, at their expense, will provide proof of criminal background screening on all staff and agree that no staff will be assigned to said locations if found guilty of any sexually based offense.

Background Checks

All persons and firms are subject to a local, state, federal and financial background check using appropriate law enforcement procedures. Vendor must notify the City of all change in personnel within forty-eight (48) hours. All persons must be approved prior to their assignment to any City facility.

Accounting Records

The accounting system used should be able to identify all costs, expenses and revenues attributed to this agreement. To that end, the Vendor must keep accurate accounting and records of all operations through use of automatic cash register machine with print out capabilities. All operations covered in this document must have the ability to establish and maintain a system of bookkeeping and accounting, including inventory controls, satisfactory to the Recreation Administrator and City Code. The successful Concessionaire must agree to submit a certified monthly accounting report of gross receipts clearly indicating the revenue derived from each concession stand including location and specific product usage, in a manner acceptable to and approved by the City's Director of Financial Services or his or her designee, and shall provide an annual profit and loss statement covering all operations covered by this agreement. A copy of the inventory sold receipt printout for each location must be included with the certified monthly accounting report. Audits will be made as often as deemed necessary by the City. Concessionaire shall make available, at reasonable time for City's examination, all financial and statistical records, state sales tax returns, and any other documents pertinent to concessionaire's provision of goods and services under this Agreement.

The successful Concessionaire will be required to establish and use a separate depository account for all sales generated under the agreement resulting from this solicitation. The failure of Concessionaire to produce any of the records described herein following a request by City agents shall be deemed a material breach and the City may terminate the agreement. The Concessionaire shall provide the following accounting report to the Recreation Administrator and Treasury Manager or their designees. **(Concessionaire shall submit examples of report formats to be used with their RFP).**

REPORT	INFORMATION REQUESTED	TIME FRAME
Accounting Report	<ul style="list-style-type: none"> • Concession stand product description (soda, snack, etc.) • Location • Total units sold monthly 	Monthly
Gross sales		Monthly
Amount due to the City		Monthly

Payment

Payment and statement for previous month's gross receipts must be received by the Treasury Department, 100 West Atlantic Blvd, Pompano Beach, FL 33060 by the fifteenth (15th) of the following month with a copy to Recreation Supervisor, Jon Nasser. In the event that the Concessionaire fails to make this payment within five (5) days of the due date, there shall be an additional charge of \$50.00 payable to the City for such late payment. If the payment and accumulated penalties are not received within thirty (30) days after the normal monthly payment due date, the City may take the necessary steps to cancel the contract. The Concessionaire shall be responsible for collecting and remitting all sales tax to the State of Florida.

Reference To Other Data

Only information that is received in response to the RFP will be evaluated. References to any information submitted previously will not suffice.

Qualification of Respondents

A. Respondents must include a description of current and previous contracts providing the same or similar services called for in this Request for Proposal. List governmental agencies and/or private sector. Provide company name and Government entities, addresses, contact person, phone number, and dollar value of the contract.

B. Concessionaire shall keep current all licenses and permits, whether municipal, county, state or federal required for the performance of its obligations and functions hereunder and shall pay promptly when due all such fees.

3. Term of Contract

Contract term will be two (2) years, renewable for three (3) additional one (1) year periods.

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. 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/directory/btr/FAQ%20sheet%20BTR.pdf>

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

6. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

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:

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 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.

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
GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 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		

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

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

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

The certification or proof of insurance must contain a provision for notification to the City, 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).

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Experience and Expertise 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

2. References	0-10
History and performance of firm/project team on similar projects. References and recommendations from previous clients.	
3. Resources and Methodology	0-30
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.	
4. Cost	0-40
Including the overall project task budget, itemized cost breakdowns, variety of products, and percentages back to the City.	
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.

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. 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.

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 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.

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, 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.

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 City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

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

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

23. Questions and Communication

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

24. Addenda

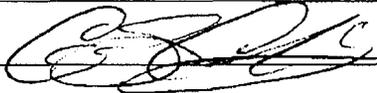
The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each 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.

PROPOSAL SIGNATURE PAGE
RFP T-59-13, CONCESSIONAIRE SERVICES FOR COMMUNITY PARK SOFTBALL AND
BASEBALL COMPLEXES

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) CRAIG SPANKY CAFFRO Title President
Company (Legal Registered) SPANX OF POMPAÑO BEACH INC.
Federal Tax Identification Number 455 370 984
Address 1130 NE 4th ST
City/State/Zip Pompano Beach FL 33060
Telephone No. 954-658-1700 Fax No. 954-590-8841
Signature  Date 28 Oct 2013

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. #1, 2, 3 Date Issued 28 Oct 2013

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 _____, 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; 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 _____ 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 _____, 20____. Contractor shall commence _____ services for the City and continue operation through _____, 20____; **OR** until completion of Scope of Work.

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 an additional period one (1) year, provided that City will provide notification within sixty (60) days of termination date of its intention; **OR** 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. Concessionaire agrees to pay the City as specified in the RFP.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

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:

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 (60) 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:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

APPROVED AS TO DEPARTMENT HEAD:

By: _____

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

(Print name of company)

Witnesses:

By: _____

Print Name: _____

Title: _____

Business License No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, 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

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

l:agr/genl srvs/service contract

Exhibit C
 Fee Schedule
 Merchandise and Fee Schedule fo DJP Concessions Inc
 dba Grand Slam Sports Concession Inc.

Concession Menu

Aquafina 20 oz		\$ 2.00	
Pepsi 20 oz		\$ 2.00	
Diet Pepsi 20 oz		\$ 2.00	
Mountain Dew 20 oz		\$ 2.00	
Gatorade Lemon/Lime		\$ 2.00	
Gatorade Cool Blue		\$ 2.00	
Gatorade Orange		\$ 2.00	
Gatorade G2 Glacier		\$ 2.00	
Gatorade Fruit Punch		\$ 2.00	
Brisk Iced Tea		\$ 2.00	
Brisk Lemonade		\$ 2.00	
Mountain Dew AMP		\$ 3.00	
Rockstar Sugar Free		\$ 3.00	
Giant Vanilla Sand		\$ 1.50	
Strawberry Shortcake		\$ 2.00	
Cookie Sandwich		\$ 2.00	
Drumsticks		\$ 2.00	
Oreo Cookie Crunch		\$ 2.00	
Chocolate Éclairs		\$ 2.00	
Strawberry Fruit Bar		\$ 2.00	
Banana Fruit Bar		\$ 2.00	
Pretzels		\$ 1.00	
Doritos		\$ 1.00	
Potato Chips		\$ 1.00	
BBQ Potato Chips		\$ 1.00	
Cool Ranch Doritos		\$ 1.00	
Cheetos		\$ 1.00	
Sun Chips		\$ 1.00	
Fritos		\$ 1.00	
M&M's - Plain		\$ 1.00	
M&M's - Peanut		\$ 1.00	
Snickers		\$ 1.00	
Milky Way		\$ 1.00	
Twix		\$ 1.00	
Skittles		\$ 1.00	
Starburst		\$ 1.00	
Twizzles		\$ 1.00	
Airheads		\$ 1.00	
Ring Pops		\$ 1.00	
Bubble Gum - Mint		\$ 1.00	
Hot Dog		\$ 2.50	
Hot n Ready Burger		\$ 3.00	

Exhibit D

Procedures and Policies for Sale of Alcoholic Beverages

- A. The sale of beer and/or wine at any Pompano Beach park shall be subject to prior approval of the Recreation Programs Administrator or designee(s). The Recreation Programs Administrator or designee(s) may approve the sale of beer and/or wine at programmed events, which term includes adult athletic league activities, rentals or other adult-oriented events or activities, and designated concession areas.
- B. The sale of beer and/or wine shall be prohibited during any programmed event intended for children (under age 21), as determined by the Recreation Programs Administrator. Only beer and wine allowed or consumed on premises must be purchased from approved vendors. No outside beer and/or wine will be allowed.
- C. For programmed events where the sale and/or consumption of beer and/or wine is permitted pursuant to A and B above, an entity authorized to sell beer and/or wine during the programmed event shall be required to indemnify and hold harmless the City of Pompano Beach, its officers, agents, employees, and volunteers, from any and all claims for liability arising directly or indirectly out of the sale or consumption of beer and/or wine during that programmed event. Insurance acceptable to City's Risk Manager shall be required to cover the indemnification obligation.
- D. An entity authorized to sell beer and/or wine at a programmed event shall provide the City of Pompano Beach with a Certificate of Liability Insurance, including additional coverage for serving any alcoholic beverages at the event. The insurance policy requirements will be determined by City's Risk Manager on a case-by-case basis. Proof of such insurance coverage shall be furnished to the Recreation Programs Administrator and approved by the City's Risk Manager prior to a Programmed Event taking place.
- E. Police or security officers shall be authorized to prohibit the sale of beer and/or wine to any person that appears intoxicated. Such person may also be ordered by police/sheriff or security officers to immediately leave the premises.
- F. Persons serving beer and/or wine to the public shall be properly trained in such service and be at least 21 years of age. In addition to proper training requirements staff serving beer and/or wine shall not consume alcoholic beverages immediately before, during, or following the programmed event. Any server violating this policy shall be immediately dismissed by the Licensee and immediately ordered to leave the premises.
- G. Servers shall be responsible, at the time beer and/or wine is requested, for verifying that the person making the request is of legal drinking age as required by law. If, for any reason,

picture identification evidencing proof of legal drinking age cannot be provided upon request, beer and/or wine service shall be denied. Servers shall refuse to serve an alcoholic beverage to any person who appears intoxicated.

- H. Signs shall be posted at the concession areas notifying the public that all persons must be of legal drinking age to purchase and/or consume beer and/or wine at the programmed event. Signs shall be posted notifying the public that purchases of these beverages are limited to two (2) drinks per person per transaction, and that servers reserve the right to refuse service to any person who appears intoxicated.
- I. The sale of beer and/or wine shall cease at least one (1) hour before the official end of the programmed event as specified in the schedule given to Licensee by City staff.

Exhibit E
**Accounting Methods and Procedures for
DJP Concessions, Inc. License Agreement**

A. RECORDKEEPING, RECORDS RETENTION AND AUDIT ACCESS

1. LICENSEE shall keep full and complete daily records of concession gross sales and expenses resulting from all related services authorized in this agreement.

2. LICENSEE shall install and maintain a system for keeping such records of (including but not limited to) concession sales and related services as may be reasonably required by the City in accordance with generally accepted accounting principles.

LICENSEE shall purchase and maintain at its cost an integrated inventory system of merchandise and point of sale revenue system with integrated updating capabilities. Integrated capabilities for inventory and point of sale revenue systems shall be defined as:

1) Each unit of merchandise sold in the point of sales revenue system shall be on a real time update basis or on a batch update basis correspondingly updating the inventory system and available units for sale in inventory and point of sale revenue systems.

2) Each unit of merchandise ordered in the inventory system shall be on a real time update basis or on a batch update basis correspondingly updating the available units for sale in inventory and point of sale revenue systems.

3) Detailed and summary reports for the inventory and point of sale revenue system will be run separately for each concession location in this agreement on a monthly basis. Monthly inventory and point of sale revenue reports shall be run for each concession location separately, and shall not be combined or data intermixed.

The batch update process shall be done on a daily basis at the close of business day for each concession location for units of inventory received during the business day before running the end of business day inventory and point of sale revenue reports. The daily detailed point of sale revenue reports for each business day shall record the number of units of merchandise sold for each merchandise inventory item, sales price per unit, extended sales amounts, and sales tax collected, with a total summary number for units of merchandise inventory items sold and total dollar amount of daily sales for daily bank deposits. The daily sales revenue amounts should roll up into the monthly revenue report.

LICENSEE shall timely pay the amount due City, on the fifteenth (15th) of the following month, and provide to the City's Recreation Program Administrator or her/his designee, with summary reports for integrated merchandise inventory and point of sale revenue systems, supporting the amount paid. End of the month merchandise inventory balance shall be reconciled with the sales amount; for example, the month end inventory balance should equal the beginning month inventory, plus inventory received, less inventory sold. Any differences should be accounted for

and explained.

The City's Recreation Program administrator or his designee will timely review the summary monthly reports of integrated inventory and point of sale revenue system. The review shall include agreeing the amount of the inventory sold for the month, with the sales revenue reported, and used to calculate the City's monthly compensation under this agreement.

City's monthly compensation is based on gross sales. Gross sales shall not include sales tax collected and remitted to the appropriate jurisdictions.

3. The City and any party or parties designated by it or either of them shall at 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 LICENSEE relating to (including but not limited to) concession sales and related services. The failure of LICENSEE 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. LICENSEE agrees to keep all such books, papers, and records at the concession stand or at some mutually agreed upon place. In addition, the City and its designee shall have the right to review LICENSEE'S system of internal controls relating to (including, but not limited to) concession services and to suggest needed changes.

4. 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 LICENSEE 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.

6. LICENSEE shall promptly disburse all taxes required by Federal, State, and local authorities and shall pay any applicable taxes relating to concession operations. Sales tax computed and collected 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 LICENSEE to potential penalties.

7. LICENSEE shall be responsible for retaining invoices for the purchased merchandise. Invoices for merchandise shall be specific for Pompano locations with adequate detailed item dates, quantity and description to document detailed inventory activity for merchandise sales and inventory modules including the percentage mark-up for inventory. Reasonable City access to supporting vendor invoices for merchandise shall be reserved by the City as required by RFP T-59-13, herein incorporated by reference.

8. Detailed and separate delivery tickets or transfer inventory tickets are required for each Pompano location for menu items on Exhibit C to document beginning inventory, additions to and subtractions from inventory due to sales, subtractions due to transfers from one Pompano location to another Pompano location, or subtractions due to documented physical counts for each Pompano concession location. If there is a ratio for purchased product to item inventory for unit sales, the ratio must be recorded to document reasonableness of sales, and inventory activity reports. Monthly reports to City will provide detailed and summary reports of gross sales and inventory for menu items in Exhibit C.

9. A separate bank account will be maintained by vendor for the contract. Daily bank deposits will be made intact for daily sales and the daily sales revenue will not be reduced (netted) for payments for vendor supplies, or inventory merchandise for C.O.D. deliveries.

10. End of year inventory will be documented and scheduled annually on September 30th of each year. The City reserves the right to have a City employee present at the inventory count. LICENSEE will provide an annual revenue report, for the end of the Fiscal Year (September 31). The revenue report will be due on the fifteenth (15th) of the following month, and it shall contain similar information as presented in the monthly revenue reports.

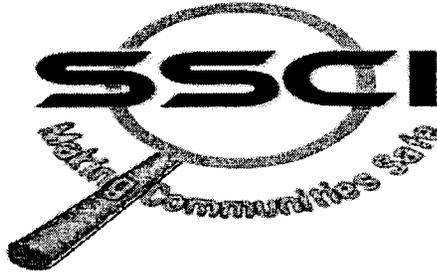
B. DAILY OPERATIONS

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" tape numbers. A final summary of "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 concessions 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. Customers must receive a sales receipt at the point of sale.

3. 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.

Exhibit F
Release for
Background Checks



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:

EXHIBIT G

INSURANCE REQUIREMENTS

LICENSE AGREEMENT WITH DJP CONCESSIONS INC.

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) 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		
GENERAL LIABILITY:	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		
xx 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 alcohol sales	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate		

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.		
xx comprehensive form			
xx owned			
xx hired			
xx 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/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.

Meeting Date: 04/14/15

Agenda Item

7

REQUESTED COMMISSION ACTION:

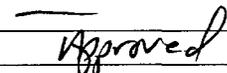
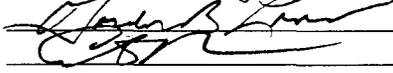
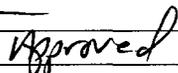
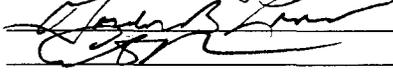
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A Resolution of the City Commission of the City of Pompano Beach, Florida approving and authorizing the proper City officials to execute a first amendment to the agreement for debt collection services between the City of Pompano Beach And Penn Credit Corporation; Providing an effective date.

Summary of Purpose and Why:

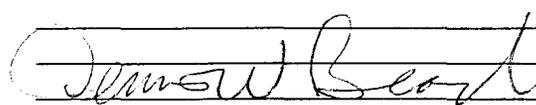
The City currently utilizes the services of Penn Credit as its collection agent for a collection of various delinquent accounts, including utilities, nuisance abatement, unsafe structure accounts, code compliance, stalls and parking citations. Staff is recommending that the City approve and authorize the execution of a first amendment to the Agreement to extend the contract for one year. Please refer to Finance Dept. Memorandum #15-54 for additional information.

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: 1 year from execution, with 3 additional 1 year options
- (4) Fiscal impact and source of funding: Penn assesses a 17% collection fee, on a contingent basis, for non legal referral accounts and 27% for litigation referral accounts, which is further passed on to the debtor.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance Dept.	<u>3/23/15</u>	Approved	
City Attorney	<u>3/23/15</u>		
Budget	<u>3-24-15</u>		



City Manager



ACTION TAKEN BY COMMISSION:

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



**FINANCE DEPARTMENT
MEMORANDUM 15-54**

Date: March 23, 2015

To: Mayor and City Commissioners

From: Suzette Sibble, Finance Director

Via: Dennis Beach, City Manager

Re: Recommendation to extend contract with Penn Credit Corporation

The City has worked with Penn Credit Corporation (Penn), the City's collections agent, now for seven years and has placed numerous accounts with them of varying ages. During that timeframe the City has collected approximately \$333,000 in delinquent Utilities, Nuisance Abatement, Unsafe Structure, Parking Citations, Code Compliance, and EMS Accounts (Code Compliance accounts were initially referred at the end of January 2012, Parking Citations in June 2012, and EMS transport fees in September 2014). Collection percentages range from 0% to 30% for the seven (7) year term, depending on the type of account placed, which is impacted by the age of some of the accounts, the account owner, as well as the continued impacts of the economic downturn and the ability of some subset of debtors ability to satisfy their obligation to the City at this time. The arrangement with Penn continues to be on a purely contingent basis, meaning that they do not get compensated for their services unless they are successful in collecting on the City's obligations. More importantly, their collection fee is added to the value of the City's obligations and that total sum is attempted to be collected by Penn. That being said, based on due diligence performed by the Finance Department their collection fee (17% for non-litigation accounts and 27% for accounts elevated to litigation status) continues to be at the low end of the scale compared to other providers. It is also unusual for a collection agency to agree to a purely contingent, add-on fee relationship. As such, staff recommends a continued relationship with Penn. Please refer to the Penn Credit Analysis Report at **Attachment A** for addition information.

Payment Analysis and Review
March 2015

Penn Credit

www.penncredit.com

800.800.3328

Respectfully submitted to:

City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

City of Pompano Beach Global (GL1462)

Total dollars collected for the City increased from 2013 to 2014 with recoveries of \$68,936.86 in 2014 as compared to \$66,648.90 in 2013. Per our agreement with the City, Penn Credit continues to add our collection fee to the amount owed the City, thus enabling the City to use Penn Credit's services at zero cost.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report

Report Date: 3/9/2015

GL1462 Mth/Yr	City of Pompano Beach # Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars
08/2009	246	\$95,675.43	\$14,588.20	\$290.17	\$53,646.93	\$7,245.43	\$42,028.50	34.71%	\$20,194.87
09/2009	23	\$20,312.42	\$6,840.02	\$772.69	\$5,022.64	\$0.00	\$15,289.78	44.74%	\$8,449.76
10/2009	71	\$57,509.65	\$13,645.14	\$1,148.27	\$32,282.68	\$3,863.01	\$25,226.97	54.09%	\$7,718.82
11/2009	0	\$0.00	\$0.00	\$1,280.73	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2009	15	\$9,354.51	\$3,086.23	\$3,030.97	-\$372.33	\$728.16	\$9,726.84	31.73%	\$5,912.45
Year Total	355	\$182,852.01	\$38,159.59	\$6,522.83	\$90,579.92	\$11,836.60	\$92,272.09	41.36%	\$42,275.90
01/2010	0	\$0.00	\$0.00	\$1,692.69	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2010	71	\$29,005.57	\$3,385.23	\$8,497.18	\$18,304.65	\$4,369.47	\$10,700.92	31.63%	\$2,946.22
03/2010	0	\$0.00	\$0.00	\$3,204.02	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2010	24	\$6,292.50	\$2,043.60	\$701.78	\$848.37	\$1,636.55	\$5,444.13	37.54%	\$1,763.98
05/2010	0	\$0.00	\$0.00	\$37.26	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2010	8	\$1,632.93	\$382.57	\$0.00	\$391.59	\$0.00	\$1,241.34	30.82%	\$858.77
07/2010	238	\$33,880.52	\$1,575.18	\$2,049.63	-\$7,381.35	\$0.00	\$41,261.87	3.82%	\$39,686.69
08/2010	259	\$110,317.62	\$10,369.09	\$3,478.92	\$10,848.12	\$0.00	\$99,469.50	10.42%	\$89,100.41
09/2010	34	\$6,542.55	\$2,509.30	\$7,459.91	\$898.22	\$0.00	\$5,644.33	44.46%	\$3,135.03
10/2010	120	\$27,941.08	\$2,745.99	\$5,645.11	\$1,174.26	\$0.00	\$26,766.82	10.26%	\$24,020.83
11/2010	6	\$6,975.29	\$743.08	\$920.12	\$4,978.43	\$0.00	\$1,996.86	37.21%	\$1,253.78
Year Total	760	\$222,588.06	\$23,754.04	\$33,686.62	\$30,062.29	\$6,006.02	\$192,525.77	12.34%	\$162,765.71
01/2011	15	\$6,993.72	\$4,767.13	\$1,427.23	\$1,243.79	\$0.00	\$5,749.93	82.91%	\$982.80
02/2011	0	\$0.00	\$0.00	\$570.71	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2011	0	\$0.00	\$0.00	\$604.81	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2011	40	\$26,847.57	\$3,642.34	\$582.42	\$12,336.55	\$0.00	\$14,511.02	25.10%	\$10,868.68
05/2011	118	\$34,049.75	\$3,530.24	\$863.64	\$0.00	\$0.00	\$34,049.75	10.37%	\$30,519.51
06/2011	3	\$3,422.06	\$466.76	\$917.68	\$0.00	\$0.00	\$3,422.06	13.64%	\$2,955.30
07/2011	0	\$0.00	\$0.00	\$2,056.15	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2011	45	\$13,494.61	\$2,977.97	\$778.12	\$5,509.74	\$0.00	\$7,984.87	37.30%	\$5,006.90
09/2011	198	\$67,310.81	\$2,005.92	\$464.16	\$0.00	\$0.00	\$67,310.81	2.98%	\$65,304.89
10/2011	4	\$1,413.74	\$272.54	\$100.00	\$517.07	\$0.00	\$896.67	30.39%	\$624.13
11/2011	14	\$24,454.55	\$7,334.40	\$105.64	\$269.03	\$0.00	\$24,185.52	30.33%	\$16,851.12
12/2011	19	\$9,693.22	\$718.82	\$3,281.96	\$271.37	\$0.00	\$9,421.85	7.63%	\$8,703.03
Year Total	456	\$187,680.03	\$25,716.12	\$11,752.52	\$20,147.55	\$0.00	\$167,532.48	15.35%	\$141,816.36
01/2012	14	\$5,481,225.72	\$674.54	\$3,551.93	-\$156.67	\$0.00	\$5,481,382.39	0.01%	\$5,480,707.85
02/2012	225	\$80,304,657.07	\$82,933.65	\$1,597.06	\$25,186,848.00	\$0.00	\$55,117,809.07	0.15%	\$55,034,875.42
03/2012	185	\$61,873,472.28	\$48,998.68	\$40,305.91	\$14,626,796.50	\$0.00	\$47,246,675.78	0.10%	\$47,197,677.10
04/2012	2	\$352.41	\$214.05	\$10,870.61	\$138.26	\$0.00	\$214.15	99.95%	\$0.10
05/2012	220	\$58,426.27	\$4,170.85	\$12,649.39	\$516.92	\$0.00	\$57,909.35	7.20%	\$53,738.50
06/2012	3,930	\$240,113.02	\$15,559.10	\$16,465.14	\$4,813.21	\$206,639.67	\$235,299.81	6.61%	\$13,101.04
07/2012	105	\$46,359,470.55	\$29,454.00	\$13,999.99	\$16,038,869.50	\$0.00	\$30,320,601.05	0.10%	\$30,291,147.05
08/2012	78	\$44,155.40	\$5,722.29	\$11,085.28	\$1,312.24	\$0.00	\$42,843.16	13.36%	\$37,120.87
09/2012	11	\$6,836.16	\$1,912.08	\$6,213.57	\$0.00	\$0.00	\$6,836.16	27.97%	\$4,924.08

Review - Report

City of Pompano Beach

Page 3

Penn Credit

10/2012	0	\$0.00	\$0.00	\$8,877.55	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2012	0	\$0.00	\$0.00	\$8,492.12	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2012	216	\$144,380.52	\$19,548.98	\$2,357.83	\$0.00	\$0.00	\$144,380.52	13.54%	\$124,831.54
Year Total	4,986	\$194,513,089.40	\$209,188.22	\$136,466.38	\$55,859,137.96	\$206,639.67	\$138,653,951.44	0.15%	\$138,238,123.55
01/2013	0	\$0.00	\$0.00	\$4,455.31	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2013	1	\$1,550.25	\$0.00	\$6,836.55	\$0.00	\$0.00	\$1,550.25	0.00%	\$1,550.25
03/2013	2	\$333.45	\$292.50	\$8,161.36	\$0.00	\$0.00	\$333.45	87.72%	\$40.95
04/2013	109	\$34,765.35	\$1,420.35	\$3,807.10	\$392.03	\$0.00	\$34,373.32	4.13%	\$32,952.97
05/2013	0	\$0.00	\$0.00	\$7,335.10	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2013	0	\$0.00	\$0.00	\$2,405.46	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2013	0	\$0.00	\$0.00	\$2,766.31	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2013	83	\$39,387.65	\$642.79	\$340.95	\$3,220.82	\$0.00	\$36,166.83	1.78%	\$35,524.04
09/2013	0	\$0.00	\$0.00	\$4,992.09	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2013	204	\$87,235.75	\$2,255.01	\$10,631.90	\$10,350.27	\$0.00	\$76,885.48	2.93%	\$74,630.47
11/2013	66	\$41,070.09	\$5,721.70	\$8,953.41	\$6,508.50	\$0.00	\$34,561.59	16.56%	\$28,839.89
12/2013	0	\$0.00	\$0.00	\$5,963.36	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	465	\$204,342.54	\$10,332.35	\$66,648.90	\$20,471.62	\$0.00	\$183,870.92	5.62%	\$173,538.57
01/2014	4	\$62,337.33	\$0.00	\$7,741.99	\$0.00	\$0.00	\$62,337.33	0.00%	\$62,337.33
02/2014	308	\$117,341.56	\$8,976.89	\$2,394.21	\$196.94	\$0.00	\$117,144.62	7.66%	\$108,167.73
03/2014	10	\$3,990.00	\$201.00	\$6,693.51	\$0.00	\$0.00	\$3,990.00	5.04%	\$3,789.00
04/2014	0	\$0.00	\$0.00	\$7,905.78	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2014	0	\$0.00	\$0.00	\$10,771.45	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2014	91	\$27,439.27	\$519.86	\$8,069.28	\$92.18	\$0.00	\$27,347.09	1.90%	\$26,827.23
07/2014	0	\$0.00	\$0.00	\$1,950.40	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2014	4	\$71,089.91	\$0.00	\$1,388.56	\$0.00	\$0.00	\$71,089.91	0.00%	\$71,089.91
09/2014	851	\$794,224.10	\$6,825.52	\$4,636.90	\$3,720.60	\$0.00	\$790,503.50	0.86%	\$783,677.98
10/2014	279	\$147,603.62	\$6,098.58	\$3,804.23	\$1,801.80	\$0.00	\$145,801.82	4.18%	\$139,703.24
11/2014	0	\$0.00	\$0.00	\$5,674.18	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2014	438	\$303,748.57	\$3,999.81	\$7,906.37	\$3,498.30	\$0.00	\$300,250.27	1.33%	\$296,250.46
Year Total	1,985	\$1,527,774.36	\$26,621.66	\$68,936.86	\$9,309.82	\$0.00	\$1,518,464.54	1.75%	\$1,491,842.88
01/2015	0	\$0.00	\$0.00	\$5,451.13	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2015	51	\$46,575.36	\$0.00	\$3,985.15	\$0.00	\$0.00	\$46,575.36	0.00%	\$46,575.36
03/2015	0	\$0.00	\$0.00	\$321.59	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	51	\$46,575.36	\$0.00	\$9,757.87	\$0.00	\$0.00	\$46,575.36	0.00%	\$46,575.36
Grand Total	9,058	\$196,884,901.76	\$333,771.98	\$333,771.98	\$56,029,709.16	\$224,482.29	\$140,855,192.60	0.24%	\$140,296,938.33

Payment Analysis Report Legend

Referred = The number of account referred.

\$ Referred = The dollar amount referred.

Placement Collections = The dollars collected on the specific month's placement.

Monthly Collections = The dollars collected during the indicated month and year.

Total Adjustments = CRQ + STL + BKR + ADJ

Cancellations = Agency Cancellations

Collectable = \$ Referred - Adjustments

LIQ% = Placement Collections / Collectable

Active Dollars = Collectable - Placement Collections - Cancellations

Note: all statistics are based on placement month and year. The only exception to this rule is the monthly collection column.

City of Pompano Beach Water & Sewer (P7302)

The City places water and sewer accounts approximately three times per year. The recovery rates are within acceptable ranges comparing similar accounts from other cities for the months in which we have received placements. Penn Credit's 2014 dollars collected were slightly higher than 2013.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report

Report Date: 3/9/2015

P7302 Mth/Yr	City of Pompano Beach # Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars
08/2009	246	\$95,675.43	\$14,588.20	\$290.17	\$53,646.93	\$7,245.43	\$42,028.50	34.71%	\$20,194.87
09/2009	0	\$0.00	\$0.00	\$772.69	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2009	0	\$0.00	\$0.00	\$1,148.27	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2009	0	\$0.00	\$0.00	\$1,847.33	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	246	\$95,675.43	\$14,588.20	\$4,058.46	\$53,646.93	\$7,245.43	\$42,028.50	34.71%	\$20,194.87
01/2010	0	\$0.00	\$0.00	\$361.91	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2010	45	\$21,121.83	\$303.58	\$6,866.05	\$17,846.34	\$2,780.32	\$3,275.49	9.27%	\$191.59
03/2010	0	\$0.00	\$0.00	\$423.53	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2010	0	\$0.00	\$0.00	\$175.09	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2010	0	\$0.00	\$0.00	\$37.26	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2010	259	\$110,317.62	\$10,369.09	\$565.81	\$10,848.12	\$0.00	\$99,469.50	10.42%	\$89,100.41
09/2010	0	\$0.00	\$0.00	\$3,054.50	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2010	99	\$19,536.79	\$836.76	\$0.00	\$101.44	\$0.00	\$19,435.35	4.31%	\$18,598.59
11/2010	0	\$0.00	\$0.00	\$166.29	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	403	\$150,976.24	\$11,509.43	\$11,650.44	\$28,795.90	\$2,780.32	\$122,180.34	9.42%	\$107,890.59
01/2011	0	\$0.00	\$0.00	\$697.75	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2011	0	\$0.00	\$0.00	\$176.33	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2011	0	\$0.00	\$0.00	\$369.27	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2011	0	\$0.00	\$0.00	\$379.95	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2011	114	\$30,223.44	\$2,324.04	\$56.62	\$0.00	\$0.00	\$30,223.44	7.69%	\$27,899.40
06/2011	0	\$0.00	\$0.00	\$516.93	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2011	0	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2011	0	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2011	198	\$67,310.81	\$2,005.92	\$249.64	\$0.00	\$0.00	\$67,310.81	2.98%	\$65,304.89
10/2011	0	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2011	0	\$0.00	\$0.00	\$105.64	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2011	0	\$0.00	\$0.00	\$3,248.61	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	312	\$97,534.25	\$4,329.96	\$6,100.74	\$0.00	\$0.00	\$97,534.25	4.44%	\$93,204.29
01/2012	0	\$0.00	\$0.00	\$249.38	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2012	0	\$0.00	\$0.00	\$324.52	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2012	0	\$0.00	\$0.00	\$294.51	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2012	0	\$0.00	\$0.00	\$269.36	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2012	215	\$55,137.71	\$3,632.79	\$2,674.06	\$516.92	\$0.00	\$54,620.79	6.65%	\$50,988.00
06/2012	0	\$0.00	\$0.00	\$1,577.26	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2012	0	\$0.00	\$0.00	\$1,336.87	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2012	78	\$44,155.40	\$5,722.29	\$1,360.78	\$1,312.24	\$0.00	\$42,843.16	13.36%	\$37,120.87
09/2012	0	\$0.00	\$0.00	\$3,666.41	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2012	0	\$0.00	\$0.00	\$1,345.22	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2012	215	\$120,424.20	\$18,948.98	\$464.83	\$0.00	\$0.00	\$120,424.20	15.74%	\$101,475.22
Year Total	508	\$219,717.31	\$28,304.06	\$13,563.20	\$1,829.16	\$0.00	\$217,888.15	12.99%	\$189,584.09

Review - Report

City of Pompano Beach

Page 7

Penn Credit

01/2013	0	\$0.00	\$0.00	\$192.11	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2013	0	\$0.00	\$0.00	\$59.10	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2013	0	\$0.00	\$0.00	\$140.10	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2013	109	\$34,765.35	\$1,420.35	\$2,970.58	\$392.03	\$0.00	\$34,373.32	4.13%	\$32,952.97
05/2013	0	\$0.00	\$0.00	\$128.20	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2013	0	\$0.00	\$0.00	\$508.36	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2013	0	\$0.00	\$0.00	\$72.91	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2013	79	\$19,976.12	\$642.79	\$0.00	\$530.12	\$0.00	\$19,446.00	3.31%	\$18,803.21
10/2013	162	\$47,819.77	\$907.36	\$8,387.85	\$0.00	\$0.00	\$47,819.77	1.90%	\$46,912.41
11/2013	0	\$0.00	\$0.00	\$1,086.91	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2013	0	\$0.00	\$0.00	\$153.38	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	350	\$102,561.24	\$2,970.50	\$13,699.50	\$922.15	\$0.00	\$101,639.09	2.92%	\$98,668.59
01/2014	0	\$0.00	\$0.00	\$2,426.15	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2014	251	\$73,204.07	\$2,667.08	\$402.86	\$0.00	\$0.00	\$73,204.07	3.64%	\$70,536.99
03/2014	0	\$0.00	\$0.00	\$2,652.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2014	0	\$0.00	\$0.00	\$1,152.76	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2014	0	\$0.00	\$0.00	\$2,134.53	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2014	90	\$24,698.78	\$519.86	\$443.21	\$92.18	\$0.00	\$24,606.60	2.11%	\$24,086.74
07/2014	0	\$0.00	\$0.00	\$1,948.12	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2014	0	\$0.00	\$0.00	\$532.92	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2014	0	\$0.00	\$0.00	\$1,130.70	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2014	0	\$0.00	\$0.00	\$174.95	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2014	0	\$0.00	\$0.00	\$631.07	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2014	83	\$34,303.98	\$450.54	\$941.72	\$0.00	\$0.00	\$34,303.98	1.31%	\$33,853.44
Year Total	424	\$132,206.83	\$3,637.48	\$14,571.89	\$92.18	\$0.00	\$132,114.65	2.75%	\$128,477.17
01/2015	0	\$0.00	\$0.00	\$561.45	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2015	0	\$0.00	\$0.00	\$1,133.95	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	0	\$0.00	\$0.00	\$1,695.40	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Grand Total	2,243	\$798,671.30	\$65,339.63	\$65,339.63	\$85,286.32	\$10,025.75	\$713,384.98	9.16%	\$638,019.60

City of Pompano Beach Nuisance Abatement (P7324)

City of Pompano Beach Nuisance Abatement (P7324): Penn Credit collected over \$12,500 which is significantly above previous years. The last referral of new accounts was in February 2014, more consistent and earlier referrals will result in evenly spaced cash flow and higher recovery rates.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report

Report Date: 3/9/2015

P7324 Mth/Yr	City of Pompano Beach # Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	L/Q%	Active Dollars
09/2009	23	\$20,312.42	\$6,840.02	\$0.00	\$5,022.64	\$0.00	\$15,289.78	44.74%	\$8,449.76
10/2009	1	\$1,155.36	\$0.00	\$0.00	-\$177.28	\$0.00	\$1,332.64	0.00%	\$1,332.64
12/2009	8	\$8,108.18	\$2,568.06	\$0.00	-\$372.33	\$0.00	\$8,480.51	30.28%	\$5,912.45
Year Total	32	\$29,575.96	\$9,408.08	\$0.00	\$4,473.03	\$0.00	\$25,102.93	37.48%	\$15,694.85
02/2010	14	\$4,279.44	\$1,287.94	\$711.91	\$458.31	\$0.00	\$3,821.13	33.71%	\$2,533.19
03/2010	0	\$0.00	\$0.00	\$1,943.80	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2010	20	\$4,496.95	\$2,043.60	\$267.02	\$848.37	\$0.00	\$3,648.58	56.01%	\$1,604.98
06/2010	7	\$1,179.04	\$382.57	\$0.00	-\$62.30	\$0.00	\$1,241.34	30.82%	\$858.77
07/2010	235	\$32,316.34	\$308.80	\$521.29	-\$7,381.35	\$0.00	\$39,697.69	0.78%	\$39,388.89
08/2010	0	\$0.00	\$0.00	\$1,911.66	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2010	34	\$6,542.55	\$2,509.30	\$4,405.41	\$898.22	\$0.00	\$5,644.33	44.46%	\$3,135.03
10/2010	0	\$0.00	\$0.00	\$203.58	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	310	\$48,814.32	\$6,532.21	\$9,964.67	-\$5,238.75	\$0.00	\$54,053.07	12.08%	\$47,520.86
01/2011	7	\$1,130.65	\$203.83	\$729.48	\$926.79	\$0.00	\$203.86	99.99%	\$0.03
02/2011	0	\$0.00	\$0.00	\$394.38	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2011	24	\$4,694.68	\$1,577.50	\$202.47	\$705.21	\$0.00	\$3,989.47	39.54%	\$2,411.97
06/2011	0	\$0.00	\$0.00	\$400.75	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2011	0	\$0.00	\$0.00	\$1,241.42	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2011	45	\$13,494.61	\$2,977.97	\$678.12	\$5,509.74	\$0.00	\$7,984.87	37.30%	\$5,006.90
09/2011	0	\$0.00	\$0.00	\$214.52	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	76	\$19,319.94	\$4,759.30	\$3,861.14	\$7,141.74	\$0.00	\$12,178.20	39.08%	\$7,418.90
01/2012	5	\$994.41	\$674.54	\$487.93	-\$156.67	\$0.00	\$1,151.08	58.60%	\$476.54
03/2012	0	\$0.00	\$0.00	\$1,317.71	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2012	2	\$352.41	\$214.05	\$0.00	\$138.26	\$0.00	\$214.15	99.95%	\$0.10
05/2012	0	\$0.00	\$0.00	\$0.59	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2012	0	\$0.00	\$0.00	\$1,443.53	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2012	0	\$0.00	\$0.00	\$874.53	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2012	0	\$0.00	\$0.00	\$1,362.24	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	7	\$1,346.82	\$888.59	\$5,486.53	-\$18.41	\$0.00	\$1,365.23	65.09%	\$476.64
03/2013	0	\$0.00	\$0.00	\$236.71	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2013	0	\$0.00	\$0.00	\$278.43	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2013	0	\$0.00	\$0.00	\$244.05	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2013	66	\$41,070.09	\$5,721.70	\$0.00	\$6,508.50	\$0.00	\$34,561.59	16.56%	\$28,839.89
Year Total	66	\$41,070.09	\$5,721.70	\$759.19	\$6,508.50	\$0.00	\$34,561.59	16.56%	\$28,839.89
01/2014	0	\$0.00	\$0.00	\$315.84	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2014	57	\$44,137.49	\$6,309.81	\$0.00	\$196.94	\$0.00	\$43,940.55	14.36%	\$37,630.74
03/2014	0	\$0.00	\$0.00	\$2,555.68	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2014	0	\$0.00	\$0.00	\$419.95	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2014	0	\$0.00	\$0.00	\$1,785.99	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2014	0	\$0.00	\$0.00	\$2,535.36	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2014	0	\$0.00	\$0.00	\$2.28	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2014	0	\$0.00	\$0.00	\$343.49	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2014	0	\$0.00	\$0.00	\$788.12	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2014	0	\$0.00	\$0.00	\$2,129.06	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2014	0	\$0.00	\$0.00	\$1,672.04	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	57	\$44,137.49	\$6,309.81	\$12,547.81	\$196.94	\$0.00	\$43,940.55	14.36%	\$37,630.74
01/2015	0	\$0.00	\$0.00	\$1,000.35	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	0	\$0.00	\$0.00	\$1,000.35	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Grand Total	548	\$184,264.62	\$33,619.69	\$33,619.69	\$13,063.05	\$0.00	\$171,201.57	19.64%	\$137,581.88

City of Pompano Beach Unsafe Structures (P7342)

The recovery rates for Unsafe Structures are very good; the average is over 30% since October 2009. We have not received new referrals since October 2013.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit

Penn Credit Corporation - Payment Analysis Report

Report Date: 3/9/2015

P7342	City of Pompano Beach									
Mth/Yr	# Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars	
10/2009	70	\$56,354.29	\$13,645.14	\$0.00	\$32,459.96	\$3,863.01	\$23,894.33	57.11%	\$6,386.18	
11/2009	0	\$0.00	\$0.00	\$1,280.73	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
12/2009	7	\$1,246.33	\$518.17	\$1,183.64	\$0.00	\$728.16	\$1,246.33	41.58%	\$0.00	
Year Total	77	\$57,600.62	\$14,163.31	\$2,464.37	\$32,459.96	\$4,591.17	\$25,140.66	56.34%	\$6,386.18	
01/2010	0	\$0.00	\$0.00	\$1,330.78	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
02/2010	12	\$3,604.30	\$1,793.71	\$919.22	\$0.00	\$1,589.15	\$3,604.30	49.77%	\$221.44	
03/2010	0	\$0.00	\$0.00	\$836.69	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
04/2010	4	\$1,795.55	\$0.00	\$259.67	\$0.00	\$1,636.55	\$1,795.55	0.00%	\$159.00	
06/2010	1	\$453.89	\$0.00	\$0.00	\$453.89	\$0.00	\$0.00	NaN	\$0.00	
07/2010	3	\$1,564.18	\$1,266.38	\$1,528.34	\$0.00	\$0.00	\$1,564.18	80.96%	\$297.80	
08/2010	0	\$0.00	\$0.00	\$1,001.45	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
10/2010	11	\$5,772.08	\$1,909.23	\$5,441.53	\$930.31	\$0.00	\$4,841.77	39.43%	\$2,932.54	
11/2010	6	\$6,975.29	\$743.08	\$753.83	\$4,978.43	\$0.00	\$1,996.86	37.21%	\$1,253.78	
Year Total	37	\$20,165.29	\$5,712.40	\$12,071.51	\$6,362.63	\$3,225.70	\$13,802.66	41.39%	\$4,864.56	
01/2011	8	\$5,863.07	\$4,563.30	\$0.00	\$317.00	\$0.00	\$5,546.07	82.28%	\$982.77	
03/2011	0	\$0.00	\$0.00	\$235.54	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
04/2011	16	\$22,152.89	\$2,064.84	\$0.00	\$11,631.34	\$0.00	\$10,521.55	19.62%	\$8,456.71	
05/2011	4	\$3,826.31	\$1,206.20	\$807.02	\$0.00	\$0.00	\$3,826.31	31.52%	\$2,620.11	
06/2011	2	\$1,334.22	\$466.76	\$0.00	\$0.00	\$0.00	\$1,334.22	34.98%	\$867.46	
07/2011	0	\$0.00	\$0.00	\$714.73	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
10/2011	4	\$1,413.74	\$272.54	\$0.00	\$517.07	\$0.00	\$896.67	30.39%	\$624.13	
11/2011	14	\$24,454.55	\$7,334.40	\$0.00	\$269.03	\$0.00	\$24,185.52	30.33%	\$16,851.12	
12/2011	14	\$7,568.42	\$718.82	\$33.35	\$271.37	\$0.00	\$7,297.05	9.85%	\$6,578.23	
Year Total	62	\$66,513.20	\$16,626.86	\$1,790.64	\$13,005.81	\$0.00	\$53,607.39	31.02%	\$36,980.53	
01/2012	0	\$0.00	\$0.00	\$2,814.62	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
02/2012	0	\$0.00	\$0.00	\$272.54	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
03/2012	10	\$4,222.86	\$838.82	\$10,493.69	\$270.20	\$0.00	\$3,952.66	21.22%	\$3,113.84	
04/2012	0	\$0.00	\$0.00	\$1,601.25	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
05/2012	5	\$3,288.56	\$538.06	\$449.74	\$0.00	\$0.00	\$3,288.56	16.36%	\$2,750.50	
06/2012	0	\$0.00	\$0.00	\$466.76	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
07/2012	0	\$0.00	\$0.00	\$2,009.24	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
09/2012	11	\$6,836.16	\$1,912.08	\$271.37	\$0.00	\$0.00	\$6,836.16	27.97%	\$4,924.08	
Year Total	26	\$14,347.58	\$3,288.96	\$18,379.21	\$270.20	\$0.00	\$14,077.38	23.36%	\$10,788.42	
03/2013	0	\$0.00	\$0.00	\$534.55	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
06/2013	0	\$0.00	\$0.00	\$270.20	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
07/2013	0	\$0.00	\$0.00	\$1,333.07	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
09/2013	0	\$0.00	\$0.00	\$992.09	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
10/2013	42	\$39,415.98	\$1,347.65	\$0.00	\$10,350.27	\$0.00	\$29,065.71	4.64%	\$27,718.06	
12/2013	0	\$0.00	\$0.00	\$269.03	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
Year Total	42	\$39,415.98	\$1,347.65	\$3,398.94	\$10,350.27	\$0.00	\$29,065.71	4.64%	\$27,718.06	
05/2014	0	\$0.00	\$0.00	\$269.03	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
06/2014	0	\$0.00	\$0.00	\$308.81	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
08/2014	0	\$0.00	\$0.00	\$270.20	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
12/2014	0	\$0.00	\$0.00	\$1,689.82	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
Year Total	0	\$0.00	\$0.00	\$2,537.86	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
01/2015	0	\$0.00	\$0.00	\$496.65	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
Year Total	0	\$0.00	\$0.00	\$496.65	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
Grand Total	244	\$198,142.67	\$41,139.18	\$41,139.18	\$62,448.87	\$7,816.87	\$135,693.80	30.32%	\$88,737.75	

City of Pompano Beach Parks & Recreation (P7533)

Penn Credit has received 26 accounts since 2010 and has had limited success with recoveries of 5.6% for 2014 referrals.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report									Report Date: 3/9/2015	
P7533	City of Pompano Beach									
Mth/Yr	# Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars	
10/2010	10	\$2,632.21	\$0.00	\$0.00	\$142.51	\$0.00	\$2,489.70	0.00%	\$2,489.70	
Year Total	10	\$2,632.21	\$0.00	\$0.00	\$142.51	\$0.00	\$2,489.70	0.00%	\$2,489.70	
06/2011	1	\$2,087.84	\$0.00	\$0.00	\$0.00	\$0.00	\$2,087.84	0.00%	\$2,087.84	
12/2011	5	\$2,124.80	\$0.00	\$0.00	\$0.00	\$0.00	\$2,124.80	0.00%	\$2,124.80	
Year Total	6	\$4,212.64	\$0.00	\$0.00	\$0.00	\$0.00	\$4,212.64	0.00%	\$4,212.64	
02/2013	1	\$1,550.25	\$0.00	\$0.00	\$0.00	\$0.00	\$1,550.25	0.00%	\$1,550.25	
08/2013	4	\$19,411.53	\$0.00	\$0.00	\$2,690.70	\$0.00	\$16,720.83	0.00%	\$16,720.83	
Year Total	5	\$20,961.78	\$0.00	\$0.00	\$2,690.70	\$0.00	\$18,271.08	0.00%	\$18,271.08	
03/2014	4	\$864.93	\$201.00	\$0.00	\$0.00	\$0.00	\$864.93	23.24%	\$663.93	
06/2014	1	\$2,740.49	\$0.00	\$0.00	\$0.00	\$0.00	\$2,740.49	0.00%	\$2,740.49	
08/2014	0	\$0.00	\$0.00	\$201.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
Year Total	5	\$3,605.42	\$201.00	\$201.00	\$0.00	\$0.00	\$3,605.42	5.57%	\$3,404.42	
Grand Total	26	\$31,412.05	\$201.00	\$201.00	\$2,833.21	\$0.00	\$28,578.84	0.70%	\$28,377.84	

City of Pompano Beach Code Enforcement (P7758)

Penn Credit has a thorough understanding of the resolution process to settle code enforcement liens, from compliance through settlement with the special magistrate. Though Penn Credit has not received any accounts since July 2012, we recovered more than \$27,000 for the City in 2014.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report

Report Date: 3/9/2015

P7758 Mth/Yr	City of Pompano Beach # Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars
01/2012	6	\$5,448,362.40	\$0.00	\$0.00	\$0.00	\$0.00	\$5,448,362.40	0.00%	\$5,448,362.40
02/2012	225	\$80,304,657.07	\$82,933.65	\$1,000.00	\$25,186,848.00	\$0.00	\$55,117,809.07	0.15%	\$55,034,875.42
03/2012	175	\$61,869,249.42	\$48,159.86	\$28,200.00	\$14,626,526.30	\$0.00	\$47,242,723.12	0.10%	\$47,194,563.26
04/2012	0	\$0.00	\$0.00	\$9,000.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2012	0	\$0.00	\$0.00	\$9,525.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2012	0	\$0.00	\$0.00	\$12,649.99	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2012	105	\$46,359,470.55	\$29,454.00	\$550.00	\$16,038,869.50	\$0.00	\$30,320,601.05	0.10%	\$30,291,147.05
08/2012	0	\$0.00	\$0.00	\$8,687.65	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2012	0	\$0.00	\$0.00	\$525.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2012	0	\$0.00	\$0.00	\$8,386.15	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2012	0	\$0.00	\$0.00	\$6,363.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2012	0	\$0.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	511	\$193,981,739.44	\$160,547.51	\$86,486.79	\$55,852,243.80	\$0.00	\$138,129,495.64	0.12%	\$137,968,948.13
01/2013	0	\$0.00	\$0.00	\$3,976.55	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2013	0	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2013	0	\$0.00	\$0.00	\$7,250.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2013	0	\$0.00	\$0.00	\$713.67	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2013	0	\$0.00	\$0.00	\$6,750.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2013	0	\$0.00	\$0.00	\$1,505.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2013	0	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2013	0	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2013	0	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2013	0	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2013	0	\$0.00	\$0.00	\$7,866.50	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2013	0	\$0.00	\$0.00	\$5,500.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	0	\$0.00	\$0.00	\$46,861.72	\$0.00	\$0.00	\$0.00	NaN	\$0.00
01/2014	0	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2014	0	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2014	0	\$0.00	\$0.00	\$999.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2014	0	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2014	0	\$0.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2014	0	\$0.00	\$0.00	\$4,700.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2014	0	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	0	\$0.00	\$0.00	\$27,199.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Grand Total	511	\$193,981,739.44	\$160,547.51	\$160,547.51	\$55,852,243.80	\$0.00	\$138,129,495.64	0.12%	\$137,968,948.13

City of Pompano Beach Micro Enterprise Loans (P7762)

Penn Credit has referred several of these accounts to our local Attorney, Barry Balmuth, to review and potentially proceed with legal collection efforts.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report								Report Date: 3/9/2015		
P7762	City of Pompano Beach									
Mth/Yr	# Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars	
01/2012	3	\$31,868.91	\$0.00	\$0.00	\$0.00	\$0.00	\$31,868.91	0.00%	\$31,868.91	
12/2012	1	\$23,956.32	\$600.00	\$0.00	\$0.00	\$0.00	\$23,956.32	2.50%	\$23,356.32	
Year Total	4	\$55,825.23	\$600.00	\$0.00	\$0.00	\$0.00	\$55,825.23	1.07%	\$55,225.23	
02/2013	0	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
Year Total	0	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00	
01/2014	4	\$62,337.33	\$0.00	\$0.00	\$0.00	\$0.00	\$62,337.33	0.00%	\$62,337.33	
03/2014	6	\$3,125.07	\$0.00	\$0.00	\$0.00	\$0.00	\$3,125.07	0.00%	\$3,125.07	
08/2014	4	\$71,089.91	\$0.00	\$0.00	\$0.00	\$0.00	\$71,089.91	0.00%	\$71,089.91	
Year Total	14	\$136,552.31	\$0.00	\$0.00	\$0.00	\$0.00	\$136,552.31	0.00%	\$136,552.31	
Grand Total	18	\$192,377.54	\$600.00	\$600.00	\$0.00	\$0.00	\$192,377.54	0.31%	\$191,777.54	

City of Pompano Beach Parking Citations (P7818)

Penn Credit received an initial placement of legacy parking citations in June of 2012 of which we have recovered over \$15,000.00, with the recovery rate of 6.7%. This recovery rate is good for legacy files, however, the City can realize additional recoveries and higher rates if they place consistently every month.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report

Report Date: 3/9/2015

P7818 Mth/Yr	City of Pompano Beach # Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars
06/2012	3,930	\$240,113.02	\$15,559.10	\$327.60	\$4,813.21	\$206,639.67	\$235,299.81	6.61%	\$13,101.04
07/2012	0	\$0.00	\$0.00	\$9,229.35	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2012	0	\$0.00	\$0.00	\$1,036.85	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2012	0	\$0.00	\$0.00	\$388.55	\$0.00	\$0.00	\$0.00	NaN	\$0.00
10/2012	0	\$0.00	\$0.00	\$491.40	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2012	0	\$0.00	\$0.00	\$783.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2012	0	\$0.00	\$0.00	\$293.00	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	3,930	\$240,113.02	\$15,559.10	\$12,550.65	\$4,813.21	\$206,639.67	\$235,299.81	6.61%	\$13,101.04
01/2013	0	\$0.00	\$0.00	\$286.65	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2013	0	\$0.00	\$0.00	\$177.45	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2013	2	\$333.45	\$292.50	\$0.00	\$0.00	\$0.00	\$333.45	87.72%	\$40.95
04/2013	0	\$0.00	\$0.00	\$122.85	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2013	0	\$0.00	\$0.00	\$456.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2013	0	\$0.00	\$0.00	\$121.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
07/2013	0	\$0.00	\$0.00	\$81.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2013	0	\$0.00	\$0.00	\$40.95	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2013	0	\$0.00	\$0.00	\$40.95	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	2	\$333.45	\$292.50	\$1,329.55	\$0.00	\$0.00	\$333.45	87.72%	\$40.95
02/2014	0	\$0.00	\$0.00	\$491.35	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2014	0	\$0.00	\$0.00	\$485.93	\$0.00	\$0.00	\$0.00	NaN	\$0.00
04/2014	0	\$0.00	\$0.00	\$333.07	\$0.00	\$0.00	\$0.00	NaN	\$0.00
05/2014	0	\$0.00	\$0.00	\$81.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
06/2014	0	\$0.00	\$0.00	\$81.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
08/2014	0	\$0.00	\$0.00	\$40.95	\$0.00	\$0.00	\$0.00	NaN	\$0.00
09/2014	0	\$0.00	\$0.00	\$81.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
11/2014	0	\$0.00	\$0.00	\$292.50	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	0	\$0.00	\$0.00	\$1,889.50	\$0.00	\$0.00	\$0.00	NaN	\$0.00
03/2015	0	\$0.00	\$0.00	\$81.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	0	\$0.00	\$0.00	\$81.90	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Grand Total	3,932	\$240,446.47	\$15,851.60	\$15,851.60	\$4,813.21	\$206,639.67	\$235,633.26	6.73%	\$13,141.99

City of Pompano Beach EMS Citations (P8351)

Penn Credit began collecting EMS delinquencies for the City in September 2014. We recovered nearly \$10,000.00 in 2014 and the recovery rate is within acceptable ranges when comparing similar accounts from other cities in Florida.

Please refer to the Payment Analysis Report provided on the following page.

Penn Credit Corporation - Payment Analysis Report

Report Date: 3/9/2015

P8351 Mth/Yr	City of Pompano Beach # Referred	\$ Referred	Placement Collections	Monthly Collections	Total Adjustments	Cancellations	\$ Collectable	LIQ%	Active Dollars
09/2014	851	\$794,224.10	\$6,825.52	\$924.30	\$3,720.60	\$0.00	\$790,503.50	0.86%	\$783,677.98
10/2014	279	\$147,603.62	\$6,098.58	\$2,841.16	\$1,801.80	\$0.00	\$145,801.82	4.18%	\$139,703.24
11/2014	0	\$0.00	\$0.00	\$2,621.55	\$0.00	\$0.00	\$0.00	NaN	\$0.00
12/2014	355	\$269,444.59	\$3,549.27	\$3,602.79	\$3,498.30	\$0.00	\$265,946.29	1.33%	\$262,397.02
Year Total	1,485	\$1,211,272.31	\$16,473.37	\$9,989.80	\$9,020.70	\$0.00	\$1,202,251.61	1.37%	\$1,185,778.24
01/2015	0	\$0.00	\$0.00	\$3,392.68	\$0.00	\$0.00	\$0.00	NaN	\$0.00
02/2015	51	\$46,575.36	\$0.00	\$2,851.20	\$0.00	\$0.00	\$46,575.36	0.00%	\$46,575.36
03/2015	0	\$0.00	\$0.00	\$239.69	\$0.00	\$0.00	\$0.00	NaN	\$0.00
Year Total	51	\$46,575.36	\$0.00	\$6,483.57	\$0.00	\$0.00	\$46,575.36	0.00%	\$46,575.36
Grand Total	1,536	\$1,257,847.67	\$16,473.37	\$16,473.37	\$9,020.70	\$0.00	\$1,248,826.97	1.32%	\$1,232,353.60



City Attorney's Communication #2015-717
March 16, 2015

TO: Suzette Sibble, Finance Director

FROM: Jill R. Mesojedec, FRP, Paralegal

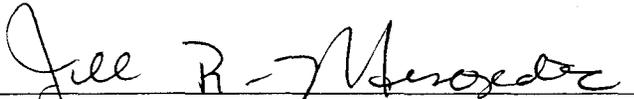
VIA: Gordon B. Linn, City Attorney 

RE: Resolution and First Amendment – Penn Credit Corporation

As requested in your memorandum of March 5, 2015, Finance Department Memorandum 15-47, 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 POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT BETWEEN THE CITY OF POMPAÑO BEACH AND PENN CREDIT CORPORATION RELATING TO SPECIALIZED DEBT COLLECTION SERVICES; PROVIDING AN EFFECTIVE DATE.

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


JILL R. MESOJEDEC

/jrm
l:cor/finance/2015-717

Attachments

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT BETWEEN THE CITY OF POMPANO BEACH AND PENN CREDIT CORPORATION RELATING TO SPECIALIZED DEBT COLLECTION 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 Penn Credit Corporation, relating to specialized debt collection 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 Penn Credit Corporation.

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
3/16/15
l:reso/2015-264

FIRST AMENDMENT

THIS IS A FIRST 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

PENN CREDIT CORPORATION, a Pennsylvania corporation authorized to do business in the State of Florida, and having its principal address at 916 S. 14th Street, Harrisburg, PA 17104, hereinafter referred to as "PENN."

WHEREAS, the CITY and PENN entered into an Agreement for Specialized Debt Collection Services ("Original Agreement"), adopted by Resolution No. 2014-208; and

WHEREAS, the Original Agreement and Resolution provided for a one-year term with a provision for four (4) annual renewals upon mutual agreement; and

WHEREAS, CITY and PENN desire to extend the term of the Original Agreement for an additional year;

NOW, THEREFORE, the CITY and PENN agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement effective April 28, 2014, 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. CITY and PENN hereto agree to extend the Original Agreement for one (1) additional one-year period, ending April 27, 2016.

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 are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"PENN":

Witnesses:

PENN CREDIT CORPORATION

[Signature]
Rhett Baugher

By: [Signature]
Signature

[Signature]
Margaret Weiser

Thomas Foley
Typed, Stamped or Printed Name

COO
Title

STATE OF PENNSYLVANIA
COUNTY OF DAUPHIN

The foregoing instrument was acknowledged before me this 24th day of March, 2015 by Thomas F. Foley, Jr as COO of PENN CREDIT CORPORATION, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Tracy Grohman, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Aug. 30, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
NOTARY PUBLIC, STATE OF PENNSYLVANIA
Tracy Grohman
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
3/16/15
l:agr/finance/2015-716

RESOLUTION NO. 2014-208

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR DEBT COLLECTION SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PENN CREDIT CORPORATION; 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 Penn Credit Corporation, relating to debt collection services, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

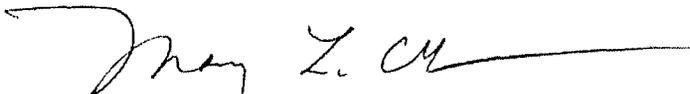
SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Penn Credit Corporation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of April, 2014.


LAMAR FISHER, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

8/2/16

CITY OF POMPANO BEACH

Agreement

For

Specialized Debt Collection Services

with

PENN CREDIT CORPORATION



TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Scope	3
2	Term	4
3	Compensation and Method of Payment	4
4	Responsibility of Penn Credit Corporation, Inc. (PCC)	4
5	Records	5
6	Miscellaneous	6
6.1	Ownership of Documents	6
6.2	Termination	6
6.3	Equal Opportunity Employment	7
6.4	Public Entity Crimes Act	7
6.5	Assignment	8
6.6	Indemnification of City	8
6.7	Insurance	8
6.8	Independent Contractor	10
6.9	Laws and Regulations	10
6.10	Contract Administration	10
6.11	No Contingent Fee	10
6.12	Governing Law and Venue	10
6.13	Attorney's Fees	11
6.14	Authority to Engage in Business	11
6.15	Entire Agreement	11
6.16	Force Majeure	11
6.17	Severability	13
6.18	Waiver	11
6.19	Notices	11
6.20	Binding Effect	12
6.21	Authority of PCC	12
6.22	Approvals	12
6.23	Interpretation	12

**AGREEMENT
FOR
SPECIALIZED DEBT COLLECTION SERVICES**

THIS AGREEMENT FOR SPECIALIZED DEBT COLLECTION SERVICES made and entered into this 28th day of April, 2014, by and between:

THE CITY OF POMPANO BEACH ("CITY"), a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060

and

PENN CREDIT CORPORATION ("PCC"), a Pennsylvania for profit corporation authorized to transact business in Florida and doing so as PENN/CENTRAL CORPORATION, whose address is 916 South 14th Street, Harrisburg, Pennsylvania 17104.

WHEREAS, the CITY requires debt collections services which PCC is capable of providing under the terms and conditions hereinafter described or referenced; and

WHEREAS, PCC is able and prepared to provide such services as CITY does hereinafter require, under the terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows.

**ARTICLE 1
SCOPE OF SERVICES**

PCC shall provide debt collection services for the CITY's delinquent accounts, to include, but not limited to, parking citations, utility bills, special assessments and code enforcement liens. PCC agrees to utilize the approach, activities and work products set forth in Exhibit A attached hereto and made a part hereof .

The CITY's goal is to turn over delinquent accounts within one hundred eighty (180) days from the delinquency date. PCC will have forty-five (45) days to commence working each delinquent account. If not successful in collecting the account after one hundred eighty (180) days of receipt from CITY, the delinquent account may be considered for withdrawal and returned to CITY. PCC shall not receive a collection fee on a withdrawn account unless PCC receives payment on an account within five (5) working days from the date CITY requests said account be withdrawn.

The CITY's Finance Director or designee reserves the following rights: (1) to determine which accounts are delinquent and to be turned over to PCC for collection; (2) to decide which collection techniques PCC should utilize; and (3) to take back any assigned delinquent account(s).

ARTICLE 2 TERM

This Agreement shall commence on the date it is executed by all parties and shall continue for a one (1) year period. At the end of the foregoing one (1) year period and at the CITY's sole option, this Agreement may be extended for up to four (4) additional (1) year terms upon thirty (30) days prior written notice to PCC.

ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

The City's compensation to be paid to PCC by the CITY for the services rendered hereunder shall be a seventeen percent (17%) add-on for non-legal referral accounts or a twenty-seven percent (27%) add-on for litigation referral accounts of the total amount recovered whether paid by a debtor to PCC or directly to CITY. PCC shall add the "collection fee" to the total amount owed upon receipt of the account from CITY for collection. However, should PCC negotiate a settlement with the debtor acceptable to CITY, PCC will be compensated at the foregoing rates as a percentage of the amount recovered.

ARTICLE 4 RESPONSIBILITIES OF PCC

- 4.1 The CITY agrees to provide PCC evidence of indebtedness in accordance with this Article and Article I above. PCC shall have full right and power to do in its own name and on its own behalf, all of the things that may be legally required and permissible to enforce and collect the assigned delinquent accounts and to receive payment in accordance with the terms of this Agreement.
- 4.2 PCC shall endeavor to collect all sums due and owing CITY and shall exercise its professional judgment in collecting, settling, and compromising all accounts assigned hereunder.
- 4.3 In addition to communicating in English, PCC will accommodate the CITY's Spanish, Creole and Portuguese speaking debtors by referring their accounts to PCC staff that are fully capable of communicating in their respective language(s).
- 4.4 PCC 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. PCC shall not make any statements or take any actions detrimental to this effort.
- 4.5 PCC also agrees that any and all information PCC secures attendant to the delinquent accounts will be held in the strictest of confidence and used for the sole purpose of collections.
- 4.6 Except as otherwise provided in this Agreement, PCC shall undertake to collect all debts described in Article I. PCC shall not negotiate to reduce delinquent amounts nor offer a waiver of penalty charge(s) on any CITY account without first forwarding CITY a written request for such authority and subsequently receiving written approval from the CITY's Finance Director.
- 4.7 To ensure full payment is received on all CITY accounts, PCC agrees to calculate daily fines or accruing interest as applicable.

- 4.8 PCC agrees to abide by the following protocols when attempting to collect outstanding Code Enforcement liens assigned by CITY.
- a. For Code Enforcement cases assigned to PCC in non-compliant status, PCC will instruct debtors to arrange for a CITY Code Enforcement Inspector to inspect the subject property and document compliance prior to filing an Application For Relief with the Office of the Special Magistrate.
 - b. For Code Enforcement cases assigned to PCC in compliant status, PCC will instruct debtors to file an Application for Relief with the Office of the Special Magistrate.
 - c. PCC is authorized to negotiate a reduced fine or a payment plan with the debtor, as it relates to Code Enforcement cases, if the property has been brought into compliance; however, such agreed upon settlement amount must be approved by the City Manager or his/her designee.
- 4.9 Upon CITY's request, PCC agrees to release all right, title and interest in any delinquent City account it is assigned. PCC also agrees to cease all activities to recover the sums due and that all rights, title and interest in any such recalled debt shall thereafter remain with CITY.
- 4.10 PCC agrees to have a review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. PCC agrees that such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- 4.11 PCC agrees to comply with the Federal Trade Commission's Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003 (Code of Federal Regulations, Title 16, Part 681.2).
- 4.12 Within ten (10) days following the end of each calendar month of the collection period, PCC shall render the gross amount recovered hereunder by check made payable to the City of Pompano Beach which shall be mailed to the attention of the CITY's Finance Director, Suzette Sibble, at 100 West Atlantic Boulevard, Pompano Beach, FL 33060 (Room 480).
- The check for such collected amounts shall be accompanied by a monthly data report in accordance with the requirements of Article 5 herein as well as an invoice for the seventeen percent (17%) non-legal referral commission or twenty-seven percent (27%) legal referral commission due PCC. Any expenditure by PCC on debts that are uncollectible for any reason is the sole responsibility of PCC and not subject to reimbursement by the CITY.
- 4.13 When required, PCC will seek authorization from the City Manager or his/her designee prior to forwarding an account (s) to an attorney for collection and, if necessary, the filing of a legal action. PCC shall advance all costs through litigation and recover said costs from the first monies collected.
- 4.14 Since the City is relying on PCC's professional recommendation as to which cases should be litigated, CITY will not be responsible for payment of any litigation costs not recovered in the litigation, such as court ordered property owner's costs, attorney's fees etc.

ARTICLE 5 RECORDS

- 5.1 PCC shall keep such records and accounts and require any and all agencies and sub-agencies to keep records and accounts as may be necessary in order to record complete and correct entries as to the

services rendered hereunder. All such records shall be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete and incorrect entries in such records will be grounds for the CITY's disallowance of any fees based upon such entries as well as the termination of this Agreement.

5.2 As directed by CITY, PCC agrees to maintain separate receivable accounts on the different account types received from CITY. PCC further agrees to provide CITY separate monthly reports on each different account type in accordance with the requirements of this Article.

5.3 PCC agrees to submit monthly data reports without charge to CITY by mailing a hard copy and electronically submitting a copy in Excel. Said monthly reports shall include the following information:

a. A list of all accounts CITY has assigned PCC for collection

and

b. A list of all documents extracted from the public records related to each account assigned to PCC for collection.

The monthly reports referred to in (A) and (B) above shall, at a minimum, include the following information:

- i. Specify the account type, to wit, parking citation, utility bill, nuisance abatement, unsafe structure, code enforcement lien, etc...
- ii. The dollar amount of outstanding debts outstanding;
- ii. The dollar amount of debts collected for the month;
- iii. The dollar amount of cumulative debt collected to date;
- iv. Final disposition and justification of non-collectability;
- v. Performance Analysis Report; and
- vi. Any other information which CITY may request from time to time.

5.4 PCC shall deposit all payments into their client trust account on behalf of CITY and disburse funds monthly by check or ACH to the CITY's Finance Director, Suzette Sibble, at 100 West Atlantic Boulevard, Pompano Beach, FL 33060. A detailed statement of collections must also be provided with payment.

ARTICLE 6 MISCELLANEOUS

6.1 OWNERSHIP OF DOCUMENTS

All documents and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the services provided hereunder are fully completed.

6.2 TERMINATION

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, PCC shall be paid its compensation for services performed to termination date.

In the event PCC abandons this Agreement or causes it to be terminated by CITY, PCC shall indemnify CITY against any loss pertaining to this termination. All finished or unfinished documents, data and reports prepared by PCC shall become the property of CITY and shall be delivered to CITY within five (5) calendar days.

For purposes of this Agreement, termination by City for cause includes, but is not limited to, any of the following circumstances:

- 6.2.1 PCC's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after CITY's delivery of a written notice to PCC of such breach or default;
- 6.2.2 PCC's debt collection license with the State of Florida terminates for any reason;
- 6.2.3 PCC becomes insolvent;
- 6.2.4 PCC takes the benefit of any present or future insolvency statute;
- 6.2.5 PCC makes a general assignment for the benefit of creditors;
- 6.2.6 PCC files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 6.2.7 PCC consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 6.2.8 A petition under any present or future insolvency laws or statute is filed against PCC and such petition is not dismissed within thirty (30) days after its filing; or
- 6.2.9 Any assignment by PCC of any choice in action or debt presented to it by the CITY, any assignment of this Agreement in whole or in part, or any of PCC's rights and obligations hereunder.

PCC recognizes and agrees that in the event this Agreement terminates or expires, it will be necessary for PCC to assist the CITY and/or PCC's selected successor with an orderly transition and disposition of all CITY accounts previously assigned to it. PCC shall be paid in accordance with Article III for all collection services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

6.3 EQUAL OPPORTUNITY EMPLOYMENT

PCC agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability. This

provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

6.4 PUBLIC ENTITY CRIMES ACT

Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, PCC certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

6.5 ASSIGNMENT

PCC shall not assign all or any portion of this Agreement without City's prior written consent and it is agreed that PCC shall seek such consent not less than thirty (30) days prior to the date of any proposed assignment.

6.6 INDEMNIFICATION OF CITY

6.6.1 PCC shall at all times indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of PCC, its agents, or employees in the performance of services under this Agreement.

6.6.2 PCC shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of PCC resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

6.6.3 PCC acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by PCC, and that CITY's entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

6.7 INSURANCE

PCC shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance; Liability Insurance as outlined below; and Errors and Omissions and Fiduciary Liability Insurance, with minimum coverage amounts acceptable to CITY. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

PCC shall specifically protect CITY by naming the CITY OF POMPANO BEACH as an additional insured on the Comprehensive General Liability Insurance and Errors & Omissions and Fiduciary Liability Insurance policies hereinafter described.

PCC agrees to maintain Errors & Omissions and Fiduciary Liability Insurance that provides at least \$1 million in coverage, in addition to the following insurance requirements deemed necessary under this Agreement.

- 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 shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	Each Occurrence/Aggregate
GENERAL LIABILITY	
<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>	
XX comprehensive form	
XX premises - operations	bodily injury
— explosion & collapse hazard	property damage
— underground hazard	
— products/completed operations hazard	bodily injury and property damage
XX contractual insurance	property damage
XX broad form property damage	combined
XX independent contractors	
XX personal injury	personal injury

AUTOMOBILE LIABILITY	
<i>MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE</i>	
	bodily injury (each person)
	bodily injury (each accident)
XX comprehensive form	property damage
XX owned	bodily injury and property damage
XX hired	property damage
XX non-owned	combined

EXCESS LIABILITY	
XX umbrella form	bodily injury and property damage
— other than umbrella	combined
	\$1,000,000.
	\$1,000,000.

PCC shall provide CITY a Certificate of Insurance or a copy of all insurance policies required under this Agreement within ten (10) days after execution of this Agreement. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of any and all policies required under this Agreement.

6.8 INDEPENDENT CONTRACTOR

It is expressly agreed that PCC in the performance of all work, services, and activities under this Agreement, is and shall be an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to PCC's sole direction, supervision and control.

PCC shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects PCC's relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

6.9 LAWS AND REGULATIONS

It is further understood by the parties that PCC will, in carrying out its duties and responsibilities under this Agreement, abide by all applicable federal, state and local laws including, but not limited to, standards of licensing and the Fair Debt Collection Practices Act. PCC agrees to pursue only reasonable collection techniques and will not use any collection techniques which reflect adversely upon the CITY. If CITY, in its sole discretion, deems any technique utilized by PCC to be unreasonable or not in the best interest of the CITY, PCC shall cease and desist from using such techniques upon CITY's written notice.

6.10 CONTRACT ADMINISTRATOR

The CITY'S Finance Director or designee shall serve as the CITY'S Contractor Administrator during the performance of services under this Agreement.

Thomas Perrotta, VP of Collections, shall serve as PCC's Contractor Administrator during the performance of services under this Agreement.

6.11 NO CONTINGENT FEE

PCC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for PCC, 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 PCC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

6.12 GOVERNING LAW AND VENUE

The 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.

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 or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.13 ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6.14 AUTHORITY TO ENGAGE IN BUSINESS

PCC 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 Contract Administrator or Purchasing Administrator upon request.

6.15 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, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representative for both parties.

6.16 FORCE MAJEURE

PCC shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of PCC. Such events may include, but are not limited to the following: acts of God; fire; epidemics; earthquake; flood or other natural disaster; acts of the government; riots; strikes; and war or civil disorder.

6.17 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 of provisions of this Agreement shall remain in full force and effect.

6.18 WAIVER

Any waiver of any breach or 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 to otherwise.

6.19 NOTICES AND DEMANDS

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been

changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For City of Pompano Beach:

Suzette Sibble, Finance Director
City of Pompano Beach (Rm 480)
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
suzette.sibble@copbfl.com

With a copy to:

Fawn Powers, Assist. City Attorney
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Fawn.powers@copbfl.com

For PCC:

Richard S. Templin, President
Penn Credit Corporation
916 South 14th Street
Harrisburg, PA 17104
richard.templin@penncredit.com

6.20 BINDING EFFECT

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto as well as their administrators, successors and/or assigns.

6.21 AUTHORITY OF PCC

By execution of this Agreement, PCC does hereby certify to CITY that the officer executing this Agreement has been duly authorized by proper resolution(s) of the Board of Directors to enter into, execute and deliver this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement.

6.22 APPROVALS

Whenever in the Agreement, CITY approval or approval of CITY designees shall be required for any action, said approvals shall not be unreasonably withheld.

6.23 INTERPRETATION

This Agreement shall be interpreted as drafted by both parties hereto equally and each party had the opportunity to be represented by counsel of their choice.

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

"CITY"

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 instrument was acknowledged before me this 28th day of April, 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.

[Signature]

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)



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

Commission Number

"PCC"

Witnesses:

Penn Credit Corporation
916 S. 14th Street
Harrisburg, PA 17104

Maryanne Kreiser

By: [Signature]
Richard S. Templin, President
Penn Credit Corporation
916 South 14th Street
Harrisburg, PA 17104

[Signature]

STATE OF PENNSYLVANIA
COUNTY OF Dauphin

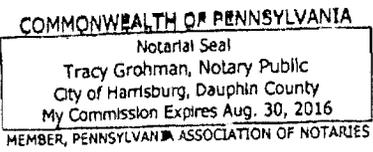
The foregoing instrument was acknowledged before me this 7th day of April, 2014
by **RICHARD S. TEMPLIN** as President of PENN CREDIT CORPORATION, who is personally known to
me or who has produced _____ as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF PENNSYLVANIA

Tracy Grohman
(Name of Acknowledger Typed, Printed or Stamped)

1063315
Commission Number



Meeting Date: April 14, 2015

Agenda Item

8

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA HOUSING FINANCE CORPORATION FOR HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM AN EFFECTIVE DATE.**

Summary of Purpose and Why:

The City Commission approved the City's current HHF Advisor Services contract with the Florida Housing Finance Corporation dated August 12, 2013 in which the City agreed to provide advisor services to clients of the State's Hardest Hit Fund Principal Reduction Program. Florida Housing and The Office of Housing and Urban Improvement wish to renew the Contract for the first one-year renewal term and also wish to amend certain provisions of the contract with respect to administration of the program.

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Mark Korman/Miriam Carrillo, Director Ext. 4656
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>OHUI</u>	<u>3/19/15</u>	<u>Approval</u>	<u>[Signature]</u>
<u>City Attorney</u>	<u>4/8/15</u>	<u>Approval</u>	<u>[Signature]</u>
<u>FINANCE</u>	<u>4/8/15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]
 Dennis W. Beach

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA HOUSING FINANCE CORPORATION FOR HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a First Amendment to Contract between the City of Pompano Beach and Florida Housing Finance Corporation, 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 Florida Housing Finance Corporation.

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 #2015-712

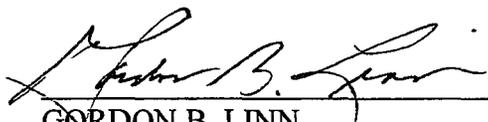
March 13, 2015

TO: Mark Korman, Program Compliance Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – First Amendment / HFA Advisor Services

As requested in your e-mail of March 12, 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 FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA HOUSING FINANCE CORPORATION FOR HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND PRINCIPAL REDUCTION PROGRAM; PROVIDING AN EFFECTIVE DATE.

Prior to submitting the resolution to the City Commission, please attach the appropriate city signature page to the agreement.


GORDON B. LINN

GBL/jrm
L:cor/comdev/2015-712

Attachment

**FIRST AMENDMENT
TO CONTRACT NUMBER 2010-07-02-063 PRP**

This FIRST AMENDMENT (“Amendment”) to HFA Hardest Hit Fund Principal Reduction Program CONTRACT NUMBER 2010-07-02-063 PRP is entered into effective as of April 1, 2015 (“Effective Date”) by and between the FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CITY OF POMPANO BEACH (“Service Provider”).

RECITALS

- A. Florida Housing and Service Provider entered into Principal Reduction Program Contract Number 2010-07-02-063 PRP, dated 8/12/2013 (“Contract”) wherein Service Provider agreed to provide or perform advisor services pursuant to RFQ 2010-07. As used herein, “Contract” shall include within its meaning any modification or amendment to the Principal Reduction Contract.
- B. The initial term of the Contract was for two (2) years, beginning on 8/12/2013 and ending on 8/11/2015 (“Original Expiration Date”)
- C. Section 4. of the Contract provides that the Contract may be renewed for three (3), one-year terms.
- D. Florida Housing and Service Provider wish to renew the Contract for the first one-year renewal term, subject to the terms and conditions set forth below.
- E. Florida Housing and Service Provider also wish to amend certain provisions of the Contract, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be deemed effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. Sections 6, and 11(a) of the Contract are hereby amended and restated as follows:

“6. COMPENSATION”

For purposes of determining if a file is a Tier I, II, III or IV file, and thus entitled to compensation at the corresponding rates as set forth below, Florida Housing shall use the tier descriptions as set forth in the FLORIDA HOUSING FINANCE CORPORATION PR HHF DOCUMENT and ELIGIBILITY DETERMINATION CHECKLISTS (the “PR HHF Advisor Checklists”) dated February 2015, as amended from time to time, to compensate the HHF Advisor for eligibility determination services rendered. The PR HHF Advisor Checklists are subject to amendment from time to time during the term of this Contract by Florida Housing; amended and updated PR HHF Advisor Checklists will be made available to the HHF Advisor in the Counselor Direct system. Compensation rates shall be based on the tier descriptions in the HHF Advisor Checklists in effect at the time the eligibility determination is made for an Applicant. As used herein, the term PR HHF Advisor Checklists shall mean the PR HHF Advisor Checklists as amended or modified from time to time during the term of this Contract.

The HHF Advisor shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

- **Determination of eligibility for Principal Reduction:**
 - **For Applicants whose first eligibility determination is made under the criteria set forth in the HHF-PR Advisor Procedures Manual:**
 - **Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing:**
 - Tier IV files: \$500;
 - Tier III files: \$400;
 - Tier II files: \$300; and
 - Tier I files: \$200;
 - **Determined ineligible due to initial credit failure: \$200;**
 - **Determined ineligible by the HHF Advisor and subsequently confirmed ineligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedures Manual: \$75;**
 - **For Applicants determined ineligible by the HHF Advisor when initially reviewed where it was determined by Florida Housing that the proper documentation to support the ineligibility determination was not provided, the HHF Advisor will be required to submit the proper documentation.**

Upon receipt of proper documentation as verified by Florida Housing to support the ineligibility determination: \$35;

- Applicants previously determined ineligible under the eligibility criteria set forth in the HHF-PR Advisor Procedures Manual (where an ineligibility letter was issued and an Advisor Agency was paid for an eligibility determination):
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual: \$425 maximum;
 - Remain ineligible under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual – no payment;
- Applicants previously determined ineligible due to initial credit failure:
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual:
 - Tier IV files: \$300;
 - Tier III files: \$200;
 - Tier II files: \$100; and
 - Tier I files: no payment;
 - Remain ineligible under the eligibility criteria as set forth in the HHF-PR Advisor Procedure Manual – no payment;
- For eligible self-employed borrowers or co-borrowers, Tier II shall be the minimum compensation level;
- Payment for eligibility determinations shall be capped at one (1) ineligible and one (1) subsequent eligible determination, if applicable, per client; and

➤ Loan Closing - \$100.

11. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: contracts.manager@floridahousing.org

3. Renewal. The Contract, as amended, is hereby renewed for the first one-year renewal term, beginning at midnight on the Original Expiration Date and ending August 31, 2016. It is the intent of the parties that the renewal term of the Contract end on a date that coincides with the last day of a calendar month such that the term of this Contract and the terms of other HHF Advisor contracts which are being amended and renewed simultaneously herewith end on a common date. To that end, the parties agree that the term of the renewal period may be more or less than one calendar year depending on the Original Expiration Date, but that such term shall nevertheless represent the first of the three (3) one-year renewal terms as provided in the Contract. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

4. General Terms and Conditions.

(a) This Amendment shall be attached to and made a part of the Contract. Provided, the failure to physically attach this Amendment to the Contract shall not, of itself, affect the validity and enforceability of the Amendment in accordance with its terms.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable

under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

IN WITNESS WHEREOF, Florida Housing and Service Provider have executed this FIRST AMENDMENT to Principal Reduction Contract Number 2010-07-02-063 PRP, by a duly authorized representative, effective as of the Effective Date.

CITY OF POMPANO BEACH

By: _____

Name: _____

Title: _____

Service Provider FEIN: _____

Date: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Stephen P. Auger, as Executive Director

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

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 CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA HOUSING FINANCE CORPORATION FOR HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND UNEMPLOYMENT MORTGAGE ASSISTANCE PROGRAM AND MORTGAGE LOAN REINSTATEMENT PROGRAM; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Second Amendment to Contract between the City of Pompano Beach and Florida Housing Finance Corporation, 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 Florida Housing Finance Corporation.

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 #2015-711

March 13, 2015

TO: Mark Korman, Program Compliance Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Second Amendment / HFA Advisor Services

As requested in your e-mail of March 12, 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 CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA HOUSING FINANCE CORPORATION FOR HHF ADVISOR SERVICES FOR THE HFA HARDEST HIT FUND UNEMPLOYMENT MORTGAGE ASSISTANCE PROGRAM AND MORTGAGE LOAN REINSTATEMENT PROGRAM; PROVIDING AN EFFECTIVE DATE.

Prior to submitting the resolution to the City Commission, please attach the appropriate city signature page to the agreement.

GORDON B. LINN

GBL/jrm
L:cor/comdev/2015-711

Attachment

**SECOND AMENDMENT
TO CONTRACT NUMBER 2010-07-02-063**

THIS SECOND AMENDMENT ("Amendment") to CONTRACT NUMBER 2010-07-02-063 is entered into effective as of April 1, 2015 ("Effective Date") by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic ("Florida Housing"), and CITY OF POMPANO BEACH ("Service Provider").

RECITALS

- A. Florida Housing and Service Provider entered into Contract Number 2010-07-02-063, dated 7/23/2012 ("Contract") wherein Service Provider agreed to provide or perform advisor services pursuant to RFQ 2010-07. As used herein, "Contract" shall include within its meaning any modification or amendment to the Contract.
- B. The initial term of the Contract was for two (2) years.
- C. Section 4. of the Contract provides that the Contract may be renewed for three (3), one-year terms.
- D. Florida Housing and Service Provider previously amended certain provisions of the Contract and renewed its term for the first one-year renewal by First Amendment to Contract dated June 10, 2014.
- E. Florida Housing and Service Provider wish to further amend certain provisions of the Contract and, in connection therewith, renew the Contract for the second one-year renewal term, subject to the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be deemed effective as of the Effective Date. The above recitals are true and correct and form a part of this Amendment.
- 2. Amendment. Sections 6 and 11(a) of the Contract are hereby amended and restated as follows:

“6. COMPENSATION

For purposes of determining if a file is a Tier I, II, III or IV file, and thus entitled to compensation at the corresponding rates as set forth below, Florida Housing shall use the tier descriptions as set forth in the FLORIDA HOUSING

FINANCE CORPORATION UMAP/MLRP HHF DOCUMENT and ELIGIBILITY DETERMINATION CHECKLISTS (the “HHF Advisor Checklists”) dated February 2015, as amended from time to time, to compensate the HHF Advisor for eligibility determination services rendered. The HHF Advisor Checklists are subject to amendment from time to time during the term of this Contract by Florida Housing; amended and updated HHF Advisor Checklists will be made available to the HHF Advisor in the CounselorDirect system. Compensation rates shall be based on the tier descriptions in the HHF Advisor Checklists in effect at the time the eligibility determination is made for an Applicant. As used herein, the term HHF Advisor Checklists shall mean the HHF Advisor Checklists as amended or modified from time to time during the term of this Contract.

The HHF Advisor shall not be permitted to charge the Applicant for any services rendered under this Contract. All compensation will be supplied under the terms of this Contract in amounts set forth below:

- Determination of eligibility for UMAP/MLRP:
 - For Applicants whose first eligibility determination is made under the criteria set forth in the HHF-Advisor Procedures Manual:
 - Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing:
 - Tier IV files: \$500;
 - Tier III files: \$400;
 - Tier II files: \$300; and
 - Tier I files: \$200;
 - For self-employed borrowers or co-borrowers, Tier II shall be the minimum compensation level;
 - Determined ineligible by the HHF Advisor and subsequently confirmed ineligible by Florida Housing: \$75;
 - For Applicants determined ineligible by the HHF Advisor when initially reviewed where it was determined by Florida Housing that the proper documentation to support the ineligibility determination was not provided, the HHF Advisor will be required to submit the proper documentation. Upon receipt of proper documentation as verified by Florida Housing to support the ineligibility determination: \$35;
 - Applicants previously determined ineligible under the eligibility criteria set forth in any version of the HHF-Advisor Procedures

Manual dated prior to June 2012 (where an ineligibility letter was issued and an Advisor Agency was paid for an eligibility determination):

- Determined eligible by the HHF Advisor and subsequently confirmed eligible by Florida Housing under the eligibility criteria as set forth in the HHF-Advisor Procedure Manual dated June 2012 or later:
 - Tier IV files: \$400;
 - Tier III files: \$300;
 - Tier II files: \$200; and
 - Tier I files: \$100
 - For eligible self-employed borrowers or co-borrowers, Tier II shall be the minimum compensation level;
 - Remain ineligible under the eligibility criteria as set forth in the HHF-Advisor Procedure Manual dated June 2012 or later – no payment;
 - Payment for eligibility determinations shall be capped at one (1) ineligible and one (1) subsequent eligible determination, if applicable, per client;
- Closing - \$100; and
- Quarterly case management - \$150 per quarter per Applicant.

11. ADMINISTRATION OF CONTRACT

(a) The Florida Housing contract administrator for this Contract is:

Contracts Manager
Florida Housing Finance Corporation
227 North Bronough St., Suite 5000
Tallahassee, Florida 32301-1329
Phone: (850) 488-4197
Facsimile: (850) 414-6548
E-mail: contracts.manager@floridahousing.org”

3. Renewal. The Contract, as amended, is hereby renewed for the second one-year renewal term, beginning July 1, 2015 and ending June 30, 2016. Subject to any previous amendments or modifications and except as otherwise provided in this Amendment, the Contract shall stand renewed upon its same terms and conditions.

4. General Terms and Conditions.

(a) This Amendment shall be attached to and made a part of the Contract. Provided, the failure to physically attach this Amendment to the Contract shall not, of itself, affect the validity and enforceability of the Amendment in accordance with its terms.

(b) This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

(d) This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

(e) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

(f) Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, Florida Housing and Service Provider have executed this SECOND AMENDMENT to Contract Number 2010-07-02-063, by a duly authorized representative, effective as of the Effective Date.

CITY OF POMPANO BEACH

By: _____

Name: _____

Title: _____

Service Provider FEIN: _____

Date: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____
Stephen P. Auger, as Executive Director

Date: _____

Meeting Date: April 14, 2015

Agenda Item

10

REQUESTED COMMISSION ACTION:

X 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 EVELYNE "LYNNE" WARRICK TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE 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.

The Education Advisory Committee consists of the following members: Barbara Armbrister-Boynton (District 5) appointed by Mayor Fisher; Ralph E. Marchand (District 1) appointed by Comr. Dockswell; Gwendolyn Leys (District 3) appointed by Comr. Hardin; Elizabeth Robinson Massey (District 4) appointed by Comr. Phillips; Jeannie Wilson (District 5) appointed by Comr. Moss.

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

DEPARTMENTAL COORDINATION City Clerk's Office DATE 3/26/15 DEPARTMENTAL RECOMMENDATION Approve DEPARTMENTAL HEAD SIGNATURE Asceleta Hammond

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance 1st Reading, Resolution 1st Reading, Consideration Results, Workshop Results. Includes lines for 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 **EVELYNE “LYNNE” WARRICK** TO THE EDUCATION ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE FOR A TERM TO COINCIDE WITH THE TERM OF THE APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Evelyne “Lynne” Warrick 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 Evelyne “Lynne” Warrick is hereby appointed to the Education Advisory Committee as appointee of Vice Mayor Charlotte Burrie 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 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: Evelyne "Lynne" WARRICK
(Optional)

Residence Information:

Home Address: 1010 S Ocean Blvd
City/State/Zip: Pompano Beach Pompano 33062-6630
Home Phone: 954-545-9377 Cell Phone: 954-732-4121
Email: lwei1lwei2@aol.com Fax: 954-492-9630

Business Information:

Employer/Business Name: Lynne Warrick ENTERPRISES Inc.
Current Position / Occupation: President
Business Address: 5601 Powerline Rd suite 106
City/State/Zip: FT LAUDERDALE FL 33309
Business Phone: 954-492-9650 Fax: 954-492-9630 Email: lwei1lwei2@aol.com
X238

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: Ret Gov Program Mgr
DOD

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 type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: RAHWAY High School, Monmouth COLLEGE,
Webster Business School, Program Management
COURSE in Germany for Corps of Engineers Construction
for NATO, USN military Commanders COURSE

Experience: 30 years in program mgt for military COMMANDS
in business for since 1982 incorporated LWEIF in
The Commonwealth of VA in 1989. RELOCATED LWEIF
Past Positions: when I moved to Pompano Beach.

President, NATIONAL COLOR Inc; President, LWEIF,
founder of The Florida Education Fish Fdn in
2001, CURRENTLY spearheading AIDS &

Hobbies: ENVIRONMENTAL SERVICES, Continuation of
International Cultural Exchange through
interface with colleges specializing in
business assisting undergrads to their
continue their EDUCATION by obtaining their
MASTERS in business.

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

Signature: Evelyn Warwick

Date: 12 May 2011

Initials of Clerk or Deputy: MS

Date received or confirmed: 5/18/11

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

You can see my web sites @
www.kidsfish.org
www.lwei.us
www.BanAidsJan, weebly.com
e-mail: Lwei1Lwi2@aol.com

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.

Lynne Warrick Enterprises, Inc. (LWEI)

For National and International Development Research, Training, Education, and Consulting Services

Mission Statement

LWEI mission is to establish a profit making enterprise. The LWEI Directors will utilize their experience in integrated approach for planning and implementing economically based projects in developing nations. Appropriate technologies will be consistent with local conditions, cultures and sound financial economic planning and investment development. Emphasis will be placed on export oriented products to enhance foreign exchange. To the greatest extent possible, conferences, seminars and training meetings will be planned, implemented and managed by the experienced team of LWEI.

Capabilities

LWEI associates have a diverse experience in areas such as micro enterprise and small business development, marketing and business management, multi-cultural and international education, public health, population, family planning, nutrition, and epidemiology, video production and multi-media technology.

LWEI associates have excellent records in developing and implementing national and international projects. They have also planned, organized and managed national and international conferences and seminars. Their research, training and consulting activities have covered countries in five continents.

In addition, LWEI associates are experienced in conducting needs assessments, feasibility studies, project conceptualization, design planning and implementation, administration, monitoring and evaluation, as well as program management. They have conducted successful research and designed effective training programs for educational institutions, corporations, US and Foreign Government and United Nations Agencies.

Languages

English, French, Spanish, Arabic, and Amharic

For Further Information

Contact: Lynne Warrick, President

8350 Greensboro Drive, Suite 105
McLean, Virginia 22102, USA

Telephone: (703) 734-2803
Facsimile: (703) 734-3069

email: LWEI1LWI2@aol.com

Education Advisory Committee		MEMBERS				
Name	Address	District	Phone	Appointed	Expires	Reso No.
Barbara Armbrister-Boynton Mayor Fisher's Appointee	3528 Sahara Springs Blvd. (33069) bbkitty@bellsouth.net	5	954-974-4141 h 954-480-7939 c	5/14/2013	11/6/2015	2013-234
Ralph E. Marchand Comr. Dockswell's Appointee	111 N. Pompano Beach Blvd. apt. 413 (33062)	1	954-942-8594	2/27/2015	11/6/2016	2015-187
VACANCY						
Vice Mayor Burrie's Appointee					11/6/2016	
Gwendolyn Leys Comr. Hardin's Appointee	620 S.E. 5th Terrace(33060) gsleysrn@bellsouth.net	3	954-942-8108 h 954-647-3539 c	11/10/2014	11/6/2016	2015-61
Elizabeth Robinson Massey Comr. Phillips Appointee	540 N. W. 18th Street (33060)	4	954-941-6437	2/24/2015	11/6/2015	2015-186
Jeannie Wilson Comr. Moss' Appointee	616 Gardens Drive, #101 (33069)	5	954-973-6081 h 954-328-8040 c	3/24/2015	11/6/2016	2015-236

Anne Hollady Recording Secretary	954-786-4191
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Meets: Second Monday of each month @ 3:30 pm in the City Hall Conference Room	
Established: Resolution No. 95-112	

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

SECTION 3. Membership.

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

SECTION 4. Terms of Office.

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

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

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

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

SECTION 4. This Resolution shall become effective upon passage.

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



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

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

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.~~

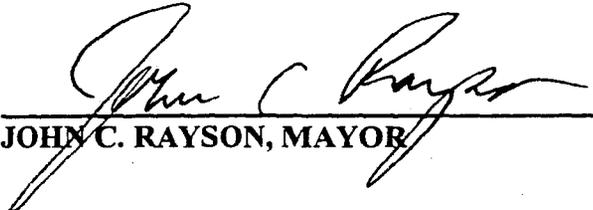
Section 4: Terms of Office.

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.

...

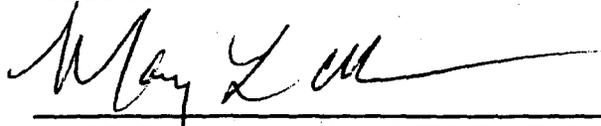
SECTION 2: This Resolution shall become effective upon passage.

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.

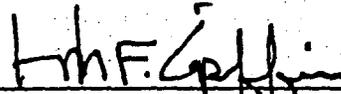
The City Commission shall appoint two (2) alternate members of the Education Advisory Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be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

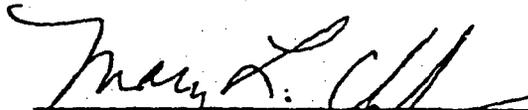
Resolution No. 87-47 shall retain their membership on the Education Advisory Committee of the City of Pompano Beach until the expiration of the term of the City Commissioner that appointed the Committee member. Upon expiration of the appointing City Commissioner's term or upon a vacancy occurring on 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.

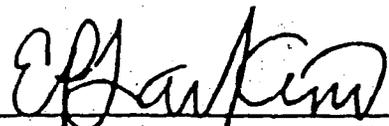
SECTION 6: Accountability.

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

Meeting Date: April 14, 2015

Agenda Item

11

REQUESTED COMMISSION ACTION:

X Consent Ordinance Resolution Consideration/ Discussion Presentation

SHORT TITLE APPOINTMENT TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING JEAN FLOM TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN, FOR A TERM TO BE CONCURRENT WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

The Community Development Advisory Committee consists of the following members: Whitney Rawls (District 4) appointed by Mayor Fisher; Susan Rome (District 1) appointed by Comr. Dockswell; John F. Petrone (District 2) appointed by Vice Mayor Burrie; Emma Ellington (District 4) appointed by Comr. Phillips; Jerold A. Mills (District 5) appointed by Comr. Moss.

- (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.

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING JEAN FLOM TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN, FOR A TERM TO BE CONCURRENT WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jean Flom is well qualified to serve as a member of the Community Development Advisory Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That Jean Flom is hereby appointed to the Community Development Advisory Committee as appointee of Commissioner Rex Hardin, for a term to be concurrent with the term of the appointing official.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

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: Jean McPhail Flom
(Optional)

Residence Information:

Home Address: 2801 NE 22 Court
City/State/Zip: Pompano Beach FL 33062
Home Phone: 954 941 5813 Cell Phone: 954 439 1200
Email: dafjmf@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: Community Development; Budget; Marine

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 checked="" type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input checked="" type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input checked="" type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: Southern Methodist University - 2 years
BSBA University of Florida
American Bankers Assoc Compliance School

Experience: Dealing with Federal and State codes/regulations
Have lived on the waterways and been a boater
for over 50 years.

Past Positions: Banking - Compliance Officer, Loan
Officer, Travel Agent

Hobbies: Boating, Water Sports, Hiking, Travel

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

Signature: Jean McPhail Flom

Date: 9/22/10

Initials of Clerk or Deputy: ML

Date received or confirmed: 9/23/10

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 MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso. No.
Whitney Rawls Mayor Fisher's Appointee	1816 NW 4th Street (33069) heavyon@yahoo.com	4	954-917-1686 h 954-444-0188	7/9/2013	11/6/2016	2013-299
Susan Rome Comr. Dockswell's Appointee	1300 S. Ocean Blvd., #806, 33062 romesusan@gmail.com	1	617-678-9045 c	2/10/2015	11/6/2016	2015-166
John F. Petrone Vice Mayor Burrie's Appointee	2633 N.E. 12th Terrace(33064)	2	954-784-3835	1/27/2015	11/6/2016	2015-159
VACANCY Comr. Hardin's Appointee		3				Jean Flom
Emma Ellington Comr. Phillips' Appointee	137 NW 15th St., 33060 hawkinshomesinc@hotmail.com	4	954-781-8537	1/27/2015	11/6/2016	2015-148
Jerold A. Mills Comr. Moss' Appointee	2770 Palm Aire Drive North (33069)	5	954-973-1877 954-974-7695 (O)	2/10/2015	11/6/2015	2015-167
VACANCY City Manager's Appointee				6/24/2014	7/15/2016	Sally Fischer's Term

JoAnn Martin-Onesky
Recording Secretary
Meets: Second Thursday of each month @ 6:00pm
City Commission Meeting Room
Established: City Resolution No. 84-109
Elections: Annually at June meetings

City Hall Complex
100 West Atlantic Boulevard
954-786-4657

original 16

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

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

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

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

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

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

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

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

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

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

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

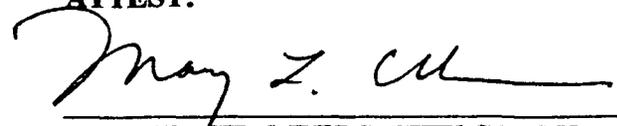
SECTION 2. This Resolution shall become effective upon passage.

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



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

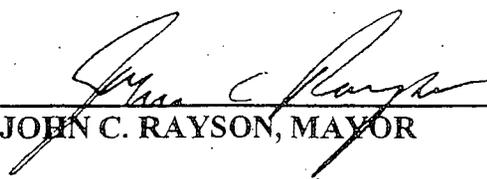
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

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

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

SECTION 2. This Resolution shall become effective upon passage.

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



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

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

RESOLUTION NO. 84-109

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

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

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

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

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

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

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

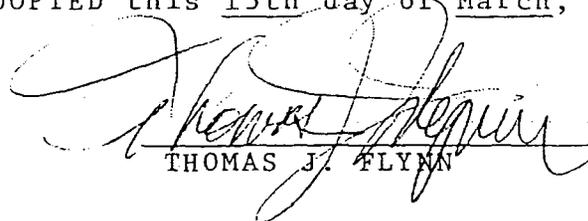
SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member or alternate with three (3)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

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

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

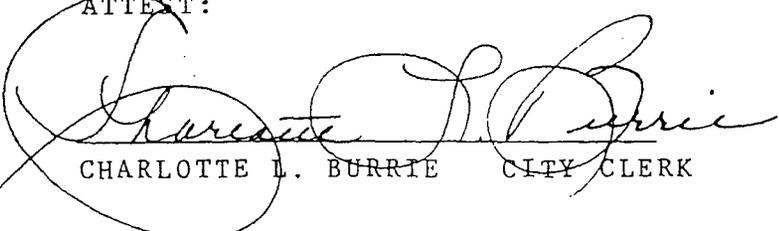
SECTION 8: This Resolution shall become effective April 1, 1984.

PASSED AND ADOPTED this 13th day of March, 1984



THOMAS J. FLYNN Mayor

ATTEST:



CHARLOTTE L. BURRIE CITY CLERK

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING ROBERT J. KINTCHEN, JR. TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER ED PHILLIPS, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Robert J. Kintchen, Jr. is well qualified to serve as a member of the Zoning Board of Appeals of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That Robert J. Kintchen, Jr. is hereby appointed to the Pompano Beach Zoning Board of Appeals of the City of Pompano Beach as appointee of Commissioner Ed Phillips, which term shall run concurrently with the term of the member of the City Commission.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



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

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

Phone No. (954) 786-4611
Facsimile No. (954) 786-4095

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

NAME OF BOARD/COMMITTEE: Zoning Board of Appeals

NAME OF APPLICANT: Robert James Kintchen, Jr.

RESIDENCY ADDRESS: 673 NW 20th Court, Pompano Beach, FL

ZIP CODE: 33060 HOME PHONE NO.: (954) 785-4543

MAILING ADDRESS: Same as above

CITY/STATE/ZIP CODE: _____

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

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

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

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

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

BUSINESS OR OCCUPATION: Retired

BUSINESS ADDRESS: _____

CITY/STATE: _____

ZIP CODE: _____ BUSINESS PHONE NO: _____

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

IF YES, PLEASE LIST NAME: _____

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

IF YES, PLEASE LIST NAME(S): _____

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

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

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

EDUCATION: Associate in Science - Human Services; South Florida Bible College & Theological Seminary - Associate of Arts; Dept. of the Army United States Army Logistics Management College - Diploma.

EXPERIENCE: Light Wheel Vehicle Mechanic, Physical Fitness Instructor, Motor Pool Operator & Acting Procurement Analyst in the US Army

CURRENT POSITION: Retired

PAST POSITIONS: See above

HOBBIES: Sports, reading, walking

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

Robert J. Kintchen Jr.
SIGNATURE OF APPLICANT

DATE OF APPLICATION

INITIALS OF CLERK OR DEPUTY

DATE RECEIVED OR CONFIRMED

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

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

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



CERTIFICATE OF RETIREMENT

FROM THE ARMED FORCES OF THE UNITED STATES OF AMERICA

TO ALL WHO SHALL SEE THESE PRESENTS, GREETING:
THIS IS TO CERTIFY THAT

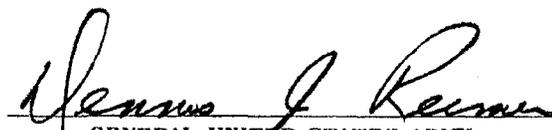
STAFF SERGEANT ROBERT J. KINTCHEN

HAVING SERVED FAITHFULLY AND HONORABLY,
WAS RETIRED FROM THE
UNITED STATES ARMY

ON THE **TWENTY-SIXTH** DAY OF **JULY**
ONE THOUSAND NINE HUNDRED AND **NINETY-SEVEN**

WASHINGTON, D. C.




GENERAL, UNITED STATES ARMY,
CHIEF OF STAFF

Palm Beach Community College



*On the recommendation of the Faculty and by authorization
of the District Board of Trustees has this day conferred upon*

Robert James Kintchen

The Degree

Associate in Science

Human Services

and awarded this diploma with all the Rights, Privileges, and Honors thereunto appertaining.

In Witness Whereof the authorities of Palm Beach Community College have affixed their signatures.

Given this seventeenth day of December, 1998.

A handwritten signature in cursive script, appearing to read "Henry Johnston".

Chairperson, District Board of Trustees

A handwritten signature in cursive script, appearing to read "Dennis P. Gallon".

President of the College

**South Florida Bible College
and Theological Seminary
Deerfield Beach, Florida**



Robert J. Kintchen

has satisfactorily completed the course of **Biblical Studies**
offered by the faculty of this institution
and is entitled to the following degree: **The aequus**
Associate of Arts

and the same is hereby conferred by the authority of the board, and
the faculty as recommended by the president.

The 21st day of June, 1996

A handwritten signature in cursive script, appearing to read "Dr. James ...", written over a horizontal line.

President

A handwritten signature in cursive script, appearing to read "W. H. ...", written over a horizontal line.

Dean of Academics

DEPARTMENT OF THE ARMY
 UNITED STATES ARMY LOGISTICS MANAGEMENT COLLEGE
 FORT LEE, VIRGINIA 23801-6042

ATSZ-ETC

15 NOV 1991

MEMORANDUM FOR: ROBERT J KINTCHEN
 4509 PATTON RD APT C
 HUNTSVILLE AL 35805-0000

SUBJECT: COMPLETION OF COURSE

1. THIS IS TO CERTIFY THAT THE ABOVE NAMED INDIVIDUAL HAS SUCCESSFULLY COMPLETED THE FOLLOWING SUBCOURSES FOR THE LOGISTICS MANAGEMENT DEVELOPMENT (LMDC).

S/C NUMBER	DATE ISSUED	DATE COMPLETED	GRADE	CREDIT HOURS
52	18 JUN 91	16 OCT 91	B/083	48
53	18 JUN 91	21 OCT 91	B/084	65
54	18 JUN 91	14 NOV 91	B/085	41

2. HAVING ACCOMPLISHED ALL COURSE REQUIREMENTS, YOU HAVE SUCCESSFULLY COMPLETED THE COURSE WITH AN OVERALL RATING OF B.
3. IN RECOGNITION OF THIS ACCOMPLISHMENT, A DIPLOMA IS ENCLOSED.
4. PLEASE REMEMBER THIS MESSAGE COMES TO YOU ONLY. IT IS YOUR RESPONSIBILITY TO INFORM YOUR TRAINING OFFICER AND TO HAVE A COPY OF THIS LETTER PLACED IN YOUR 201 FILE.

FOR THE COMMANDANT:

ENCL
 DIPLOMA (DUPE)

GEORGE R. PARTIN
 DIRECTOR, EDUCATIONAL TECHNOLOGY



Name	Address	District	Phone	Appointed	Expires	Res. No.
Daniel H. Yaffe Comr. Dockswell's Appointee	2822 N.E. 12th Street (33062)	1	954-783-2300	2/24/2015	11/6/2016	2015-184
M. Ross Shulmister Vice Mayor Burrie's Appointee	560 S.E. 12th Street (33060)	1	954-785-9600	2/24/2015	11/6/2016	2015-183
VACANCY Comr. Hardin's Appointee		3			11/6/2016	
VACANCY Comr. Phillips' Appointee		4			11/6/2016	
George J. Cuolahan Comr. Moss' Appointee	3150 N. Palm Aire Drive, Apt 10-105 (33069)_	5	954-977-3040	2/24/2015	11/6/2016	2015-180
(1) Robert Holmes City Commission At Large	1577 NW 7th Avenue (33060) rholmes1577@att.net	4	954-943-7485	2/24/2015	2/22/2018	2015-196
(2) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	4/23/2013	4/4/2016	2013-216
(3) James R. Bunn City Commission At Large	360 S.E. 15th Avenue (33060) bunnsfl@bellsouth.net	3	954-781-1746 (O) 954-296-7266	2/25/2014	2/22/2017	2014-154
Matthew DeSantis	Recording Secretary		954-786-4652			

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

May serve on other boards also.

D. OTHER ACTIONS

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

155.2203. ZONING BOARD OF APPEALS (ZBA)

A. ESTABLISHMENT

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

B. POWERS AND DUTIES

The ZBA shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

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

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

2. Other Powers and Duties

- a. To review and decide appeals of relating to regulations in Section 100.40 (Movable Fixtures in the Public Right-of-Way) of the Code of Ordinances, in accordance with procedures and standards in that section;
- b. To review and decide requests for variances relating to regulations in Chapter 151 (Beaches and Waterways) of the Code of Ordinances, in accordance with procedures and standards in that chapter;
- c. To review and decide requests for variances and appeals relating to floodplain management regulations in, and actions authorized by, Chapter 152 (Buildings) of the Code of Ordinances, in accordance with procedures and standards in that chapter; and
- d. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. MEMBERSHIP, APPOINTMENT, AND TERMS OF OFFICE

1. Membership and Appointment

- a. The ZBA shall consist of five regular voting members and three alternate members, appointed by resolution of the City Commission as a whole.
- b. Appointed regular voting members shall include one person nominated by each City Commissioner from among residents of the City Commissioner's district—provided, however, that a Commissioner may nominate a person who does not reside in the City Commissioner's district on determining such person would better serve the public interest.
- c. Alternate members shall be appointed by the City Commission as a whole.
- d. Each regular voting member and alternate member shall be a resident of the city.
- e. Regular voting members and alternate members shall serve without compensation.

2. Terms

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

3. Alternate Members

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

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

4. Removal and Replacement; Attendance

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the ZBA at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See Section 155.2203.H.). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a board member.

b. Removal for Poor Attendance

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

5. Vacancies

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

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

D. CHAIR AND VICE-CHAIR

1. The ZBA shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term. The Chair and Vice-Chair may be elected to successive terms without limitation.
2. The Chair shall preside over all board meetings. The Vice-Chair shall preside over board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the ZBA shall vote to determine who shall serve as acting Chair for the meeting.

E. STAFF

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

F. MEETINGS

1. Schedule

The ZBA shall adopt a schedule establishing the date, time, and location of regular meetings. The Chair may adjourn a regular meeting on determining that there are no agenda items for consideration, and may call special meetings.

2. Official Record

The ZBA shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law¹ and shall be a public record and filed with the Development Services Director.

3. Notice of Meetings

- a. The Development Services Director shall provide notice of ZBA meetings to each board member at least 48 hours before the meeting.
- b. Notice of all ZBA meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section 155.2305.C, Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the ZBA shall be open to the public.

5. Procedure

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

G. QUORUM AND NECESSARY VOTE

1. Quorum

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

2. Voting

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

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

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

¹ Sec. 286.011, Fla. Stat.

2. If an objection is raised to a board member's participation in a matter based on a conflict of interest (as defined in subsection 1 above), and that member does not recuse himself or herself, the remaining members of the board present shall, by majority vote of a quorum present, determine whether the member is or is not disqualified from participating in and voting on the matter.
3. If a board member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair of the board may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2203.C.4, Removal and Replacement; Attendance.

I. RULES OF PROCEDURE

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

155.2204. PLANNING AND ZONING BOARD (P&Z)

A. ESTABLISHMENT

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

B. POWERS AND DUTIES

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

1. Decide Applications for Development Permit

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

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

2. Make Recommendations on Applications for Development Permit

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

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

3. Other Powers and Duties

- a. To act as the city's local planning agency and assume general responsibility for conduct of the city's comprehensive planning program;
- b. To work in conjunction with the Development Services Director and other city staff to prepare the city's comprehensive plan and plan amendments, and to make final recommendations to the City Commission regarding the adoption or amendment of the plan;
- c. To monitor and oversee the effectiveness and status of the comprehensive plan, make recommendations to the City Commission regarding necessary changes to the plan, work with the Development Services Director and other city staff to prepare periodic evaluation and appraisal reports assessing the city's progress in implementing its comprehensive plan in

CITY OF POMPANO BEACH
Broward County, Florida

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

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

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

Section 155.022 ZONING BOARD OF APPEALS.

(B) There is hereby established a Zoning Board of Appeals which shall consist of five (5) members appointed by resolution of the City Commission. Each Commissioner shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner, however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the

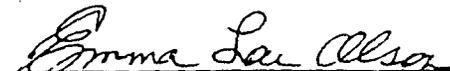
Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three (3) years from the date of appointment. The Board, from its membership shall select a Chairman and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

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

SECTION 3: This Ordinance shall become effective upon passage.

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

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


EMMA LOU OLSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

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

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

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

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

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

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

§ 155.022 ZONING BOARD OF APPEALS.

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

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

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

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

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

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

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

(F) The Board shall have the following powers.

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

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

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

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

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

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

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

Cross-reference:

Zoning Board of Appeals, see Charter sections 221 through 227

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

Authority to grant floodplain variances, see § 152.25

§ 155.023 VARIANCES.

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

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

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

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

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

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

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

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

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

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

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

Sec. 191. METHOD OF MAKING SPECIAL ASSESSMENTS.

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

Sec. 192. ASSESSMENT ROLL AND NOTICE.

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

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

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

Sec. 194. HEARING; CONFIRMATION OF ASSESSMENT LIST.

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

Sec. 195. SETTING ASIDE SPECIAL ASSESSMENTS.

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

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

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

Sec. 197. METHOD OF COLLECTION.

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

Sec. 198. LIEN DOCKET.

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

Sec. 199. SPECIAL ASSESSMENT REVOLVING FUND.

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

Sec. 200. ASSIGNMENT OF ASSESSMENT LIENS.

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

Sec. 201. FORECLOSURE BY CITY.

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

Sec. 202. FORECLOSURE WHEN LIENS ASSIGNED.

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

ARTICLE XXI: (RESERVED)

Secs. 203 through 213.

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

1982 S-1A

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

ARTICLE XXII: (RESERVED)

Secs. 214. through 220.

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

ARTICLE XXIII: ZONING BOARD OF APPEALS

Sec. 221. ESTABLISHMENT AND MEMBERSHIP.

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

Sec. 222. SUBSTITUTE MEMBERS.

The City Commission shall by resolution appoint three (3) alternate members of the Zoning Board of Appeals, to be designated as Alternate 1, Alternate 2, and Alternate 3. Each alternate member shall be appointed for a term of three (3) years, said terms to run concurrently, and shall be subject to removal for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any alternate member whose term becomes vacant. In case of temporary absence or disqualification of any member of the Zoning Board of Appeals; the Chairman of the Board shall have the right and authority to designate one of such

alternate members to serve as a substitute on the Zoning Board of Appeals during the continuance of such absence or disqualification. The Chairman shall rotate such assignments among the three (3) alternate members, unless unavailability of an alternate or alternates makes such rotation impossible. No substitute shall serve in such capacity for a longer period than three (3) months, nor shall more than two (2) substitutes serve on the Board of Appeals at any time. In cases where substitutes are designated to serve for such limited periods, such facts shall be recorded in the official minutes of the Zoning Board of Appeals before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members. (Ref. of 3-9-76)

Sec. 223. RULES, REGULATIONS AND PROCEDURE.

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

Sec. 224. ADMINISTRATION FUND.

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

Sec. 225. POWERS.

The Zoning Board of Appeals shall have the following powers:

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

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

required to pass under such zoning ordinance;

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

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

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

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

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

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

Sec. 226. DECISION OF BOARD.

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

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

Sec. 226.1. REVERSAL OR MODIFICATION BY CITY COMMISSION.

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

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

Sec. 227. APPEAL TO COURT.

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

ARTICLE XXIV: FRANCHISE
AND PUBLIC UTILITIES

Sec. 228. GRANTING OF FRANCHISES.

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

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

Sec. 229. FRANCHISE NOTICE AND PUBLIC HEARING.

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

Sec. 230. FRANCHISE, GENERAL PROVISIONS.

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

Sec. 231. PURCHASING OF PUBLIC UTILITIES.

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

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

Sec. 232. FINANCIAL PROVISIONS.

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

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

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

CITY OF POMPANO BEACH
Broward County, Florida

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

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore

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

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

Section 155.022 ZONING BOARD OF APPEALS.

...

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

...

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

SECTION 3. This Ordinance shall become effective upon passage.

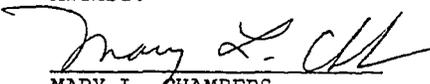
PASSED FIRST READING this 7th day of March, 1995.

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



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

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

Meeting Date: April 14, 2015

Agenda Item 13

REQUESTED COMMISSION ACTION:

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 **BRIDGET JACKSON** TO THE BUDGET REVIEW COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER ED PHILLIPS 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.

The Budget Review Committee consists of the following members: Carmen Jones (District 4) appointed by Mayor Fisher; Judi Ahern (District 3) appointed by Comr. Hardin; Jeffrey A. Haynes (District 5) appointed by Comr. Moss. Please Note: Districts 1 and 2 are currently vacant.

- (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	3/26/15	Approve	<i>Asceleta Hammond</i>
<input checked="" type="checkbox"/> City Manager	<i>[Signature]</i>		<i>[Signature]</i>

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING BRIDGET JACKSON TO THE BUDGET REVIEW COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER ED PHILLIPS FOR A TERM TO COINCIDE WITH THE TERM OF OFFICE OF SAID APPOINTING COMMISSIONER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bridget Jackson 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 Bridget Jackson is hereby appointed to the Budget Review Committee as appointee of Commissioner Ed Phillips 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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2014 DEC -1 PM 3:17

Mr. ___ Mrs. Ms. ___ Miss ___ Name: Bridget Jackson

Residence Information:
Home Address: 2836 N.W. 5th Street
City/State/Zip: Pompano Beach, FL 33069
Home Phone: _____ Cell Phone: (754) 366-4255
Email: ksprat7@aol.com Fax: _____

Business Information:
Employer/Business Name: The K Company
Current Position / Occupation: Realtor
Business Address: 28 S.E. 23rd Avenue
City/State/Zip: Pompano Beach, FL 3306
Business Phone: (954) 545-5583 Fax: _____ Email: ksprat7@aol.com

Are you a U.S. Citizen? Yes No ___
Are you a resident of Pompano Beach? Yes No ___ Reside in District: 1 2 ___ 3 ___ 4 ___ 5 ___
Do you own real property in Pompano Beach? Yes No ___
Are you a registered voter? Yes No ___
Have you ever been convicted of a felony? Yes ___ No
Current or prior service on governmental boards and/or committees: None

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

<input type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input 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 type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input checked="" type="checkbox"/> *Community Development (CDAC)	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input checked="" type="checkbox"/> CRA West <u>North</u>	<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.

Resume Attached BB

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: *Frederick Jackson*

Date: *12/1/14*

Initials of Clerk or Deputy: *JA*

Date received or confirmed: *3/26/15*

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.

Bridget Jackson
2836 N. W. 5th Street
Pompano Beach, Florida 33069
Phone: (754)366-4255

OBJECTIVE: Seeking a position utilizing my extensive knowledge and successful experience in planning, organizing, and follow-up multi-faceted, complex activities; and a position offering opportunities for personal contribution and professional growth.

EXPERIENCE: Offering comprehensive experience and expertise in the following areas of responsibility:

- Extensive experience in planning, organizing, evaluating and follow-up varied responsibilities in a timely and complete manner.
- Proficient in developing excellent relationship with clients and consultants.
- Experienced in knowledge of and in analyzing provisions and exclusions of policies in order to decide eligible benefits.
- Skilled at organizing work and resolving problems which arise in the day-to-day activities.
- Record of conscientious application, reliability and loyalty in past positions.

EXPERIENCE HIGHLIGHTS

8/13 – Present

**Realtor
The K Company
Pompano Beach, Florida**

Responsible for handling the sale and rental of real property.

10/05 – 9/13

**Owner/Director
K. Sprat Learning Center / K. Sprat Christian Academy
Pompano Beach, Florida**

Responsible for the overall operation of the facility. Maintained licensing requirements. Handling of registration and finances, parent conferences, supervision of staff, planned daily schedule of lessons and activities.

10/04 – 10/05

**Administrative Assistant 1 / Office Manager
Division of Administrative Hearings
The Judges of Compensation and Claims
Lauderdale Lakes, Florida**

Responsible for the administrative duties assigned by the Administrative Services Director for the Division of Administrative Hearings, Duties included:

- Personnel, accounting, purchasing, property, statistical, facilities management.
- Served as a Liaison for the Fort Lauderdale District Office.

- **Responsible for Administrative data such as security reports, office equipment maintenance, and building liaison with lessor.**
- **Ordering and receiving supplies.**
- **Collecting and processing timesheets and other personnel related data.**
- **Processing a variety of routine correspondence, investigating subject matter, and preparing replies.**
- **Reviewing records and reports which requires action and completing Judges of Compensation Claims statistical reports and forwarding them to headquarters**
- **Organizing travel arrangements and reimbursements for Judges**
- **Directing special projects, research, and report preparation**
- **Attending monthly conferences and making recommendations to improve district operations.**

**05/00 – 10/04 Realtor/ Mortgage Broker
Pinnacle Realty Associates, Inc
Plantation, Florida**

Responsible for conducting real estate transactions which include the sale and rental of real property on a daily basis. And responsible for the preparation of documents to obtain financing for a loan to purchase real property.

**9/99 – 5/00 Community Liaison/Parent Liaison
Central Charter School
Lauderdale Lakes, Florida**

Duties included: Parent Awareness/Parent Involvement, Community Awareness, Attendance Issues, Workshops, And Local Business Partnerships.

COMPUTER SKILLS: MS Word, Microsoft Works, Excel and PowerPoint.

EDUCATION:

**Trinity Theological Seminary of South Florida
Bachelor of Science in Christian Education**

**Gold Coast School of Real Estate
State of Florida Licensed Real Estate Associate**

State of Florida Director Credential

**Atlantic Vocational Technical Center
Certificate – C.D.A.E.**

**Southern Technical Institute
Administrative Banking Diploma**

**Blanche Ely High School
High School Diploma**

- **CICC's Parent Training Instructor Certificate**
- **Child Development Associate Equivalency**
- **10 Hour H.R.S. Infants and Toddler Training Certificate**
- **20 Hour H.R.S. Child Care Training Certificate**
- **10 Hour Special Needs Appropriate Practices**
- **3 Hour Child Care Facility Workshop Certificate**
- **6 Hour Behavioral Observation and Screening**
- **5 Hour VPK Emergent Literacy for VPK instructors**
- **5 Hour VPK Director Endorsement Course**
- **DCF Staff Credential Verification**
- **American Heart Association C.P.R. License for Pediatrics**
- **American Heart Association C.P.R. License for Adults**
- **30 Hour Family Child Care Home Certificate**
- **5 Hour Early Literacy for Children Age Birth to Three**
- **5 Hour Basic Guidance and Discipline**
- **5 Hour Computer Technology for Child Care Professionals**
- **5 Hour Early Childhood Computer Learning Centers**

STRENGTHS: Highly motivated and goal oriented, accurate, thorough and precise in attention to details, excellent analytical and organizational skills. Major strength is completing multi-faceted tasks within constraints allotted. Skilled in public relations, loyal, dependable, and willing to do whatever is needed to meet established goals.

REFERENCES AND FUTHER INFORMATION FURNISHED UPON REQUEST

Budget Review Committee		MEMBERS				
Name	Address	Position	Phone	Appointed	Expires	Reso No.
Carmen Jones Mayor Fisher's Appointee	721 N.W. 16th Street (33060) Cjones_2014@yahoo.com	4	954-249-9026	5/14/2013	11/6/2016	2013-241
VACANCY Comr. Dockswell's Appointee		1			11/6/2016	
VACANCY Vice Mayor Burrie's Appointee		2			11/6/2016	
Judi Ahern Comr. Hardin's Appointee	371 Southeast 3rd Street(33060)	3	954-942-7187	2/27/2015	11/6/2016	2015-181
VACANCY Comr. Phillips' Appointee		4			11/6/2016	
Jeffrey Haynes Comr. Moss' Appointee	4015 W. Palm Aire Dr., #703 (33069) jhaynes07725@gmail.com	5	954-551-4619	3/24/2015	11/6/2016	2015-224

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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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.

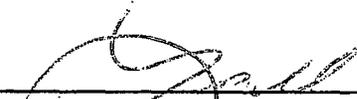
SECTION 3. The committee's powers and duties shall be as follows:

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/jm
3/28/08
l:reso/2008-139

Meeting Date: April 14, 2015

Agenda Item 14

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/
Discussion Presentation

SHORT TITLE APPOINTMENT TO THE ZONING BOARD OF APPEALS

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **PAUL WEBB** TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

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

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

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	<u>3/26/15</u>	<u>Approve</u>	<u>Asceleta Hammond</u>
<u>X</u> City Manager	_____	_____	<u>Paul Webb</u>

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

RESOLUTION NO. 2015-_____

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING PAUL WEBB TO THE ZONING BOARD OF APPEALS OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER REX HARDIN, WHICH TERM SHALL RUN CONCURRENTLY WITH THE TERM OF THE MEMBER OF THE CITY COMMISSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Paul Webb is well qualified to serve as a member of the Zoning Board of Appeals of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

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

SECTION 1: That Paul Webb is hereby appointed to the Pompano Beach Zoning Board of Appeals of the City of Pompano Beach as appointee of Commissioner Rex Hardin, which term shall run concurrently with the term of the member of the City Commission.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



CITY OF POMPANO BEACH 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: PAUL WEBB
(Optional)

Residence Information:

Home Address: 2736 NE 10 ST
City/State/Zip: Pompano Beach
Home Phone: 954-942-9759 Cell Phone: 954-899-5041
Email: PAULSWEBB@AOL.COM Fax: _____

Business Information:

Employer/Business Name: Re MAX
Current Position / Occupation: AGENT
Business Address: 2301 E ATL BLVD
City/State/Zip: Pompano
Business Phone: 954-548-3728 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: EDC / ZBA

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

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

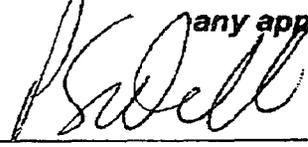
Education: BSFE ELECTRICAL ENGINEERING

Experience: 25 year manager AP&L 30 years Property Management 15 years Realtor

Past Positions: ZBA / EDC

Hobbies: Fishing

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

Signature: 

Date: 9/15/10

Initials of Clerk or Deputy: _____

Date received or confirmed: _____

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

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

Zoning Boards of Appeals

MEMBERS

Name	Address	District	Phone	Appointed	Expires	Res. No.
Daniel H. Yaffe Comr. Dockswell's Appointee	2822 N.E. 12th Street (33062)	1	954-783-2300	2/24/2015	11/6/2016	2015-184
M. Ross Shulmister Vice Mayor Burrie's Appointee	560 S.E. 12th Street (33060)	1	954-785-9600	2/24/2015	11/6/2016	2015-183
VACANCY Comr. Hardin's Appointee		3			11/6/2016	
VACANCY Comr. Phillips' Appointee		4			11/6/2016	
George J. Cuolahan Comr. Moss' Appointee	3150 N. Palm Aire Drive, Apt 10-105 (33089)_	5	954-977-3040	2/24/2015	11/6/2016	2015-180
(1) Robert Holmes City Commission At Large	1577 NW 7th Avenue (33060) rholmes1577@att.net	4	954-943-7485	2/24/2015	2/22/2018	2015-196
(2) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	4/23/2013	4/4/2016	2013-216
(3) James R. Bunn City Commission At Large	360 S.E. 15th Avenue (33060) bunnsl@bellsouth.net	3	954-781-1746 (O) 954-296-7266	2/25/2014	2/22/2017	2014-154
Matthew DeSantis	Recording Secretary		954-786-4652			

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

May serve on other boards also.

D. OTHER ACTIONS

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

155.2203. ZONING BOARD OF APPEALS (ZBA)

A. ESTABLISHMENT

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

B. POWERS AND DUTIES

The ZBA shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

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

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

2. Other Powers and Duties

- a. To review and decide appeals of relating to regulations in Section 100.40 (Movable Fixtures in the Public Right-of-Way) of the Code of Ordinances, in accordance with procedures and standards in that section;
- b. To review and decide requests for variances relating to regulations in Chapter 151 (Beaches and Waterways) of the Code of Ordinances, in accordance with procedures and standards in that chapter;
- c. To review and decide requests for variances and appeals relating to floodplain management regulations in, and actions authorized by, Chapter 152 (Buildings) of the Code of Ordinances, in accordance with procedures and standards in that chapter; and
- d. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. MEMBERSHIP, APPOINTMENT, AND TERMS OF OFFICE

1. Membership and Appointment

- a. The ZBA shall consist of five regular voting members and three alternate members, appointed by resolution of the City Commission as a whole.
- b. Appointed regular voting members shall include one person nominated by each City Commissioner from among residents of the City Commissioner's district—provided, however, that a Commissioner may nominate a person who does not reside in the City Commissioner's district on determining such person would better serve the public interest.
- c. Alternate members shall be appointed by the City Commission as a whole.
- d. Each regular voting member and alternate member shall be a resident of the city.
- e. Regular voting members and alternate members shall serve without compensation.

2. Terms

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

3. Alternate Members

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

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

4. Removal and Replacement; Attendance

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the ZBA at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See Section 155.2203.H.). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a board member.

b. Removal for Poor Attendance

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

5. Vacancies

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

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

D. CHAIR AND VICE-CHAIR

- 1. The ZBA shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term. The Chair and Vice-Chair may be elected to successive terms without limitation.
- 2. The Chair shall preside over all board meetings. The Vice-Chair shall preside over board meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the ZBA shall vote to determine who shall serve as acting Chair for the meeting.

E. STAFF

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

F. MEETINGS

1. Schedule

The ZBA shall adopt a schedule establishing the date, time, and location of regular meetings. The Chair may adjourn a regular meeting on determining that there are no agenda items for consideration, and may call special meetings.

2. Official Record

The ZBA shall keep a written record of its recommendations, transactions, findings, and determinations. Such record shall include minutes of meetings in accordance with state law¹ and shall be a public record and filed with the Development Services Director.

3. Notice of Meetings

- a. The Development Services Director shall provide notice of ZBA meetings to each board member at least 48 hours before the meeting.
- b. Notice of all ZBA meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section 155.2305.C, Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the ZBA shall be open to the public.

5. Procedure

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

G. QUORUM AND NECESSARY VOTE

1. Quorum

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

2. Voting

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

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

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

¹ Sec. 286.011, Fla. Stat.

2. If an objection is raised to a board member's participation in a matter based on a conflict of interest (as defined in subsection 1 above), and that member does not recuse himself or herself, the remaining members of the board present shall, by majority vote of a quorum present, determine whether the member is or is not disqualified from participating in and voting on the matter.
3. If a board member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair of the board may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2203.C.4, Removal and Replacement; Attendance.

I. RULES OF PROCEDURE

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

155.2204. PLANNING AND ZONING BOARD (P&Z)

A. ESTABLISHMENT

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

B. POWERS AND DUTIES

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

1. Decide Applications for Development Permit

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

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

2. Make Recommendations on Applications for Development Permit

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

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

3. Other Powers and Duties

- a. To act as the city's local planning agency and assume general responsibility for conduct of the city's comprehensive planning program;
- b. To work in conjunction with the Development Services Director and other city staff to prepare the city's comprehensive plan and plan amendments, and to make final recommendations to the City Commission regarding the adoption or amendment of the plan;
- c. To monitor and oversee the effectiveness and status of the comprehensive plan, make recommendations to the City Commission regarding necessary changes to the plan, work with the Development Services Director and other city staff to prepare periodic evaluation and appraisal reports assessing the city's progress in implementing its comprehensive plan in

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

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

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

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

Section 155.022 ZONING BOARD OF APPEALS.

(B) There is hereby established a Zoning Board of Appeals which shall consist of five (5) members appointed by resolution of the City Commission. Each Commissioner shall nominate for appointment one (1) member who shall be a resident in the district of the nominating Commissioner, however, a Commissioner may nominate for appointment a member who does not reside in the nominating Commissioner's district if the Commissioner determines such person would better serve the interests of the public. Alternate members shall be city residents and shall be appointed by the City Commission. Any subsequent vacancy or a vacancy due to an unexpired term shall be filled by the

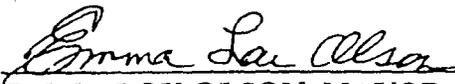
Commissioner in whose district the appointment originated save for the appointments of alternate members who shall continue to be appointed by the City Commission. Members shall serve for a term of three (3) years from the date of appointment. The Board, from its membership shall select a Chairman and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

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

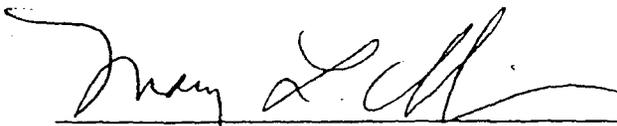
SECTION 3: This Ordinance shall become effective upon passage.

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

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


EMMA LOU OLSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

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

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

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

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

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

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

§ 155.022 ZONING BOARD OF APPEALS.

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

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

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

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

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

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

(F) The Board shall have the following powers.

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

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

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

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

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

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

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

Cross-reference:

Zoning Board of Appeals, see Charter sections 221 through 227

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

Authority to grant floodplain variances, see § 152.25

§ 155.023 VARIANCES.

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

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

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

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

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

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

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

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

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

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

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

Sec. 191. METHOD OF MAKING SPECIAL ASSESSMENTS.

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

Sec. 192. ASSESSMENT ROLL AND NOTICE.

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

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

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

Sec. 194. HEARING; CONFIRMATION OF ASSESSMENT LIST.

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

Sec. 195. SETTING ASIDE SPECIAL ASSESSMENTS.

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

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

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

Sec. 197. METHOD OF COLLECTION.

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

Sec. 198. LIEN DOCKET.

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

Sec. 199. SPECIAL ASSESSMENT REVOLVING FUND.

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

Sec. 200. ASSIGNMENT OF ASSESSMENT LIENS.

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

Sec. 201. FORECLOSURE BY CITY.

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

Sec. 202. FORECLOSURE WHEN LIENS ASSIGNED.

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

ARTICLE XXI: (RESERVED)

Secs. 203 through 213.

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

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

ARTICLE XXII: (RESERVED)

Secs. 214. through 220.

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

ARTICLE XXIII: ZONING BOARD OF APPEALS

Sec. 221. ESTABLISHMENT AND MEMBERSHIP.

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

Sec. 222. SUBSTITUTE MEMBERS.

The City Commission shall by resolution appoint three (3) alternate members of the Zoning Board of Appeals, to be designated as Alternate 1, Alternate 2, and Alternate 3. Each alternate member shall be appointed for a term of three (3) years, said terms to run concurrently, and shall be subject to removal for cause by the City Commission on written charges and after public hearing. Vacancies shall be filled for the unexpired term of any alternate member whose term becomes vacant. In case of temporary absence or disqualification of any member of the Zoning Board of Appeals, the Chairman of the Board shall have the right and authority to designate one of such

alternate members to serve as a substitute on the Zoning Board of Appeals during the continuance of such absence or disqualification. The Chairman shall rotate such assignments among the three

(3) alternate members, unless unavailability of an alternate or alternates makes such rotation impossible. No substitute shall serve in such capacity for a longer period than three (3) months, nor shall more than two (2) substitutes serve on the Board of Appeals at any time. In cases where substitutes are designated to serve for such limited periods, such facts shall be recorded in the official minutes of the Zoning Board of Appeals before such substitute shall act in any matter presented to the Board and, while serving, substitutes shall have the same powers as regular members. (Ref. of 3-9-76)

Sec. 223. RULES, REGULATIONS AND PROCEDURE.

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

Sec. 224. ADMINISTRATION FUND.

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

Sec. 225. POWERS.

The Zoning Board of Appeals shall have the following powers:

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

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

required to pass under such zoning ordinance;

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

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

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

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

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

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

Sec. 226. DECISION OF BOARD.

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

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

Sec. 226.1. REVERSAL OR MODIFICATION BY CITY COMMISSION.

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

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

Sec. 227. APPEAL TO COURT.

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

ARTICLE XXIV: FRANCHISE AND PUBLIC UTILITIES

Sec. 228. GRANTING OF FRANCHISES.

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

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

Sec. 229. FRANCHISE NOTICE AND PUBLIC HEARING.

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

Sec. 230. FRANCHISE, GENERAL PROVISIONS.

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

Sec. 231. PURCHASING OF PUBLIC UTILITIES.

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

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

Sec. 232. FINANCIAL PROVISIONS.

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

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

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

CITY OF POMPANO BEACH
Broward County, Florida

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

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore

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

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

Section 155.022 ZONING BOARD OF APPEALS.

. . . .

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

...

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

SECTION 3. This Ordinance shall become effective upon passage.

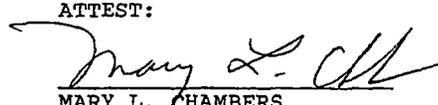
PASSED FIRST READING this 7th day of March, 1995.

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



E. PAT LARKINS, MAYOR

ATTEST:



MARY L. CHAMBERS
CITY CLERK

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

Meeting Date: 4/14/2015

Agenda Item 15

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, RESCINDING RESOLUTION NO. 2015-114, AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF) BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE. (FISCAL IMPACT: \$169,694)

SUMMARY OF PURPOSE AND WHY:

Staff is seeking City Commission approval to execute a new Underground Facilities Conversion Agreement with Florida Power and Light ("FPL") in the sum of \$456,996 to underground existing overhead utilities in Old Pompano along West Atlantic Boulevard (along West Atlantic Blvd, then, north to NE 4th St, east of N. Dixie Hwy and west to NE 1st Ave). At the December 9, 2014 meeting, the City Commission approved an agreement to underground utilities for subject area but since that time the assessed value for existing overhead was adjusted increasing the City's Contribution-in-Aid-of-Construction (CIAC) necessitating this new agreement. The City is being asked to sign a new agreement resulting in a net cost increase of \$169,694. (current CIAC of \$456,996 - previous CIAC of \$287,302).



Accomplishing this item supports achieving objective 7.4.1. "Complete Old Pompano Streetscape" identified with Goal 7.0 Old Pompano/Downtown, under the City's Great Places Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$169,694 Account# 302-7527-530-6515 CIP# 14-249

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	3/27/15	APPROVE	<i>Robert A. McCaughan</i>
Finance	4/2/15	APPROVE	<i>S. Sibbles</i>
City Attorney	4/3/15	APPROVE	<i>[Signature]</i>
Budget	4-6-15	APPROVE	<i>[Signature]</i>

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

James 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	_____	_____	_____
_____	_____	_____	_____

MEMORANDUM

March 27, 2015

TO: City Commission

THRU: Dennis W. Beach, City Manager
Robert McCaughan, Public Works Director *RTM*

FROM: Horacio Danovich, CIP Engineer

Issue

Staff is seeking City Commission approval to execute a **new** Underground Facilities Conversion Agreement with Florida Power and Light (“FPL”) in the sum of \$456,996 to underground existing overhead utilities in Old Pompano along West Atlantic Boulevard (along West Atlantic Blvd, then, north to NE 4th St, east of N. Dixie Hwy and west to NE 1st Ave, see Location Map).

Background

At the December 9, 2014 meeting, the City Commission approved an agreement to underground utilities for subject area but since that time the assessed value for existing overhead was adjusted increasing the City’s Contribution-in-Aid-of-Construction (CIAC). This agreement will authorize the appropriation of additional funds to offset costs resulting from a FPL oversight during the initial design review.

In 2014, FPL was asked to assist the City of Pompano Beach with undergrounding efforts in Old Pompano. In response to that request, FPL provided a binding cost estimate to convert existing overhead electric distribution lines in old Pompano. The scope of work included transformers, switch cabinets, and other appurtenant facilities to make the conversion. The total cost of the conversion to the City as a CIAC was estimated at \$287,302. However, the existing utilities on Atlantic Boulevard were recently hardened, and its assessed value increased from \$27,415 to \$206,040. As a result, the City is being asked to sign a new agreement resulting in a net cost increase of \$169,694 (\$456,996 - \$287,302).

This project is an important component of the redevelopment efforts in the area affecting the proposed Public Library and future expansion of the Civic Campus and supports achieving objective 7.4.1. “Complete Old Pompano Streetscape” identified with Goal 7.0 Old Pompano/Downtown, under the City’s: Great Places Strategy

Recommendation

Staff recommends Approval of the new Underground Facilities Conversion Agreement with FPL.



City Attorney's Communication #2015-720
March 17, 2015

TO: Robert A. McCaughan, Public Works Director
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Underground Facilities Conversion Agreement

As requested in your e-mail dated March 17, 2015, I have prepared and attached the following captioned resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RESCINDING RESOLUTION NO. 2015-114, AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF) BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.

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


GORDON B. LINN

/jrm
l:cor/pw/2015-720

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RESCINDING RESOLUTION NO. 2015-114, AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF) BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Resolution No. 2015-114, a copy of which is attached hereto as Exhibit "A," is hereby rescinded in its entirety.

SECTION 2. That an Agreement between the City of Pompano Beach and Florida Power & Light Company for Underground Facilities Conversion (Non-Gaf), a copy of which Agreement is attached hereto as Exhibit "B" and incorporated by reference as if set forth in full, is hereby approved.

SECTION 3. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Florida Power & Light Company.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

EXHIBIT A

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 UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF) BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Agreement between the City of Pompano Beach and Florida Power & Light Company for Underground Facilities Conversion (Non-Gaf), 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 Florida Power & Light Company.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of December, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF)

This Agreement, is made and entered into this _____ day of _____, 20____, by and between _____ CITY OF POMPANO BEACH ("Applicant"), with an address of _100 W. Atlantic Blvd., Rm. 276, Pompano Beach, FL 33060 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"): Along West Atlantic Blvd., then, north to N.E. 4th St., east of N. Dixie Hwy. and west of N.E. 1st Ave. in Pompano Beach (collectively, the "Existing Overhead Facilities", WR # 4325642) to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities", WR # 4325648).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion (select one of the following ASRC Tiers):

ASRC Tier 1:

- a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
- b. The Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
- c. If the Applicant requests that facilities be placed in the ROW, the Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL or secure a ROW agreement through the appropriate local government(s) with FPL; and
- d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
- e. There are no state or federal funds available to the Applicant to cover any portion of the cost of the Conversion.

Special Circumstances. Conversions which do not meet the Tier 1 project size minimums described in section 1.a are eligible for the ASRC in the following special circumstances:

- i. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or
- ii. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

(Continued on Sheet No. 9.721)

(Continued from Sheet No. 9.720)

ASRC Tier 2. All eligibility criteria remain the same as Tier 1 with the exception that the Conversion Area must only include between approximately 1 to 3 pole line miles or a minimum of approximately 85 detached dwelling units within contiguous or closely proximate geographic areas.

ASRC Tier 3. A Conversion Area that is less than 1 pole line mile within contiguous or closely proximate geographic areas. Additionally, Tier 1 requirements for project completion timing in paragraph 1.a., as well as, paragraphs 1.b. and 1.d. do not apply.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.
- i. CIAC (excluding ASRC) \$ 325,386
 - ii. ASRC \$ 38,084
 - iii. CIAC Due \$ 287,302 (Cust. performs ALL UG work)

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.
5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental Applicants, whose CIAC includes a Tier 1 or Tier 2 ASRC, shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

(Continued on Sheet No. 9.722)

(Continued from Sheet No. 9.721)

- 9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
- 10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
- 11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
- 12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF POMPANO BEACH

FPL

Signed *James W. Beard*

Signed _____

Name See attached City Signature Page

Name _____

Title _____

Title _____

Signed _____

Name _____

Title _____

Approved as to Terms and Conditions (if required by Applicant)

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed _____

Name _____

Title _____

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Alicia J. Fischer

By: [Signature]
LAMAR FISHER, MAYOR

Christine Kendel

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 16th day of December 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

(Name of Acknowledger Typed, Printed or Stamped)



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

Commission Number

Overhead to Underground Conversion - Customer Cost Sheet

Project: Pompano Beach - Old Pompano Area

Date Estimate Provided to Customer: November 11, 2014

Customer Performs ALL UG Work

Underground Cost

New UG Installation (+)	\$241,767	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	(\$288,893)	Cost to install an overhead system at current hardening standards

Existing Overhead Cost

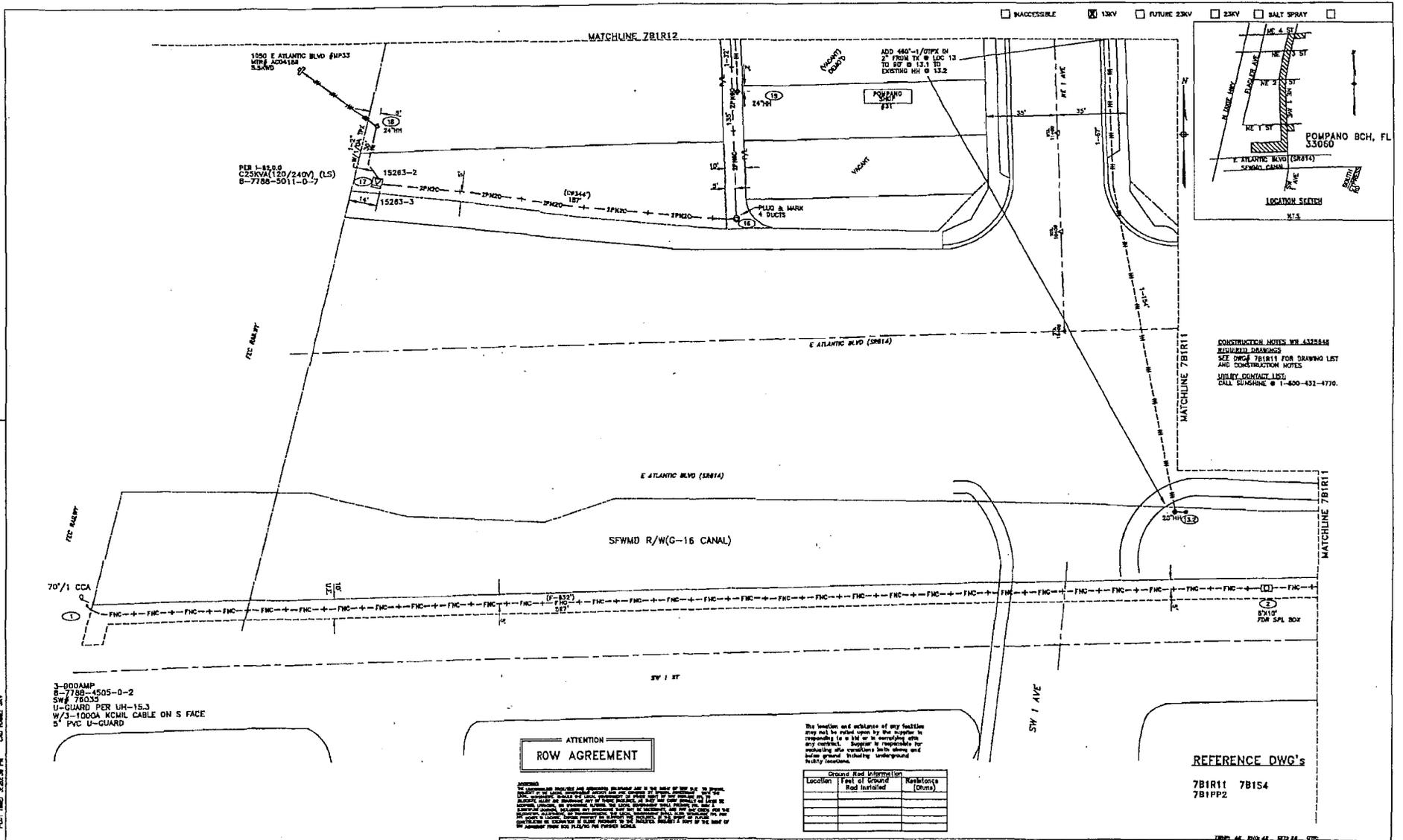
OH Removal Cost & Make ready (+)	\$345,097	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	\$27,415	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	\$0	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	\$0	Credit for re-usable items
Subtotal*	\$325,386	Total customer contribution as specified in Tariff 12.2.3
ASRC	(\$38,084)	Tier #3 (< 1 mile)
CIAC	\$287,302	
Engineering Deposit (-)	(\$5,852)	Engineering deposit previously collected
Net Due FPL	\$281,450	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	\$241,767	\$0	\$161,679	\$80,088
Credit for equivalent OH (-)	(\$288,893)	(\$150,960)	(\$96,855)	(\$41,078)
OH Removal Cost & Make ready (+)	\$345,097	\$258,715	\$44,577	\$41,805
Total	\$297,971	\$107,755	\$109,401	\$80,815
Net Book Value (+)	\$27,415			
Operational Costs Differential (+)	\$0			
Salvage Value (-)	\$0			
Subtotal*	\$325,386			
ASRC	(\$38,084)			
CIAC	\$287,302			
Engineering Deposit (-)	(\$5,852)			Engineering deposit previously collected
Net Due FPL	\$281,450			

Major Material Breakdown

	Quantity	Item
Install	16,187	Primary UG Cable (feet)
	0	UG Switch Cabinet
	14	UG Transformer (each)
	3	Splice box for UG feeder (each)
Remove	11,445	OH Primary Conductor (feet)
	38	Poles (each)
	20	OH Transformer (each)
	150	Primary UG Cable (feet)

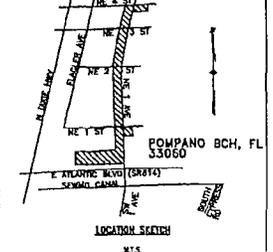


INACCESSIBLE
 13KV
 FUTURE 23KV
 23KV
 SALT SPRAY

1000 E ATLANTIC BLVD (HP33)
 WITH AC0418H
 13.5KV

 PER I-85.00
 C200VA(120/240V) (LS)
 B-7758-5011-D-7

ADD 480'-11/16" OH
 2" FROM TX @ LOC 13
 TO SET @ 13.1 TO
 EXISTING HH @ 13.2



CONSTRUCTION NOTES WR 432548
 REQUIRED DRAWINGS
 SEE DWG 7B1R11 FOR DRAWING LIST
 AND CONSTRUCTION NOTES
 UTILITY CONTACT LIST
 CALL SUNSHINE @ 1-800-431-4770.

3-000AMP
 B-7758-4505-0-2
 SW# 78035
 U-GUARD PER LH-15.3
 W/3-1000A KCWIL CABLE ON S FACE
 5" PVC U-GUARD

ATTENTION
ROW AGREEMENT

The location and existence of any facilities may not be what shown by the supplier in accordance with a bid or in accordance with any contract. Supplier is responsible for providing site conditions to the owner and before ground breaking underground facility locations.

Ground Rod Information	
Location	Remarks (Other)

REFERENCE DWG'S

 7B1R11 7B1S4
 7B1PP2

AS-BUILT COPY	AS-BUILT CREW PRINT	Element? YES <input type="checkbox"/> NO <input type="checkbox"/>	Survey/Stake? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Work with SHMP? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
FORMS	FORMS	Tree Work? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Designer/Stake? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	CI/Special Mkt? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on R.O.S.		Map Posting? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Trench Feet	Dual Bank Feet
Contractor's Signature	City	City X OR. DIST.	COUNTY AR	STATE RD X FAA
		RD	WAD X RR KING	COUNTY RD. TRANSIL.
		Posted by	Telephone Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	CATV Request? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>



DESIGNED BY P. HANLACHER
 DRAWN BY W. SHERMAN/ALR
 DATE 10/03/14
 MAP NO. U-0343

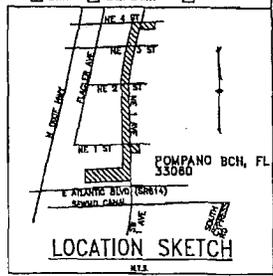
OH TO UG CONVERSION
 CITY OF POMPAHO BEACH
 1100 ATLANTIC BLVD & NE 1 AVE
 POMPAHO BEACH / BROWARD COUNTY, FL

432548 D 10/03/14
 ASSEMBLY AUTH NO. NO. DATE

DH TO UG CONV. FULL FDR & PIR CABLE INST TX'S TO SVC POMPAHO BEACH
 REVISION

DWG NO. 7B1R10
 WR 432548 REV D043-25-848

INACCESSIBLE 13KV FUTURE 23KV 23KV PAINT SPRAY



MATCHLINE 781R12

CONSTRUCTION NOTES PER 4325648

REQUIRED DRAWINGS
 781R10 781R14
 781R11 781S4
 781R12 781R22
 781R13 881P33

ADDITIONAL CONSTRUCTION NOTES
 - MAINTAIN 5 FT OF CLEARANCE IN FRONT OF PAD, 3 FT AT SIDES AND REAR.
 - MAINTAIN 5 FT OF CLEARANCE FROM BUILDINGS.

SPRINKLE VOLTAGE
 - VARIES AS NOTED

TRENCH NOTES
 EXISTENCE TO FEET FRONT
 MAINTAIN A MINIMUM OF 18" SEPARATION FROM ALL OTHER UTILITIES
 INSTALL #125 WIRE ALONGSIDE EMPTY CONDUIT RUNS

ELECTRICAL INSTALLATION CONDUIT
 - CUSTOMER INSTALLED ALL PVC OR DIRECTIONAL BORE

SHIELD
 - FNC IS 300 1000A 23KV XPEL CABLE IN 6" PVC CONDUIT WITH 3/4" MINIMUM COVER.
 - SPRINKLE 305F/CM 23KV-XPEL JCT IN 3"-3" PVC WITH 3/4" MINIMUM COVER.
 - SECONDARY IS #1/2" IPE HANG-UP IN 1.5"-3" PVC WITH 3/4" MINIMUM COVER (UNLESS OTHERWISE NOTED).
 - ALL SERVICES TO BE INSTALLED, OWNED & MAINTAINED BY THE CUSTOMER.
 - COORDINATE WITH W#4325647, 4325644

STANDARD NOTES:
 ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER (EOM) IDENTIFY CABLE PULL DISTANCE.
 UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING.
 INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS FOR 0.25, 0-115.0

UTILITY CONTACT LIST:
 CALL SUNSHINE @ 1-800-432-4370.

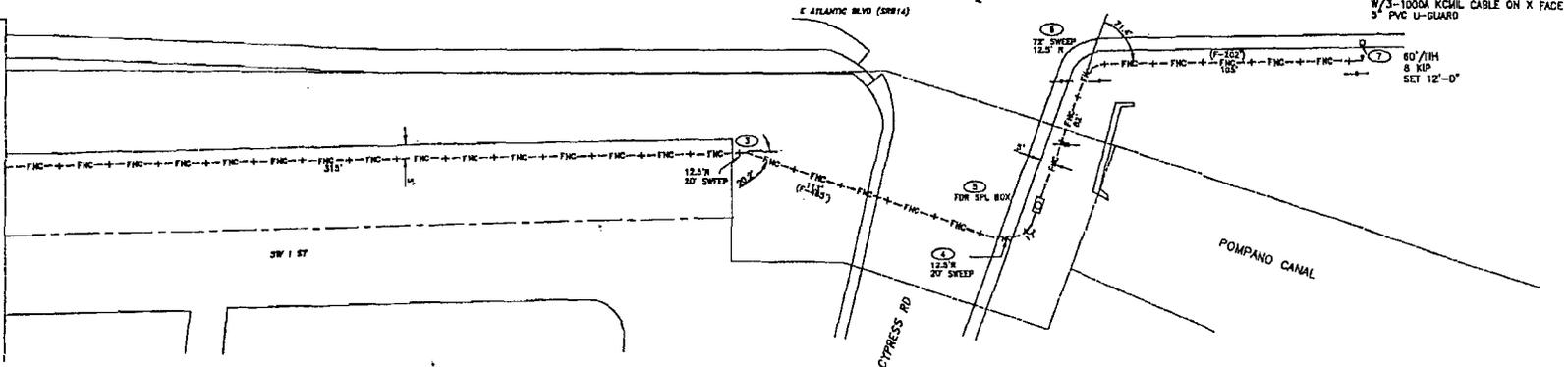
ADDITIONAL CONSTRUCTION NOTES

PER THE STANDARDS AS FOLLOWS:
 L-17.0.3 FOR LOCATING SINGLE PHASE TRANSFORMERS.
 L-17.0.2 FOR HANG-HOLES, 24", 30", & 48" AS NOTED
 UN-2.0.0 PG 5 FOR PVC U-GUARD ENTRANCE DETAIL (RISER AT A POLE).
 UN-8.0.0 ELLS AT RISER POLES & PADMOUNTED TRANSFORMERS.
 UN-15.0.0 FOR ELECTRONIC MARKERS (EOMTS)
 UN-18.0.0 FOR FEEDER SPLICE BOXES.
 UN-19.0.0 FOR 48Y HANG HOLE - PRIMARY SPLICE BOX, (FOR 30" MOVEMENT LOADS) 181 SET - UN-102)
 UN-27 FOR PROTECTIVE BARRIER AND CLEARANCES TO PAD MOUNTED TRANSFORMERS & SWITCHES.
 UN-28.0.2 & UN-28.0.3 FOR DIRECTIONAL BONDING INSTALLATION GUIDELINES.
 UN-12.0.0 FOR IDENTIFICATION OF VACANT CONDUITS.
 I-82.0 FOR SINGLE PHASE HIGH STYLE PANE (CONMTL AND CABLE SIZE > 4/0 AL) (UN-117.0.2 CONCPAD)
 I-88.0.2 FOR OPEN WYE-OPEN DELTA TX BANKS, (02-115.0.1 FOR CONCRETE PAD) NOTED WITH LEADING PHASE REGULAR STYLE LTD TX ON RIGHT SIDE AND LAGGING/NEXT PHASE LOW STYLE PWR TX ON LEFT SIDE. SECONDARY / SERVICE CABLES TO ENTER THE PAD ON THE RIGHT SIDE OF THE LIGHTING TX WINDOW.
 I-79.0.1 FOR 3 PHASE DEAD FRONT SECTIONALIZING (UN-114.0.2 FOR LOOP STYLE CONCRETE PAD)

DESIGNER:
 PLS PROVIDE POLE SIZES
 FOR THE PH AND FOR RISERS

MATCHLINE 781R10

E ATLANTIC BLVD



3-080LMP
 8-7786-8708-0-4
 SW# 75038
 U-GUARD PER UN-15.3
 W/3-1000A KCMIL CABLE ON X FACE
 3" PVC U-GUARD

ATTENTION
ROW AGREEMENT

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA.

Loc/Use	Ground Rod Information	
	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

REFERENCE DWG's

781R10 781S4
 781R13

DATE: 10/03/14 10:48 AM CAD NAME: TJC

4325648	0	10/03/14	OK TO UG CONV. PULL FOR A PIR CABLE. INST TYS TO SVC POMPANO BEACH
ASBULT	AUTH NO.	NO.	DATE

AS-BUILT COPY	AS-BUILT CREW PRINT	Consent/	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Survey/Status?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Work with SMOY	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Tree Work?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Designer/Status?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CT/Speed Mkt	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
		Map Posting?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Trench Feet		Dust Bank Feet	
				CITY X DR. DIST.	COUNTY AIR	STATE RD X FAA	
				WMO X RR SIG	COUNTY NO.	TRANSN.	

DESIGNED BY: P. HANLON
 DRAWN BY: W. SHROCK
 DATE: 10/03/14
 MAP NO.: U-0343

DESIGNED BY: P. HANLON
 DRAWN BY: W. SHROCK
 DATE: 10/03/14
 MAP NO.: U-0343

SCALE: 0 10 20 40 FEET

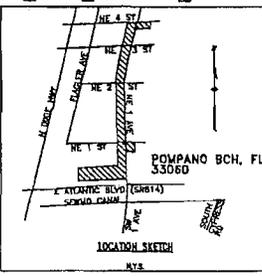
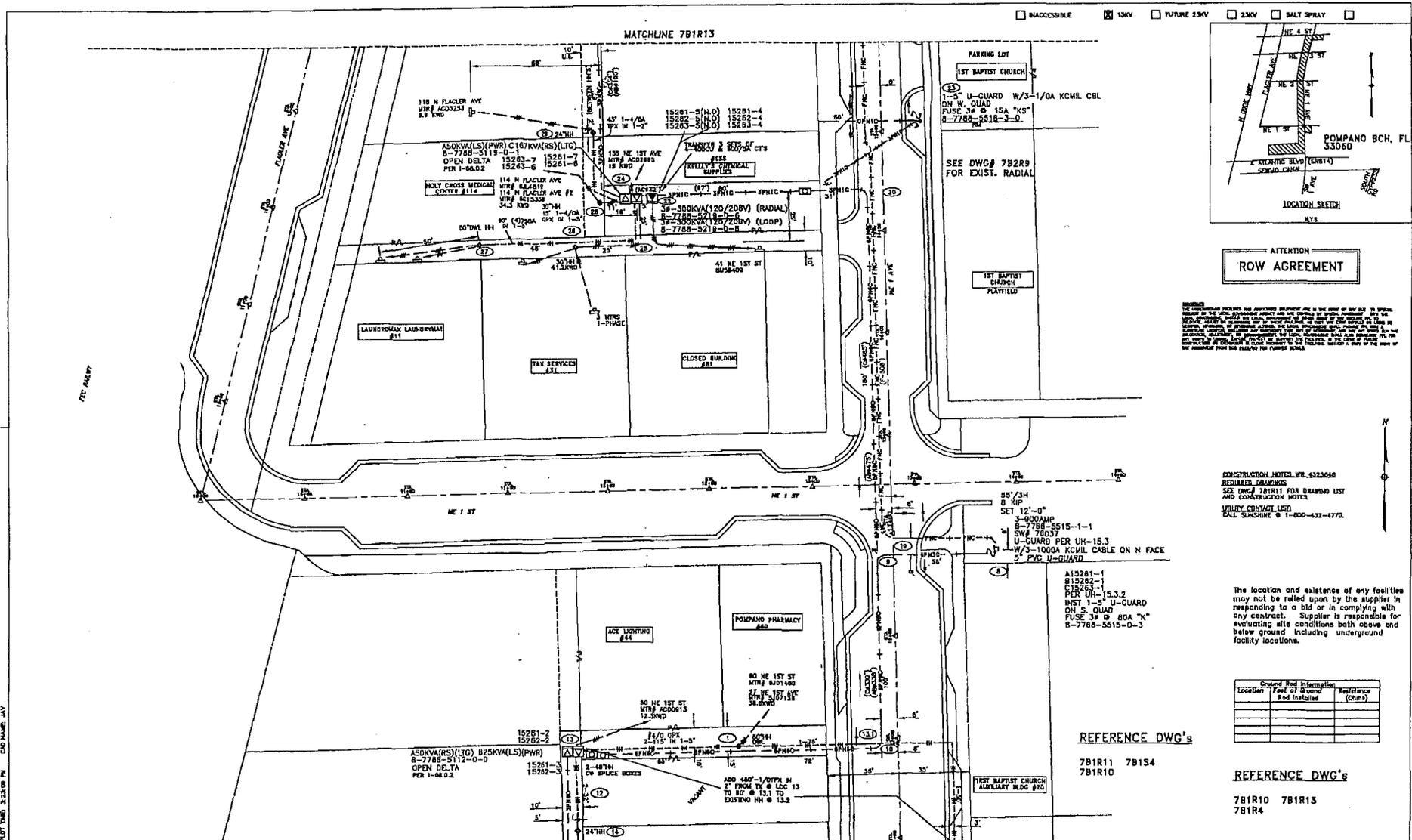
DATE: 10/03/14

SCALE: 0 10 20 40 FEET

TRIP - 4 1/2 HRS. 8:30 AM - 5:00 PM

OH TO UG CONVERSION
 CITY OF POMPANO BEACH
 1/2 ATLANTIC BLVD & NE 1 AVE
 POMPANO BEACH / BROWARD COUNTY, FL

DWG NO. **781R11**
 W#4325648 PER D043-25-648



ATTENTION
ROW AGREEMENT

NOTES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM ALL UTILITIES AND AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM ALL UTILITIES AND AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM ALL UTILITIES AND AGENCIES INVOLVED IN THE PROJECT.

CONSTRUCTION NOTES: SEE DWG 78111 FOR BRACING LIST AND CONNECTION NOTES. UTILITY CONTACT LIST: CALL SUNSHINE @ 1-800-432-1770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Foot of Ground	Reference (Chm)

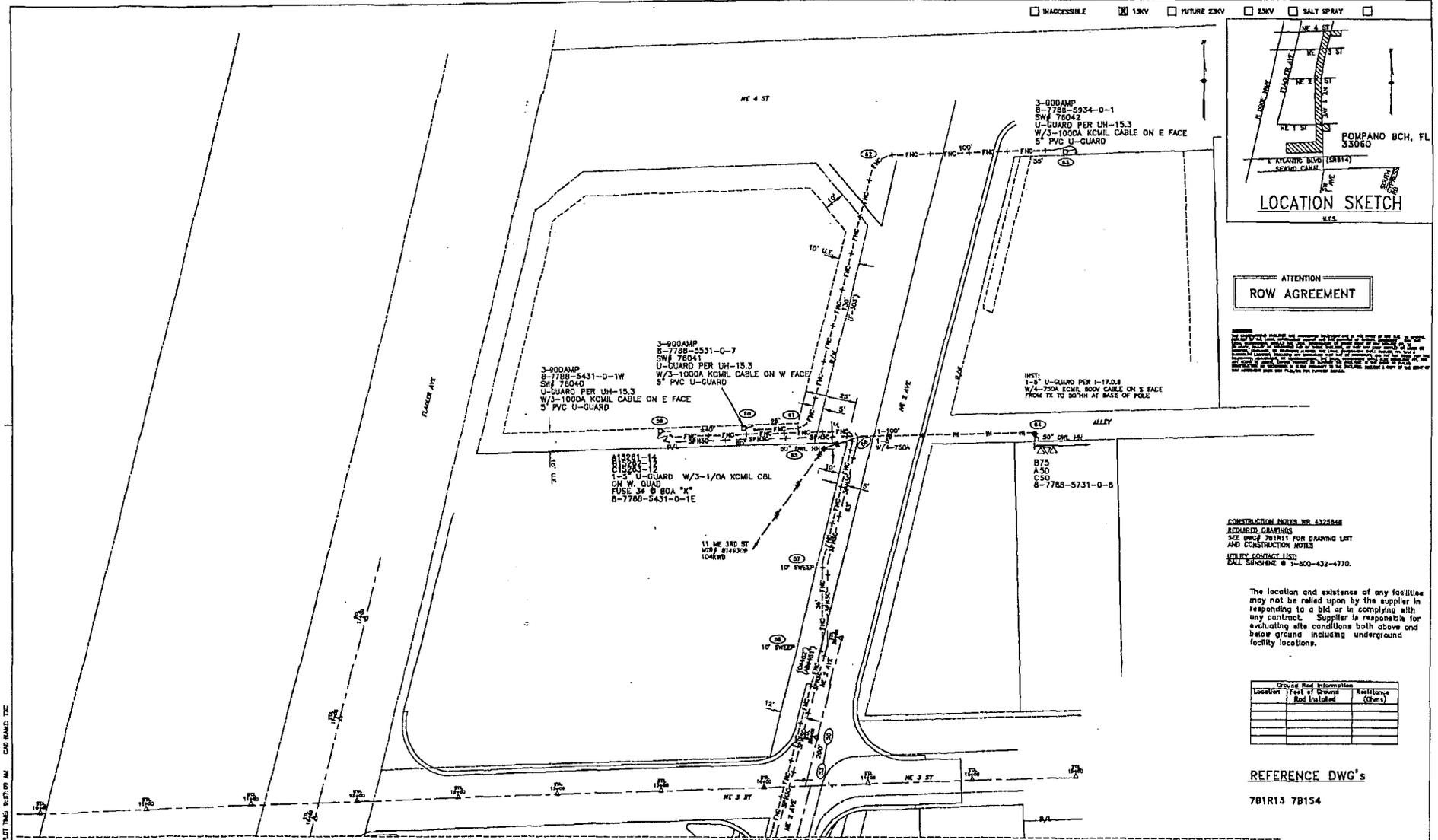
REFERENCE DWG'S

781R11 781S4
781R10

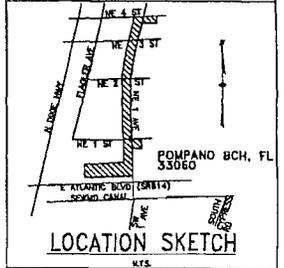
REFERENCE DWG'S

781R10 781R13
781R4

AS-BUILT COPY DESIGNED BY: P. HANLASHER DRAWN BY: W. SHUKMAN/MLR DATE: 10/03/14 MAP NO.: U-0343 SCALE: 0 10 20 40 FEET	AS-BUILT CREW PRINT DESIGNED BY: P. HANLASHER DRAWN BY: W. SHUKMAN/MLR DATE: 10/03/14 MAP NO.: U-0343 SCALE: 0 10 20 40 FEET	CONTRACTOR: REMSON PROJECT: OH TO UG CONVERSION CITY: POMPANO BEACH COUNTY: BROWARD COUNTY, FL	DESIGNED BY: P. HANLASHER DRAWN BY: W. SHUKMAN/MLR DATE: 10/03/14 MAP NO.: U-0343 SCALE: 0 10 20 40 FEET	OH TO UG CONVERSION CITY OF POMPANO BEACH V/O ATLANTIC BLVD & NE 1 AVE POMPANO BEACH / BROWARD COUNTY, FL DWG NO.: 781R12 REV: 4325648, D043-25-648
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INACCESSIBLE
 13KV
 FUTURE 23KV
 23KV
 SALT SPRAY



ATTENTION
ROW AGREEMENT

NOTICE: THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY CONTRACT. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS AND EASEMENTS FROM THE PROPERTY OWNERS AND THE CITY OF POMPANO BEACH. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS AND EASEMENTS FROM THE PROPERTY OWNERS AND THE CITY OF POMPANO BEACH.

3-900AMP
 8-7788-5931-0-7
 SW# 7804
 U-GUARD PER UH-15.3
 W/3-1000A KCMIL CABLE ON W FACE
 S' PVC U-GUARD

3-900AMP
 8-7788-5431-0-1W
 SW# 7804D
 U-GUARD PER UH-15.3
 W/3-1000A KCMIL CABLE ON E FACE
 S' PVC U-GUARD

015281-14
 015281-12
 015281-10
 1-3 U-GUARD W/3-1/0A KCMIL CBL
 ON W. GUARD
 FUSE 3# 8 SDA "X"
 8-7788-5431-0-1E

1-8 U-GUARD PER I-17.0.8
 W/4-750A KCMIL BODY CABLE ON S FACE
 FROM TX TO 30' W/4 AT BASE OF POLE

B73
 A50
 C90
 8-7788-5731-0-8

CONSTRUCTION NOTES WR 4322648
 REFERRED DRAWINGS
 SEE DWG# 781R13 FOR DRAWING LIST
 AND CONSTRUCTION NOTES
 UTILITY CONTACT LIST
 CALL SUPERVISOR @ 1-800-432-4770.

The location and existence of any facilities
 may not be relied upon by the supplier in
 responding to a bid or in complying with
 any contract. Supplier is responsible for
 evaluating site conditions both above and
 below ground including underground
 facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG'S
 781R13 78154

PLOT DATE: 10/17/2014 PLOT TIME: 8:20:09 AM CAD NAME: TFC

AS-BUILT	4329648	0	10/23/14	OH TO UG CONV. PULL FOR & PRI CABLE, INST TX'S TO SVC POMPANO BEACH
AS-BUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY	AS-BUILT CREW PRINT	Essential? YES <input type="checkbox"/> NO <input type="checkbox"/>	Survey/Stats? YES <input type="checkbox"/> NO <input type="checkbox"/>	Work with SMOP? YES <input type="checkbox"/> NO <input type="checkbox"/>
NO	YES	True Work? YES <input type="checkbox"/> NO <input type="checkbox"/>	Designer/Stats? YES <input type="checkbox"/> NO <input type="checkbox"/>	CI/Spect/ Mtr? YES <input type="checkbox"/> NO <input type="checkbox"/>
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on R.O.C.		Map Porting? YES <input type="checkbox"/> NO <input type="checkbox"/>	Trench Feet	Dust Bank Feet
All (AS-BUILT) ground data have been given & verified to be valid. All (AS-BUILT) locations are shown on all locations.		City X OR DIST. COUNTY AIR STATE RD X FAA	WMD X RR XMG COUNTY RD. TRANSAL.	Telephone Request? YES <input type="checkbox"/> NO <input type="checkbox"/>
Designer's Signature		Posted by	CATV Request? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Inspector's Signature				

DESIGNED BY	P. HARLACHER	DATE	10/03/14
DRAWN BY	W. SHERMAN	MAP NO.	U-0343
OH TO UG CONVERSION CITY OF POMPANO BEACH V/O ATLANTIC BLVD & NE 1 AVE POMPANO BEACH / BROWARD COUNTY, FL		DATE	10/17/2014
W/4325848		W/043-25-648	



0 10 20 40
 FEET

EXHIBIT B

UNDERGROUND FACILITIES CONVERSION AGREEMENT (NON-GAF)

This Agreement, is made and entered into this _____ day of _____, 20___, by and between _____ CITY OF POMPANO BEACH ("Applicant"), with an address of _100 W. Atlantic Blvd., Rm. 276, Pompano Beach, FL 33060 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"): Along West Atlantic Blvd., then, north to N.E. 4th St., east of N. Dixie Hwy. and west of N.E. 1st Ave. in Pompano Beach (collectively, the "Existing Overhead Facilities", WR # 4325642) to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities", WR # 4325648).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Avoided Storm Restoration Cost ("ASRC") Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion (select one of the following ASRC Tiers):

ASRC Tier 1:

- a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
- b. The Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
- c. If the Applicant requests that facilities be placed in the ROW, the Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL or secure a ROW agreement through the appropriate local government(s) with FPL; and
- d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
- e. There are no state or federal funds available to the Applicant to cover any portion of the cost of the Conversion.

Special Circumstances. Conversions which do not meet the Tier 1 project size minimums described in section 1.a are eligible for the ASRC in the following special circumstances:

- i. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or
- ii. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

(Continued on Sheet No. 9.721)

(Continued from Sheet No. 9.720)

ASRC Tier 2. All eligibility criteria remain the same as Tier 1 with the exception that the Conversion Area must only include between approximately 1 to 3 pole line miles or a minimum of approximately 85 detached dwelling units within contiguous or closely proximate geographic areas.

ASRC Tier 3. A Conversion Area that is less than 1 pole line mile within contiguous or closely proximate geographic areas. Additionally, Tier 1 requirements for project completion timing in paragraph 1.a., as well as, paragraphs 1.b. and 1.d. do not apply.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

- i. CIAC (excluding ASRC) \$ 504,011
- ii. ASRC \$ 47,015
- iii. CIAC Due \$ 456,996 (Cust. performs ALL UG work)

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental Applicants, whose CIAC includes a Tier 1 or Tier 2 ASRC, shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

(Continued on Sheet No. 9.722)

(Continued from Sheet No. 9.721)

- 9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
- 10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
- 11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
- 12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

CITY OF POMPANO BEACH

FPL

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Signed _____

Name _____

Title _____

Approved as to Terms and Conditions (if required by Applicant)

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed _____

Name _____

Title _____

Overhead to Underground Conversion - Customer Cost Sheet

Project: Pompano Beach - Old Pompano Area

Date Estimate Provided to Customer: November 11, 2014

Customer Performs ALL UG Work

Underground Cost

New UG Installation (+)	\$241,767	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	(\$288,893)	Cost to install an overhead system at current hardening standards

Existing Overhead Cost

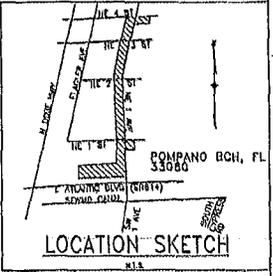
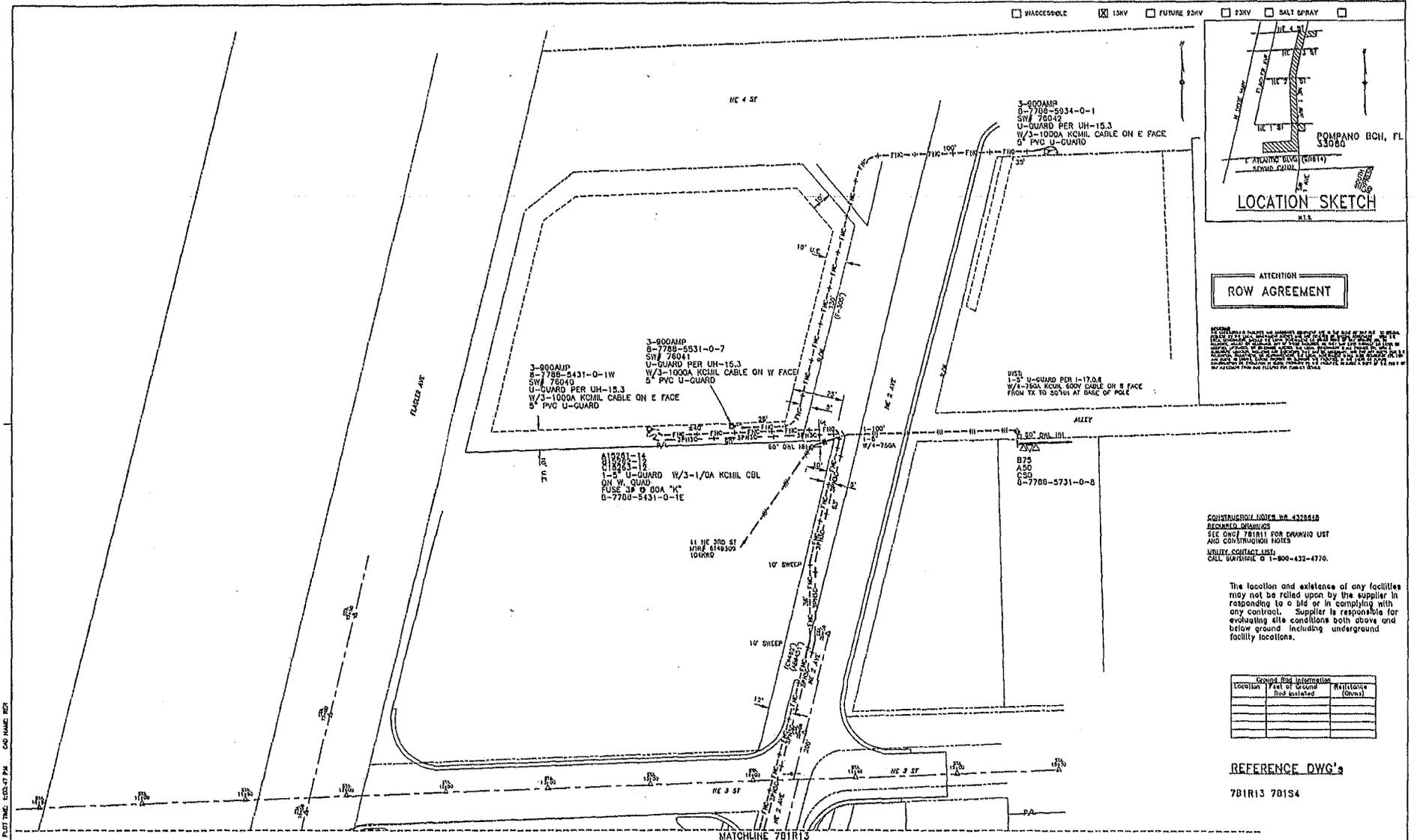
OH Removal Cost & Make ready (+)	\$345,097	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	\$206,040	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	\$0	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	\$0	Credit for re-usable items
Subtotal*	\$504,011	Total customer contribution as specified in Tariff 12.2.3
ASRC	(\$47,015)	Tier #3 (< 1 mile)
CIAC	\$456,996	
Engineering Deposit (-)	(\$5,852)	Engineering deposit previously collected
Net Due FPL	\$451,144	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	\$241,767	\$0	\$161,679	\$80,088
Credit for equivalent OH (-)	(\$288,893)	(\$150,960)	(\$96,855)	(\$41,078)
OH Removal Cost & Make ready (+)	\$345,097	\$258,715	\$44,577	\$41,805
Total	\$297,971	\$107,755	\$109,401	\$80,815
Net Book Value (+)	\$206,040			
Operational Costs Differential (+)	\$0			
Salvage Value (-)	\$0			
Subtotal*	\$504,011			
ASRC	(\$47,015)			
CIAC	\$456,996			
Engineering Deposit (-)	(\$5,852)			Engineering deposit previously collected
Net Due FPL	\$451,144			

Major Material Breakdown

	Quantity	Item
Install	16,187	Primary UG Cable (feet)
	0	UG Switch Cabinet
	14	UG Transformer (each)
	3	Splice box for UG feeder (each)
Remove	11,445	OH Primary Conductor (feet)
	38	Poles (each)
	20	OH Transformer (each)
	150	Primary UG Cable (feet)



ATTENTION
ROW AGREEMENT

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM ALL UTILITIES AND AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM ALL UTILITIES AND AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ROW AGREEMENTS FROM ALL UTILITIES AND AGENCIES INVOLVED IN THE PROJECT.

CONSTRUCTION NOTES NO. 4328418
RECORDED DRAWING
SEE DWG 7B1R11 FOR DRAWING LIST
AND CONSTRUCTION NOTES
UTILITY CONTACT LIST:
CALL WATERLINE @ 1-800-432-4770.

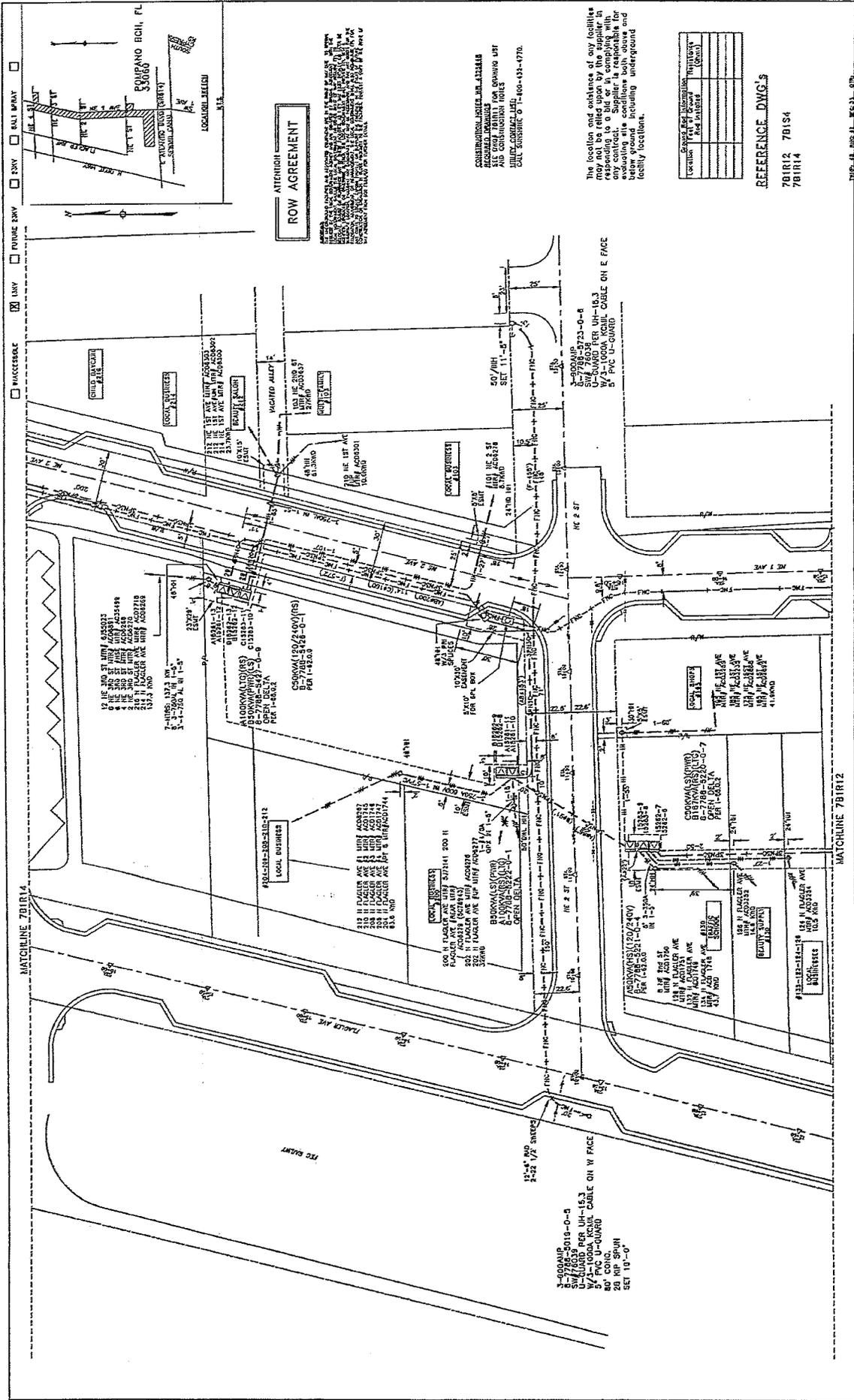
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Location	Utility	Reference	Remarks

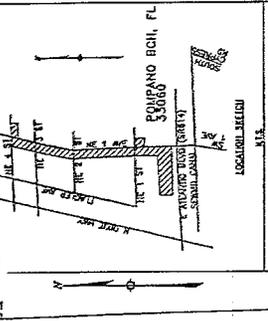
REFERENCE DWG'S
7B1R13 7B1S4

PLOT DATE: 11/25/2014 PLOT TIME: 10:47 PM CDD NAME: BEN

AS-BUILT COPY AS-BUILT CREW PRINT CHECKED: DRAWN: DATE: TIME:		Enticement? YES <input type="checkbox"/> NO <input type="checkbox"/> Survey/Sheet? YES <input type="checkbox"/> NO <input type="checkbox"/> Work with SNOT? YES <input type="checkbox"/> NO <input type="checkbox"/>			DESIGNED BY: P. HARLACHER DRAWN BY: W. SHERMAN DATE: 10/03/14 SHEET NO.: U-0313 OF 20 SHEETS
JOB CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RCD.		Tree Work? YES <input type="checkbox"/> NO <input type="checkbox"/> Outlines/Signet? YES <input type="checkbox"/> NO <input type="checkbox"/> OT/Spec'd Mkt? YES <input type="checkbox"/> NO <input type="checkbox"/>			
SIGNATURE REQUIRED: DATE:		Map Position? YES <input type="checkbox"/> NO <input type="checkbox"/> Trench Feet: Duct Bank Feet:		CITY: 2 OR. DIST.: COUNTY: ARI STATE: NO. X FAX:	
AS-BUILT COPY AS-BUILT CREW PRINT		WMD: 2 RM: XING COUNTY: NO. TRANS:		OH TO UG CONVERSION CITY OF POMPANO BEACH P.O. ATLANTIC BLVD & NE 1 AVE POMPANO BEACH / BROWARD COUNTY, FL DWG NO. 7B1R14 4325648 FROM D043-25-648	



ACCESSORY
 LAW
 FUTURE 20W
 20W
 BALL W/AT



ROW AGREEMENT

THIS ROW AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE CITY OF POMPAÑO BEACH, FLORIDA, AND THE PROPERTY OWNER(S) OF THE PROPERTY SHOWN HEREON. THE CITY OF POMPAÑO BEACH, FLORIDA, HAS THE RIGHT TO USE THE PROPERTY SHOWN HEREON FOR THE PURPOSES OF THE PROJECT DESCRIBED IN THE PERMITS AND ORDINANCES REFERRED TO IN THIS AGREEMENT. THE PROPERTY OWNER(S) OF THE PROPERTY SHOWN HEREON HAS/HAVE AGREED TO GRANT THE CITY OF POMPAÑO BEACH, FLORIDA, THE RIGHT TO USE THE PROPERTY SHOWN HEREON FOR THE PURPOSES OF THE PROJECT DESCRIBED IN THE PERMITS AND ORDINANCES REFERRED TO IN THIS AGREEMENT. THE CITY OF POMPAÑO BEACH, FLORIDA, SHALL BE RESPONSIBLE FOR THE COST OF THE PROJECT DESCRIBED IN THE PERMITS AND ORDINANCES REFERRED TO IN THIS AGREEMENT. THE PROPERTY OWNER(S) OF THE PROPERTY SHOWN HEREON SHALL BE RESPONSIBLE FOR THE COST OF THE PROJECT DESCRIBED IN THE PERMITS AND ORDINANCES REFERRED TO IN THIS AGREEMENT.

CONTRACTOR: PETER W. J. JACOBSON
 ADDRESS: 12345 W. OCEAN BLVD
 SUITE 100, POMPANO BEACH, FL 33062
 PHONE: 954-781-1234
 FAX: 954-781-5678
 E-MAIL: PJ@POMPAÑOBEACH.COM

The location and address of any facility may not be relied upon by the applicant or any other person in connection with any application for a permit or license. The applicant shall be responsible for obtaining all necessary permits and licenses from the appropriate authorities. The applicant shall be responsible for obtaining all necessary easements and rights-of-way from the appropriate authorities. The applicant shall be responsible for obtaining all necessary approvals from the appropriate authorities. The applicant shall be responsible for obtaining all necessary approvals from the appropriate authorities.

Location	Facility	Depth	Material

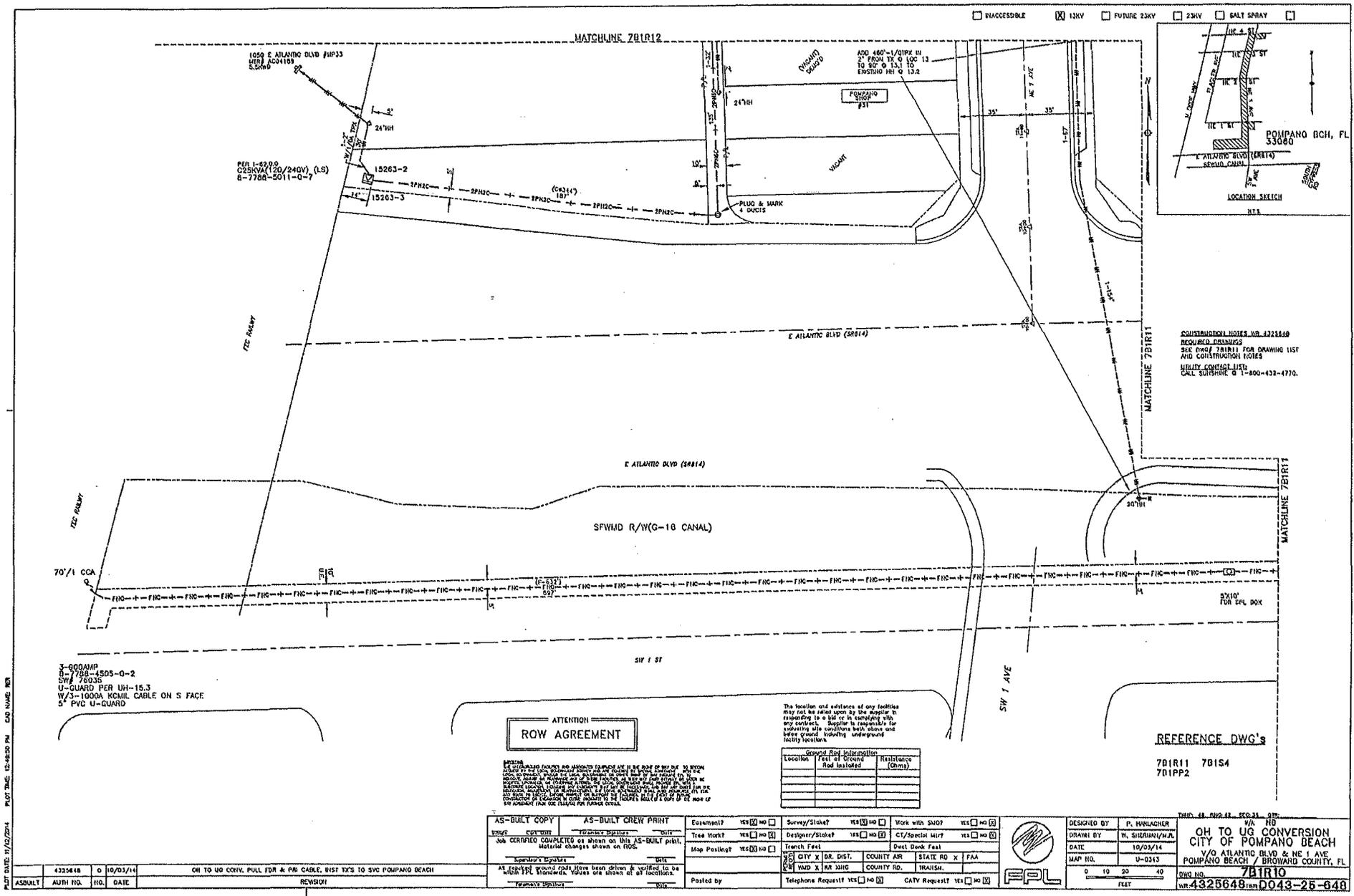
REFERENCE DWG'S
 781R12 781S4
 781R14

MATCHLINE 781R14
 MATCHLINE 781R12

AS-BUILT COPY DATE: 10/23/14 DRAWN BY: W. SHAW DATE: 10/23/14 CHECKED BY: R. HANCOCK DATE: 10/23/14	ESTIMATE NO. 1000 ESTIMATE DATE: 10/23/14 ESTIMATE BY: W. SHAW	CITY OF POMPAÑO BEACH COUNTY: DADE STATE: FL PROJECT NO. 1000	SHEET NO. 1000 TOTAL SHEETS: 1000
--	--	--	--------------------------------------

ON TO US COWI, PUL, FRP & PAI CANALS, JUST THIS TO THE POMPAÑO BEACH
 REVISION:

1325448 0 10/23/14
 1325448 0 10/23/14



PLOT DATE: 11/20/2014
 PLOT TIME: 12:44:30 PM
 CPO NAME: N/A

3-000AMP
 0-1708-4505-0-2
 SW# 78035
 U-GUARD PER UH-15.3
 W/3-1000A KCMIL CABLE ON S FACE
 5" PVC U-GUARD

ATTENTION
ROW AGREEMENT

THE LOCATION AND EXISTENCE OF ANY UTILITIES
 SHOWN ON THIS PLAN ARE BASED ON THE RECORD
 DRAWINGS AND FIELD SURVEY. THE CONTRACTOR
 SHALL BE RESPONSIBLE FOR VERIFYING THE
 LOCATION AND DEPTH OF ALL UTILITIES
 PRIOR TO CONSTRUCTION. THE CONTRACTOR
 SHALL BE RESPONSIBLE FOR OBTAINING ALL
 NECESSARY PERMITS AND AGREEMENTS
 FROM THE APPROPRIATE AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE
 FOR PROTECTING ALL UTILITIES AND
 STRUCTURES REMAINING ON THE SITE.
 THE CONTRACTOR SHALL BE RESPONSIBLE
 FOR MAINTAINING ACCESS TO ALL
 ADJACENT PROPERTIES AT ALL TIMES.
 THE CONTRACTOR SHALL BE RESPONSIBLE
 FOR RESTORING ALL UTILITIES AND
 STRUCTURES TO ORIGINAL OR BETTER
 CONDITION AFTER COMPLETION OF
 WORK. THE CONTRACTOR SHALL BE
 RESPONSIBLE FOR OBTAINING ALL
 NECESSARY PERMITS AND AGREEMENTS
 FROM THE APPROPRIATE AGENCIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE
 FOR PROTECTING ALL UTILITIES AND
 STRUCTURES REMAINING ON THE SITE.
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 FOR MAINTAINING ACCESS TO ALL
 ADJACENT PROPERTIES AT ALL TIMES.
 THE CONTRACTOR SHALL BE RESPONSIBLE
 FOR RESTORING ALL UTILITIES AND
 STRUCTURES TO ORIGINAL OR BETTER
 CONDITION AFTER COMPLETION OF
 WORK.

The location and existence of any facilities
 may not be stated upon by the engineer in
 response to a list of all utilities in the
 vicinity. Engineer is responsible for
 locating site conditions both above and
 below ground including underground
 facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG'S
 701R11 701S4
 701PP2

AS-BUILT COPY DATE: 10/23/14 JOB: OH TO UG CONVERSION DRAWN BY: W. SHEKHAR/PA DATE: 10/23/14 MAP NO.: U-0213 DWG NO.: 4325648	AS-BUILT CREW PRINT DATE: 10/23/14 JOB: OH TO UG CONVERSION DRAWN BY: W. SHEKHAR/PA DATE: 10/23/14 MAP NO.: U-0213 DWG NO.: 4325648	Easement? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Tree Work? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Map Posting? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Survey/Stake? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Designer/Stake? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Trench Feet? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CITY X DR. DIST. COUNTY AR STATE RD X FAA WND X RR DRG COUNTY RD. TRANS.	Work with SHOT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CI/Special W/P? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Dual Deck Feet? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Telephone Request? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO CATV Request? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DESIGNED BY: F. HANLACHER DRAWN BY: W. SHEKHAR/PA DATE: 10/23/14 MAP NO.: U-0213 DWG NO.: 4325648 TITLE: OH TO UG CONVERSION CITY OF POMPANO BEACH V/O ATLANTIC BLVD & NE 1 AVE POMPANO BEACH / BROWARD COUNTY, FL DWG NO.: 701R10 NO. 4325648 11/20/2014 10:31 AM 0 10 20 40 FEET
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UNACCESSIBLE 13KV FUTURE 23KV 23KV SALT SPRAY

ATTENTION
ROW AGREEMENT

DISCLAIMER:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT ON OTHER RIGHT OF WAY REQUEST, PER TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST CURRENTLY OR LATER BE LOCATED, PROVIDED ON OTHERWISE ALLOWED, THE LOCAL GOVERNMENT SHALL BE RESPONSIBLE FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO BE RESPONSIBLE FOR ANY COSTS TO LOCATE, DIGEST, PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXPANSION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DDC FILES/00 FOR FURTHER DETAILS.

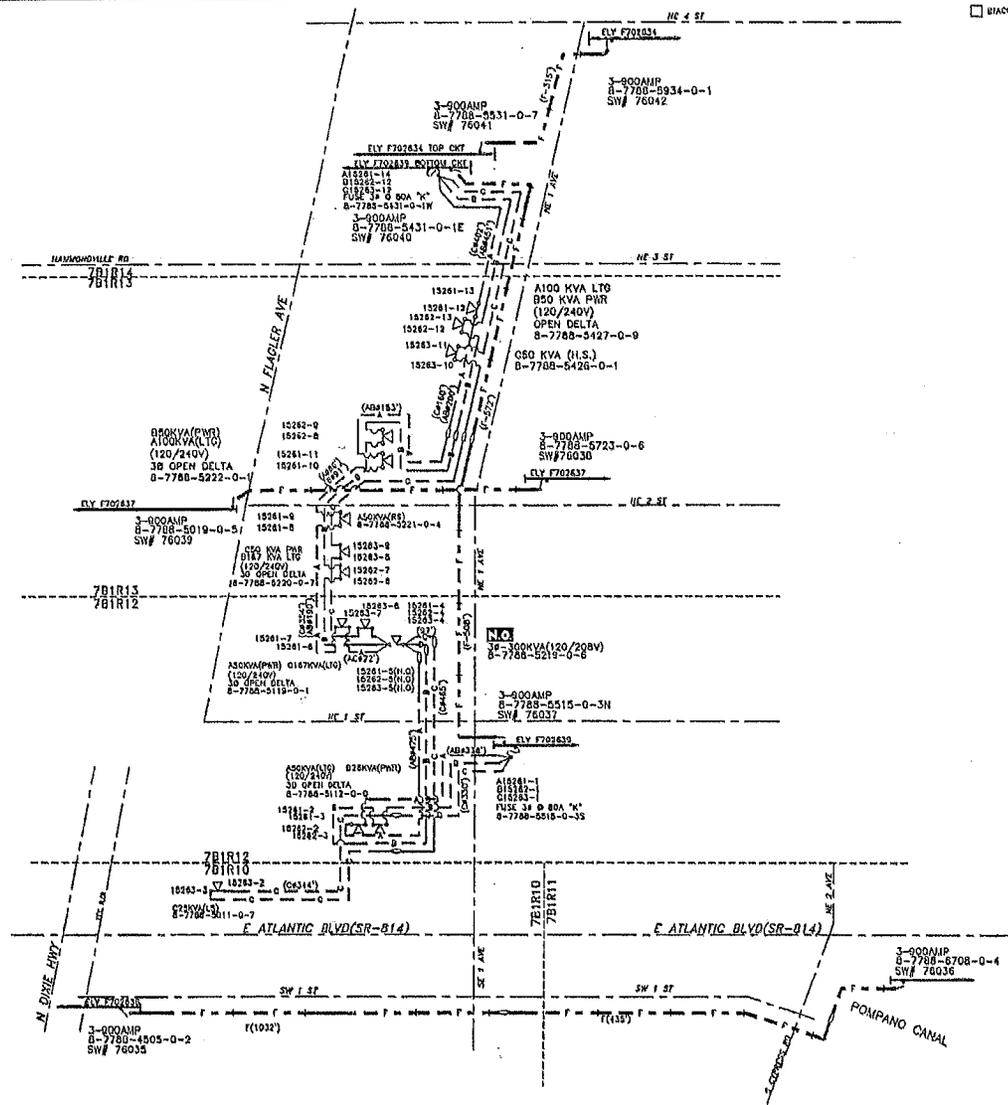
CONSTRUCTION NOTES, WR 132618
ALIGNED, CORRIDORS
SEE DRAW 781R13 FOR DRAWING LIST AND CONSTRUCTION NOTES
UTILITY CONTACT LIST:
CALL SUPERVISOR G 1-800-432-4770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

13KV UG LOOP LOADING		
g- LOOP	KVAC	FUSE
A-15261	450	80A-K
B-15262	367	80A-K
C-15263	442	80A-K

REFERENCE DWG'S

- 781R10 781R11
- 781R12 781R13 801R14
- 781PP2 781PP3



AS-BUILT COPY	AS-BUILT CREW PRINT	Estimate? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Survey/Sight? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Work with SMOI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Noted changes shown on RCP.	Tree Work? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Designer/State? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CI/Special LUT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Dual Bank Feat? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
REVISIONS	Map Posting? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	French Feat? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CITY X OR DIST. COUNTY ARR	STATE RD X FAA
All rights reserved. No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of Pompano Beach.	Posted by	Telephone Request? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	COUNTY RR X ILLINO COUNTY RD.	TRANSN.

DESIGNED BY	P. HERRMANN	DATE	10/03/14
DRAWN BY	W. SHERMAN	HAP NO.	U-0143
		CH. TO UG CONVERSION CITY OF POMPAHO BEACH V/O ATLANTIC BLVD & NE 1 AVE POMPAHO BEACH / BROWARD COUNTY, FL DDC NO. 781S4 WR 4326648 DWG DO43-25-648	

PLOT TIME: RELEASE PM 0:00 NAME: RCR
 PLOT DATE: 11/20/2014

4326648	0	10/03/14	CH TO UG CONV, PULL FOR 4 PIN CABLE, INST TCR TO SVC POMPAHO BEACH
AS-BUILT	AUTH. NO.	NO.	DATE

Meeting Date: April 14, 2015

Agenda Item 16

REQUESTED COMMISSION ACTION:

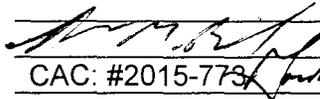
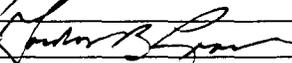
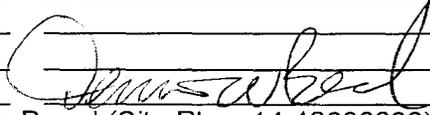
Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DECLARATION OF UNITY OF TITLE; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: On May 28, 2014 the Planning & Zoning Board issued a development order (PZ #: 14-12000003) for the Utility Field Service Complex, necessitating Unity of Title because the complex is on two parcels. Because this is City-owned property, the City Commission must authorize the proper City officials to sign and execute the Declaration prior to it being sent to the Broward County Records Division for recordation.

- (1) Origin of request for this action: Development Services Department
- (2) Primary staff contact: Scott Reale/ Robin Bird Ext. 4667
- (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	3/20/2015	Approval	
City Attorney	3/25/2015		CAC: #2015-773 
City Manager			
<input checked="" type="checkbox"/> Advisory Board		Planning & Zoning Board (Site Plan: 14-12000003)	

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-773

March 25, 2015

TO: Scott Reale, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution Approving Declaration of Unity of Title

As requested in your memorandum received on March 24, 2014, under cover of Department of Development Services Memorandum #15-141, 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 DECLARATION OF UNITY OF TITLE;
PROVIDING AN EFFECTIVE DATE.**

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

GORDON B. LINN

/jrm
l:cor/dev-srv/2015-773

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 DECLARATION OF UNITY OF TITLE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the Declaration of Unity of Title, a copy of which 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 Declaration of Unity of Title.

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
3/25/15
l:reso/2015-272



City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 Fax: 954.786.4666

Declaration of Unity of Title

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the applicable ordinances of the City of Pompano Beach pertaining to the issuance of building permits and regulating building construction, the undersigned, City of Pompano Beach, a Florida municipal corporation, being the fee owner of the following described real property lying, being and situate in the City of Pompano Beach, County of Broward and State of Florida, to-wit:

LEGAL DESCRIPTION:

PARCEL A, POMPANO BEACH WATER AND SEWER DIVISION PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 149, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THAT PART OF THE SOUTHWEST ONE-QUARTER (SW 1/4), OF THE NORTHEAST ONE QUARTER (NE 1/4), OF THE NORTHEAST ONE QUARTER (NE 1/4), OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 701.1818 FEET SOUTH AND 675 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER(NE 1/4) OF SAID SECTION 35, THENCE S 89°41'21" W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13th STREET, 229.93 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH , 182.57 FEET; THENCE S 89°41'21" W, 207.70 FEET; THENCE N 15°18'53" E, ALONG THE EAST RIGHT-OF-WAY LINE OF F.E.C. RAILROAD, 189.60 FEET; THENCE N 89°41'21", 18.50 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, AND WHOSE RADIUS POINT LIES ON THE CENTERLINE OF N.E. 13th STREET, 36.00 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD, AS MEASURED ALONG SAID CENTERLINE) AN ARC DISTANCE OF 54.26 FEET; THENCE N 89°41'41" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13th STREET, 90.08 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 5 FEET THEREOF.

SAID LANDS SITUATE WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING A TOTAL AREA OF 2.757 ACRES (120,104 SQUARE FEET) MORE OR LESS.

ADDRESSES: 200 NE 13th Street and 1201 NE 3rd Avenue

does hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter referred to as the Pompano Utilities Site (PZ14-12000003);

1. The aforesaid plot, parcel or combinations of separate lots be and

the same is hereby established and declared to be unified as an indivisible building site.

2. This Declaration of Unity of Title shall constitute a covenant running with the land, as provided by law, and shall be binding upon the undersigned, its successors and assigns, and all parties claiming thereunder and no portion shall be sold, assigned, transferred, conveyed or devised separately except in its entirety as one plot or parcel until such time as the same may be released in writing under the order of the Director of Development Services of the City of Pompano Beach.

3. The undersigned does further agree that this instrument shall be filed for record among the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Unity of Title to be executed in appropriate manner and its seal to be affixed this ____ day of _____, 2015.

Signed, Sealed and Delivered
in the presence of:

By: _____

Print Witness Name(s)

Print Name and Title

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME the undersigned authority, personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as the act and deed of said corporation and for the uses and purposes set forth therein.

WITNESS my hand and official seal at Pompano Beach, Broward County, Florida, this ____ day of _____, 2015.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

[] Personally known to me, or

[] Produced identification: _____

(Type of Identification Produced)

My Commission Expires:

Application Fee: \$180.00

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party (ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION NUMBER</u>
-------------	-----------------	---------------------------------

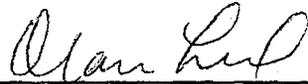
The following is a description of the aforementioned abstract and its continuations:

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u>NO. OF ENTRIES PERIOD COVERED</u>
1	Paramount Title Services, Inc.	15

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 19th day of March 2015.



Eliana Leal, Esq.
Florida Bar No. 55328

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 19th day of March 2015, by Eliana Leal, who is personally known to me or has produced _____, as identification.



Notary Public

Evelyn Branas

Printed Name

My Commission Expires: _____

EXHIBIT "A"

PARCEL A, POMPANO BEACH WATER AND SEWER DIVISION PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 149, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THAT PART OF THE SOUTHWEST ONE-QUARTER (SW 1/4), OF THE NORTHEAST ONE QUARTER (NE 1/4), OF THE NORTHEAST ONE QUARTER (NE 1/4), OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 701.1818 FEET SOUTH AND 675 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35, THENCE S 89°41'21" W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13th STREET, 229.93 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH, 182.57 FEET; THENCE S 89°41'21" W, 207.70 FEET; THENCE N 15°18'53" E, ALONG THE EAST RIGHT-OF-WAY LINE OF F.E.C. RAILROAD, 189.60 FEET; THENCE N 89°41'21", 18.50 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, AND WHOSE RADIUS POINT LIES ON THE CENTERLINE OF N.E. 13th STREET, 36.00 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD, AS MEASURED ALONG SAID CENTERLINE) AN ARC DISTANCE OF 54.28 FEET; THENCE N 89°41'41" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13th STREET, 90.08 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 5 FEET THEREOF.

SAID LANDS SITUATE WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING A TOTAL AREA OF 2.757 ACRES (120,104 SQUARE FEET) MORE OR LESS.

GENERAL EXCEPTIONS:

1. Taxes or assessments now or hereafter due.
2. Rights of persons other than the above owners who are in possession or with right to possession.
3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded laborer's, mechanics, materialmen's, or municipal liens.
5. Any lien provided by Chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance NO. 84-10 in favor of any city, town, village, port authority, etc. for unpaid service charges for services by any water systems, sewer system, or gas systems serving the land described herein.
6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown in the public records.
8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
9. Any unpaid charges due for waste, water and sewer services.

SPECIAL EXCEPTIONS:

1. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF POMPANO BEACH WATER AND SEWER DIVISION PLAT, Plat Book 149, Page 11, Public Records Broward County, Florida.
2. **QUIT CLAIM DEED:** The United States of America, acting by and through the War Assets Administration, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended TO City of Pompano Beach, a Florida municipal corporation, dated August 29, 1947, filed in Deed Book 602, Page 458.
3. **WARRANTY DEED:** Consolidated Construction Services TO City of Pompano Beach, a Florida municipal corporation, dated May 16, 1978, filed June 20, 1978 in O.R. Book 7622, Page 391.
4. **QUIT CLAIM DEED FOR RIGHT OF WAY:** City of Pompano Beach, a Florida municipal corporation TO City of Pompano Beach, a Florida municipal corporation, dated October 1, 2008, filed October 20, 2008 in O.R. Book 45758, Page 894.
5. **QUIT CLAIM DEED FOR RIGHT OF WAY:** City of Pompano Beach, a Florida municipal corporation TO City of Pompano Beach, a Florida municipal corporation, dated October 1, 2008, filed December 15, 2008 in O.R. Book 45866, Page 1238.
6. **NOTICE OF COMMENCEMENT:** City of Pompano Beach TO Turner Construction, dated January 29, 2015, filed January 29, 2015, Instrument Number 112775251.



MEMORANDUM

Development Services

MEMORANDUM NO. 15-141

DATE: March 20, 2015

TO: Gordon Linn, City Attorney

VIA: Robin M. Bird, Development Services Director *RMB*

FROM: Scott Reale, AICP, Planner *SR*

RE: Request for Resolution for Unity of Title – Pompano Utility Field Service Complex
Folios: 4842-3568-0010 and 4842-3500-0044

14-12000003

On May 28, 2014 the Planning and Zoning Board issued a development order (PZ #: 14-12000003) for the subject site, with a Unity of Title requirement prior to building permit approval.

Attached is a copy of the Title Opinion and the Unity of Title Declaration for the City of Pompano Beach Utility Field Service Complex, unifying the above referenced folios. Please note the CITY OF POMPANO BEACH owns the properties. Please review and prepare a resolution for City Commission at your earliest convenience for authorized signature.

Please contact me at extension 4667 / scott.reale@copbfl.com, if you need additional information or have any questions.

Thank you.

Attachments

CITY OF POMPANO BEACH
BROWARD COUNTY
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 14-12000003

A DEVELOPMENT ORDER ISSUED BY THE PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY) OF THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSUANT TO CHAPTER 155 OF THE CODE OF ORDINANCES; APPROVING WITH CONDITIONS THE APPLICATION FOR DEVELOPMENT PERMIT FOR THE CITY OF POMPANO BEACH

WHEREAS, Section 155.2407, of the Code of Ordinances, defines the project referenced above as a Major Review; and

WHEREAS, Section 155.2204, of the Code of Ordinances, authorizes the Planning and Zoning Board (Local Planning Agency) to issue a final development order for the subject project property in order to construct two structures on an existing utility complex, totaling 9,421 square feet. The structures will be used as an administration building and a garage. The overall property will consist of a 14,371 sq. ft. foot print on a 120,988 sq. ft. (2.78 acres), site; 12% lot coverage on the property known as 1201 NE 3rd AV and more specifically described as:

PARCEL A, POMPANO BEACH WATER AND SEWER DIVISION PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 149, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THAT PART OF THE SOUTHWEST ONE-QUARTER (SW ¼), OF THE NORTHEAST ONE QUARTER (NE ¼), OF THE NORTHEAST ONE QUARTER (NE ¼), OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED 701.1818 FEET SOUTH AND 675 FEET WEST OF THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER(NE ¼) OF SAID SECTION 35, THENCE s 89°41'21" w. ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET, 229.93

DEVELOPMENT ORDER

Planning and Zoning Board/Local Planning Agency

Planning and Zoning No. 14-12000003 Utility Field Service Complex

Page 2

FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE SOUTH, 182.57 FEET; THENCE S 89*41'21" W, 207.70 FEET; THENCE N 15*18'53" E, ALONG THE EAST RIGHT-OF-WAY LINE OF F.E.C. RAILROAD, 189.60 FEET; THENCE N 89*41'21", 18.50 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, AND WHOSE RADIUS POINT LIES ON THE CENTERLINE OF N.E. 13TH STREET, 36.00 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE F.E.C. RAILROAD, AS MEASURED ALONG SAID CENTERLINE) AN ARC DISTANCE OF 54.26 FEET; THENCE N 89*41'41" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF N.E. 13TH STREET, 90.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING A TOTAL AREA OF 2.776 ACRES (120,921 SQUARE FEET) MORE OR LESS.

WHEREAS, the Development Review Committee has met to review this project and has provided the applicant with written comments; and

WHEREAS, the Application for Development Permit is not in compliance with the applicable standards and minimum requirements of this Code, but the developer has agreed in writing that no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to insure compliance are met; and

WHEREAS, copies of the survey and final site plan are on file with the Department of Development Services, stamped with the meeting date of May 28th, 2014,

The Application for Development Permit is hereby approved by the Planning and Zoning Board (Local Planning Agency) subject to the following conditions:

1. A five foot right-of-way dedication is required along NE 13th Street.
- ② A Unity of Title is required prior to building permit approval.
3. A non-conforming certificate is required prior to building permit approval for all nonconforming structures.
4. Provide superior landscaping along both right-of-ways and along the interior northern property line, subject to Urban Foresters approval.
5. Provide details of mechanical equipment screening per code section 155.5301.A.

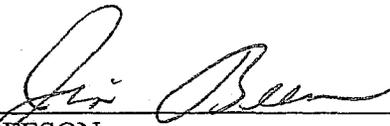
MAJOR ADMINISTRATIVE ADJUSTMENT

In accordance with the authority granted to the Board pursuant to Section 155.2421 of Chapter 155 of the Code of Ordinances, the Planning and Zoning Board/Local Planning Agency hereby grants three (3) MAJOR ADMINISTRATIVE ADJUSTMENTS. The first and second requests are from the provisions of section 155.5101.G.8.B, in order to provide stacking length of 35 feet along the north and east entries, rather than 50 feet as required by code, a 30% reduction. The third request is from the provisions of section 155.3504.C, in order to provide a 17.5 foot rear yard setback, rather than the required 25 foot setback; a 30% reduction.

In granting this action it is the finding of the Planning and Zoning Board/Local Planning Agency that these ADJUSTMENTS do not diminish the application of the affected regulation, and results in superior design of the building and site layout.

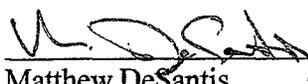
Be advised that pursuant to Section 155.2407 (G) of the Pompano Beach Code of Ordinances, a DEVELOPMENT ORDER for a site plan application shall remain in effect for a period of 24 months from the date of its issuance.

Heard before the Planning and Zoning Board/Local Planning Agency and Ordered this 28th day of May, 2014.



JIM BEESON Date
Chairman
Planning and Zoning Board/Local Planning Agency

Filed with the Advisory Board Secretary this 6th day of June, 2014.



Matthew DeSantis
Zoning Technician

Meeting Date: April 14, 2015

Agenda Item 17
Memorandum No. 15-150

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

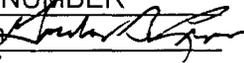
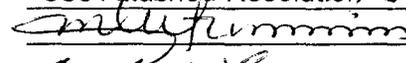
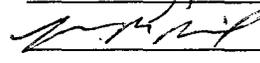
SHORT TITLE OR MOTION: A RESOLUTION ASSESSING AS A LIEN THE CITY'S COST TO ABATE PUBLIC NUISANCES ON REAL PROPERTIES IN THE TOTAL AMOUNT OF \$19,882.71.

Summary of Purpose and Why:

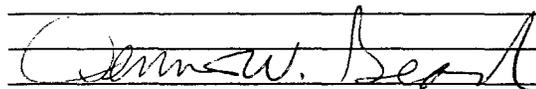
The Code Compliance Division had **35** parcels cleared of nuisance violations through the Nuisance Abatement Program. In that the respective owners have failed to pay for the costs and administrative fees, it is necessary to place a lien against the property. In order to place these liens the City Commission 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	03/20/15	Approved	See Attached Resolution 
Building Division	03/20/15	Approval	
Dev. Services	03/20/15	Approval	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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

CITY OF POMPANO BEACH
Broward County, Florida

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
3/19/15
l:reso/2015-267

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
5/16/2014	57824	BROWARD COUNTY URBAN GROUP LLC 129 NW 14 WAY UNIT B DANIA BEACH, FL 33004	2801 NW 4 St POMPANO BEACH, FL 33069 484233045870 33-48-42 E 50 OF S1/5 OF SW1/4 OF NE1/4 OF SW1/4 LESS S 25 AKA 956 CC	8/5/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE, LLC				\$233.18	\$101.00	\$334.18	\$0.00	\$334.18
5/16/2014	57818	TAULBERT, MOSES EST % WHITE, CLARA 3804 MIMOSA AVE BROKEN ARROW, OK 74011	No Address #LOT SOUTH OF 2270 NW 2 ST 484233054280 33-48-42 N1/5 OF SW1/4 OF SE1/4 OF SE1/4 E OF C/L NW 21 AVE LESS W 25 AKA TR 1- A	8/5/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE				\$1,300.30	\$101.00	\$1,401.30	\$0.00	\$1,401.30
5/16/2014	57823	TARPON IV LLC PO BOX 100736 ATLANTA, GA 30384	2430 NW 13 St POMPANO BEACH, FL 33069 484233080030 ESQUIRE LAKE ESTATES SEC 3 67-27 B LOT 8 BLK 1	8/5/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE, LLC				\$411.00	\$101.00	\$512.00	\$0.00	\$512.00
5/22/2014	61975	RHONE, MYRTIS EST % BARBARA LUNDY 1301 COMMONWEALTH CIR NEWNAN, GA 30263	2849 NW 5 St POMPANO BEACH, FL 33069 484233044510 33-48-42 W 50 OF E 450 OF N1/5 OF SW1/4 OF NE1/4 OF SW1/4 LESS S 25 AKA 796 CC	8/22/2014					

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
	Book/Page	Contractor			Abatement	Admin Fee	Total	Payment	Balance
		TRADITIONAL SERVICES			\$606.21	\$101.00	\$707.21	\$0.00	\$707.21
5/28/2014	58383	UPSCALE PROPERTIES LLC % GREGORY GASKIN 2541 NW 1 ST BOYNTON BEACH, FL 33435	No Address #LOT NORTH OF 616 NW 5 AVE 484235420090 PINWOOD HEIGHTS 23-23 B LOT 17 BLK 1	8/23/2014					
	Book/Page	Contractor			Abatement	Admin Fee	Total	Payment	Balance
		TRADITIONAL SERVICES			\$396.50	\$101.00	\$497.50	\$0.00	\$497.50
6/10/2014	59194	7TH CAVALRY CORP PO BOX 1545 BOCA RATON, FL 33429	No Address #LOT WEST OF 600 HAMMONDVILLE RD 484235220070 BEVILL & SAXONS ADD 3-2 B LOT 12 LESS N 8	8/23/2014					
	Book/Page	Contractor			Abatement	Admin Fee	Total	Payment	Balance
		TRADITIONAL SERVICES			\$200.05	\$101.00	\$301.05	\$0.00	\$301.05
6/10/2014	59202	WALTERS, MARLON 12180 NW 4 ST PLANTATION, FL 33325	433 NW 7 Ave POMPANO BEACH, FL 33060 484235390070 TUXEDO PARK 18-19 B LOTS 10,11 N 15'	8/26/2014					
	Book/Page	Contractor			Abatement	Admin Fee	Total	Payment	Balance
		VELMA G FLOWERS CONTRUCTION & CARPENTRY			\$397.35	\$101.00	\$498.35	\$0.00	\$498.35

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
6/10/2014	59198	RECONOR MIAMI LLC 1930 HARRISON ST # 304 HOLLYWOOD, FL 33020	690 HAMMONDVILLE Rd POMPANO BEACH, FL 33060 484235210210 NELSON PARK 2-95 PB LOT 24 LESS S 42	8/23/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	TRADITIONAL SERVICES				\$226.85	\$101.00	\$327.85	\$0.00	\$327.85
6/10/2014	59201	PRINCE,FENELLA 965 CORAL CLUB DR CORAL SPRINGS, FL 33071	433 NW 7TH Ave POMPANO BEACH, FL 33060 #SOUTH LOT 484235390071 TUXEDO PARK 18-19 B LOTS 11 S 19,12	8/26/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY				\$267.61	\$101.00	\$368.61	\$0.00	\$368.61
6/16/2014	59555	AC HOMES LLC PO BOX 565192 MIAMI, FL 33256	No Address #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	8/22/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	TRADITIONAL SERVICES				\$255.00	\$101.00	\$356.00	\$0.00	\$356.00
6/16/2014	59554	AC HOMES LLC PO BOX 565192 MIAMI, FL 33256	412 NW 6 St POMPANO BEACH, FL 33060 484235190460 SHEWMAKE PARK 2-52 B LOT 13 LESS N 5 BLK 4	8/22/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
		TRADITIONAL SERVICES			\$142.00	\$101.00	\$243.00	\$0.00	\$243.00
6/17/2014	60288	DEARING,RODNEY H & DEARING,SUSAN A 421 SE 2 AVE POMPANO BEACH, FL 33060	421 SE 2 Ave POMPANO BEACH, FL 33060 494201270390 GARDEN ISLES SEC 3 49-30 B LOT 7 BLK 10	9/1/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	IRF IRRIGATION LLC				\$329.45	\$101.00	\$430.45	\$0.00	\$430.45
7/1/2014	60818	WILSON,ROBYN DARVILLE & WILSON,COURTNEY 7624 TOPIARY AVE BOYNTON BEACH, FL 33437	1533 NW 7 Ter POMPANO BEACH, FL 33060 484226410590 POMPANO BCH COMMUNITY REDEVELOPMENT AGENCY PLAT 156-36 B LOT 36 & 1/2 OF LOT 35 BLK B	8/15/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC				\$507.50	\$101.00	\$608.50	\$0.00	\$608.50
7/8/2014	61121	JEHS,JULIA 2789 EAGLE ROCK CIR UNIT 204 WEST PALM BEACH, FL 33411	3049 NW 4 St POMPANO BEACH, FL 33069 484233045660 33-48-42 W 50 OF E 485 OF S1/5 OF SE1/4 OF NW1/4 OF SW1/4 LESS S 25 AKA 935 CC	8/26/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	VELMA G FLOWERS CONSTRUCTION & CARPENTRY				\$544.80	\$101.00	\$645.80	\$0.00	\$645.80

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
7/9/2014	61185	JONES, VERA M 561 NW 18TH ST POMPANO BEACH, FL 33060	561 NW 18 St POMPANO BEACH, FL 33060 484226130180 LIBERTY PARK ESTATES SEC 1 52-27 B LOT 31 BLK 9	8/7/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC				\$480.00	\$101.00	\$581.00	\$0.00	\$581.00
7/15/2014	61498	MARTINS, ADRIANA & MARTINS, DEOCLEBER 4688 NW 22 ST COCONUT CREEK, FL 33063	1841 NE 2 Ter POMPANO BEACH, FL 33060 #1841 NW 2 TER 484226160750 KENDALL GREEN SEC F 53-5 B LOT 6 BLK 9	8/5/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE, LLC				\$362.81	\$101.00	\$463.81	\$0.00	\$463.81
7/15/2014	61494	TARPON IV LLC PO BOX 100736 ATLANTA, GA 30384	141 NW 11 St POMPANO BEACH, FL 33060 484235320010 MONTICELLO PARK AMENDED PLAT 16-21 B LOT 1 BLK 1	7/31/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC				\$775.00	\$101.00	\$876.00	\$0.00	\$876.00
7/17/2014	61634	TATE, WILLIAM G II H/E TINDOL, TANYA 200 SE 9 CT POMPANO BEACH, FL 33060	200 SE 9 Ct POMPANO BEACH, FL 33060 494201280840 CYPRESS HARBOR 3RD SEC 49-33 B LOT 1 BLK G	8/4/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
		PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC			\$494.28	\$101.00	\$595.28	\$0.00	\$595.28
7/23/2014	61973	JOHNSON,DEMEKO & JOHNSON,VINCE 3102 BAYBERRY WAY MARGATE, FL 33063	No Address #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	8/23/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	TRADITIONAL SERVICES				\$474.63	\$101.00	\$575.63	\$0.00	\$575.63
7/25/2014	62074	GRIFFITH,PATRICIA M 5602 STOTLAR RD CARTERVILLE, IL 62918	711 NE 24 St POMPANO BEACH, FL 33064 484224240260 BEACON HILL ESTATES 51-24 B LOT 22 BLK 2	10/8/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC				\$360.64	\$101.00	\$461.64	\$0.00	\$461.64
7/26/2014	62167	RECONOR MIAMI LLC 1930 HARRISON ST #304 HOLLYWOOD, FL 33020	No Address #Lot West of 109 NE 6 St 484235270101 AMERICAN TOWNSITES CO SUB NO 1 OF POMPANO 5-55 PB LOT 26 & THAT PT OF S1/2 OF VAC LEE ST ABUT SAID LOT	10/29/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE, LLC				\$405.94	\$101.00	\$506.94	\$0.00	\$506.94

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
8/7/2014	62995	CLARK, JOSEPH N & ERMA PO BOX 573 NEWTON GROVE, NC 28366	2625 NW 6 Ct POMPANO BEACH, FL 33069 484233043030 33-48-42 W 60 OF E 270 OF S1/2 OF N2/5 OF NW1/4 OF NW1/4 OF SE1/4 LESS S 25 FOR ST A/K/A 629 CC	9/2/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE,LLC				\$432.07	\$101.00	\$533.07	\$0.00	\$533.07
8/14/2014	63401	DALLAND PROPERTIES LP 2300 E LAS OLAS BLVD 4TH FL FORT LAUDERDALE, FL 33301	3660 NE 13 Ter POMPANO BEACH, FL 33064 484213030860 NORTH POMPANO BEACH SECTION B 29-16 B LOT 45 BLK 10	9/22/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE LLC				\$359.48	\$101.00	\$460.48	\$0.00	\$460.48
8/18/2014	63785	CORBIN, BETTY 1576 NW 6 AVE POMPANO BEACH, FL 33060	1576 NW 6 Ave POMPANO BEACH, FL 33060 484226041160 SANDERS PARK 31-49 B LOT 5 BLK 8	9/4/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE				\$232.75	\$101.00	\$333.75	\$0.00	\$333.75
8/18/2014	63782	SATAR, RODERICK S & SATAR, SONIA E 8276 NW 11TH ST CORAL SPRINGS, FL 33071	1577 NW 6 Ave POMPANO BEACH, FL 33060 484226040850 SANDERS PARK 31-49 B LOT 13 BLK 5	9/4/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
		CREATIVE LAWN MAINTENANCE, LLC			\$302.20	\$101.00	\$403.20	\$0.00	\$403.20
8/23/2014	64191	C & L CLASS INVESTMENT 2013 INC 15265 SW 21 PL MIRAMAR, FL 33027	2000 NW 5 Ter POMPANO BEACH, FL 33060 484226172850 LIBERTY PARK ESTATES SEC 2 53-34 B LOT 13 BLK 13	9/23/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	R&R HONEST MAN LAWN SERVICE				\$500.05	\$101.00	\$601.05	\$0.00	\$601.05
8/27/2014	64481	LANDOSKEY, MARIA T 5621 NW 66 AVE CORAL SPRINGS, FL 33067	1464 NE 28 St POMPANO BEACH, FL 33064 484224070350 COLLIER MANOR 34-45 B LOT 7 BLK 2	10/29/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE				\$280.00	\$101.00	\$381.00	\$0.00	\$381.00
9/2/2014	64700	63-65 WEST & ENTERPRISE LLC 3405 SPRING ST POMPANO BEACH, FL 33062	3405 SPRING St POMPANO BEACH, FL 33062 484329041150 HILLSBORO SHORES SEC A 21-14 B LOT 2 & LOT 3 E 30 BLK 9 OF HILLSBORO SHORES SEC B 22-39	10/31/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE				\$1,522.40	\$101.00	\$1,623.40	\$0.00	\$1,623.40

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
9/4/2014	64888	TARASUK,JOHN EST % NIKOLAI TARASUK 11276 DUNLAP RD MEDINA, NY 14103	1570 NE 43 St POMPANO BEACH, FL 33064 484213052750 POMPANO BEACH HIGHLANDS 4TH SEC 40-35 B LOT 1 BLK 56	10/3/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	R&R HONEST MAN LAWN SERVICES				\$1,044.89	\$101.00	\$1,145.89	\$0.00	\$1,145.89
9/8/2014	65100	CLAIRE,KENNY CLAIRE,CHINA 1993 SW PROVIDENCE PL PORT ST LUCIE, FL 34953	220 NW 20 Ct POMPANO BEACH, FL 33060 484226160380 KENDALL GREEN SEC F 53-5 B LOT 2 BLK 3	10/29/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE, LLC				\$454.59	\$101.00	\$555.59	\$0.00	\$555.59
9/10/2014	65176	SOVEREIGN BANK FSB PO BOX 12646 READING, PA 19612	200 NE 18 St POMPANO BEACH, FL 33060 484226061920 KENDALL GREEN SEC A 43-49 B LOT 6 BLK 11	9/23/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC				\$413.83	\$101.00	\$514.83	\$0.00	\$514.83
9/10/2014	65164	HOLLOWAY,DENNIS D LE HOLLOWAY,BRANDON ETAL 271 NE 23 CT POMPANO BEACH, FL 33060	271 NE 23 Ct POMPANO BEACH, FL 33060 484226050480 VERA VILLAS 1ST SEC 43-36 B LOT 39 BLK 2	10/3/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
		R&RHONEST MAN LAWN SERVICE			\$418.64	\$101.00	\$519.64	\$0.00	\$519.64
9/11/2014	65229	COAN,DEBRA A & COAN,JEFFREY 610 SW 8 ST POMPANO BEACH, FL 33060	No Address #West of 610 SW 8 ST 494202031011 FAIRWAY AMENDED PLAT 10-25 B LOT 17 BLK 14	9/25/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	PRECISION CUTS LAWN CARE AND MAINTENANCE SERVICES, INC				\$539.64	\$101.00	\$640.64	\$0.00	\$640.64
10/2/2014	66464	HABER,OMAR JR & ORTIZ,JOSE 220 SW 9TH AVE APT 203 HALLANDALE BEACH, FL 33009	712 NE 3 Ave POMPANO BEACH, FL 33060 484235450270 TOD ACRES SECOND SEC 33-19 B LOT 9 BLK 3	10/29/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	CREATIVE LAWN MAINTENANCE				\$394.81	\$101.00	\$495.81	\$0.00	\$495.81
1/9/2015	71684	TAX LIENS SECURITIZATION TR WELLS FARGO BANK NA PO BOX 741307 ATLANTA, GA 30384	3060 NW 3 St POMPANO BEACH, FL 33069 484233047010 33-48-42 W 50 OF E 385 OF N1/3 OF S3/5 OF NE1/4 OF SW1/4 OF SW1/4 LESS N 25 FOR ST AKA 1078 CC	1/27/2015					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	IRF IRRIGATION LLC				\$281.26	\$101.00	\$382.26	\$0.00	\$382.26

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 4/14/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated
				<hr/>
Total Cases for Nuisance Abatement				35
Total Cost of Abatement				\$16,347.71
Total Administrative Cost				\$3,535.00
Total Cost of Nuisance Abatement				\$19,882.71
Total Payments				\$0.00
Balance				\$19,882.71



City Attorney's Communication #2015-697

March 11, 2015

TO: Daniel T. Keester, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Sidewalk Easement / Duke Realty Land LLC

As requested in your memorandum dated March 6, 2015, Department of Development Services Administrative Report No. 15-107, 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 DUKE REALTY LAND, LLC; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

/jrm
l:cor/dev-srv/2015-697

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 DUKE REALTY LAND, LLC; 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 Duke Realty Land, LLC, 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 Duke Realty Land, 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

GBL/jrm
3/11/15
l:reso/2015-248

This instrument was prepared by
and after recording return to:

Duke Realty Corporation
3715 Davinci Court, Suite 300
Peachtree Corners, Georgia 30092
Attn: South Florida Market Attorney

SIDEWALK EASEMENT

THIS SIDEWALK EASEMENT (this "Agreement") is made as of the ____ day of _____, 2015, by and between DUKE REALTY LAND, LLC, an Indiana limited liability company (hereinafter called "Grantor"), and CITY OF POMPANO BEACH, a political subdivision of the County of Broward, State of Florida (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land known as Parcel A, Rock Lake Plat, with a street address of 3201 Northwest 27 Avenue, Pompano Beach, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Grantee desires an easement for public sidewalk and/or other purposes incidental thereto over, across, upon and through a portion of said property, as more particularly described on Exhibit B attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantor desires, on the terms hereinafter set forth, to grant and convey unto Grantee such easement and other rights on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Sidewalk. Grantor hereby grants, bargains, sells and conveys to Grantee, for the benefit of Grantee, its successors and assigns, a perpetual easement over, across, upon and through the Easement Area, for the purpose of constructing, installing, repairing and maintaining a pedestrian sidewalk for use by the general public (the "Sidewalk").

2. Maintenance. Maintenance of the landscaping within the Easement Area shall be the responsibility of Grantee, and maintenance of the Sidewalk within the Easement Area shall be the responsibility of Grantor, its successors and assigns, as required by City Ordinance Section 100.02 of the City Code of Ordinances for maintenance of sidewalks.

3. Covenants Running With the Land. The rights, agreements, duties, obligations and easements set forth in this Agreement shall run with the land, binding upon Grantor and the Property in

perpetuity, and its successors, assigns and legal representatives. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the property so conveyed that remain unsatisfied to the extent of its proceeds from the transfer or remaining interest in the property, if any.

4. Governing Law. The laws of the State of Florida shall govern this Agreement. Any provisions of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provisions hereof.

5. Not a Public Dedication. Nothing in this Agreement may be construed as a gift or dedication of all or any portion of the easement granted herein to the general public.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by its duly authorized representative as of the day and year above first written.

WITNESSED BY: [Signature]
Print Name: DAVE LOUDENSLAGER

GRANTOR:
DUKE REALTY LAND, LLC, an Indiana limited liability company

[Signature]
Print Name: MATT PRESTON

By: Duke Realty Services, LLC, an Indiana limited liability company, managing member

By: Duke Realty Corporation, an Indiana corporation, managing member

By: [Signature]
Edward P. Mitchell
Senior Vice President

[CORPORATE SEAL]

STATE OF Florida)
) SS
COUNTY OF Broward)

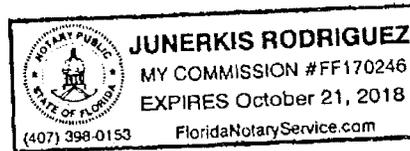
The foregoing instrument was acknowledged before me this 11th day of March, 2015, by Ed Mitchell, as Senior Vice President of Duke Realty Corporation, an Indiana corporation, the managing member of Duke Realty Services, LLC, an Indiana limited liability company, the managing member of Duke Realty Land, LLC, an Indiana limited liability company, on behalf of such entities, who is personally known to me or who has produced a driver's license as identification.

[Signature]
Notary Public-State of Florida

[Signature]
Print Name

My commission expires: 10/21/2018

[NOTARIAL SEAL]



[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

"Grantee":

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

[END OF SIGNATURES]

EXHIBIT A

PROPERTY

**SKETCH & DESCRIPTION
A PORTION OF PARCEL "A"**

ROCK LAKE PLAT
(P.B. 172, PG. 129, B.C.R.)

LAND DESCRIPTION:

A portion of Parcel "A", ROCK LAKE PLAT, according to the plat thereof, as recorded in Plat Book 172, Page 129, of the Public Records of Broward County, Florida, described as follows:

COMMENCE at the northwest corner of said Parcel "A"; thence N 88°20'27" E along the north line of said Parcel "A", 210.10 feet; thence S 01°39'33" E, 15.00 feet to the POINT OF BEGINNING; thence N 88°20'27" E, 704.86 feet; thence S 01°39'36" E, 17.33 feet; thence S 46°39'36" E, 3.54 feet; thence N 88°20'24" E, 15.00 feet; thence S 01°39'36" E, 442.05 feet; thence S 88°20'24" W, 80.17 feet; thence S 84°07'17" W, 33.85 feet; thence S 01°39'36" E, 17.46 feet to the point of curvature of a curve concave to the northwest, having a radius of 10.00 feet and a central angle of 89°58'24"; thence southwesterly along the arc of said curve, a distance of 15.70 feet; thence S 88°18'48" W, 598.44 feet; thence N 01°39'33" W, 492.12 feet to the POINT OF BEGINNING.

Said lands lying in the City of Pompano Beach, Broward County, Florida, containing 351,637 square feet (8.073 acres), more or less.

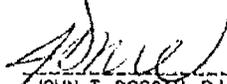
SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
 2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
 3. The land description shown hereon was prepared by the Surveyor.
 4. Bearings shown hereon are relative to ROCK LAKE PLAT, based on the north line of Parcel "A" having a bearing of N 88°20'27" E.
 5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
 6. This map is intended to be displayed at a scale of 1:1800 (1"=150').
7. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; C = Centerline; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; No. = Number; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

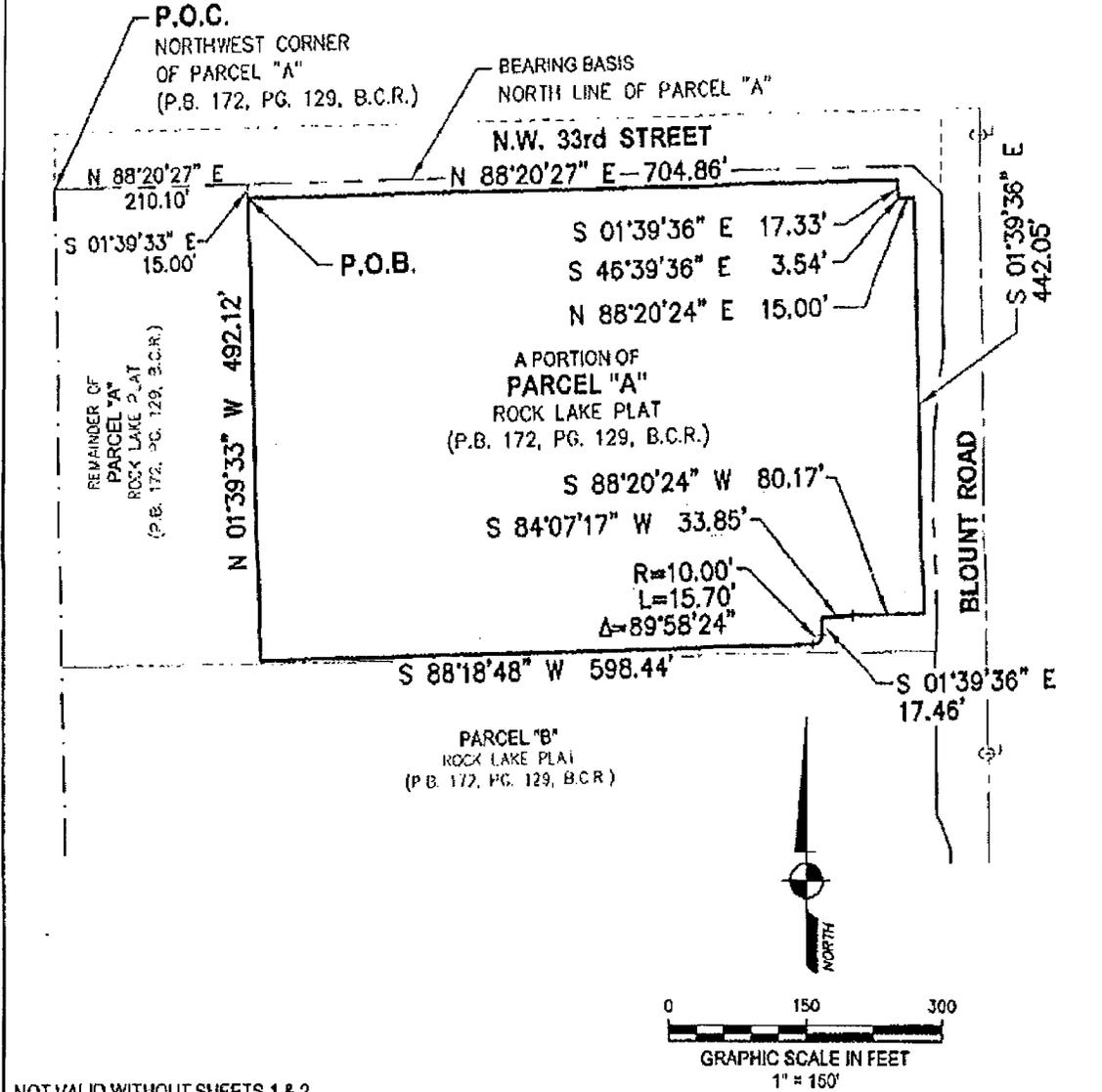
Date: 11/20/2014


JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 & 2

REVISIONS		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 SW 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com <small>©2015 AVIROM & ASSOCIATES, INC. All rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied in whole without permission.</small>	JOB #:	7748-24
			SCALE:	1" = 150'
			DATE:	11/19/2014
			BY:	S.A.M.
			CHECKED:	J.T.O.
			F.B.:	PG.:
			SHEET	1 OF 2

**SKETCH & DESCRIPTION
A PORTION OF PARCEL "A"**
ROCK LAKE PLAT
(P.B. 172, PG. 129, B.C.R.)



NOT VALID WITHOUT SHEETS 1 & 2

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 50 SW 2ND AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 TEL (561) 392-2594, FAX (561) 304-7126
 www.AVIROM-SURVEY.com

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JOB #:	7748-24
SCALE:	1" = 150'
DATE:	11/19/2014
BY:	S.A.H.
CHECKED:	J.T.D.
F.B.:	PG. --
SHEET	2 OF 2

EXHIBIT B

EASEMENT AREA

**SKETCH & DESCRIPTION
SIDEWALK EASEMENT
A PORTION OF PARCEL "A"
(P.B. 172, PG. 129, B.C.R.)
CITY OF POMPANO BEACH**

LAND DESCRIPTION:

A portion of Parcel "A", ROCK LAKE PLAT, according to the Plat thereof, as recorded in Plat Book 172, Page 129 of the Public Records of Broward County, Florida, being described as follows:

Commence at the northwest corner of said Parcel "A"; thence N88°20'27"E, along the north line of said Parcel "A", a distance of 546.06 feet to the Point Of Beginning; thence continue N88°20'27"E, along the north line of said Parcel "A", a distance of 392.33 feet; thence S46°23'31"E, 8.87 feet to a point of curvature, (radial bearing to said point bears N13°15'49"E) concave to the southwest, having a radius of 38.68 feet and a central angle of 14°16'15"; thence westerly an arc distance of 9.63 feet; thence S88°20'27"W, 380.22 feet; thence N84°43'02"W, 9.69 feet; thence N09°56'17"E, 3.91 feet to the Point Of Beginning.

Said lands lying in the City of Pompano Beach, Broward County, Florida.

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to said plat, based on the north line of Parcel "A" having a bearing of N88°20'27"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; Δ = Central Angle; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

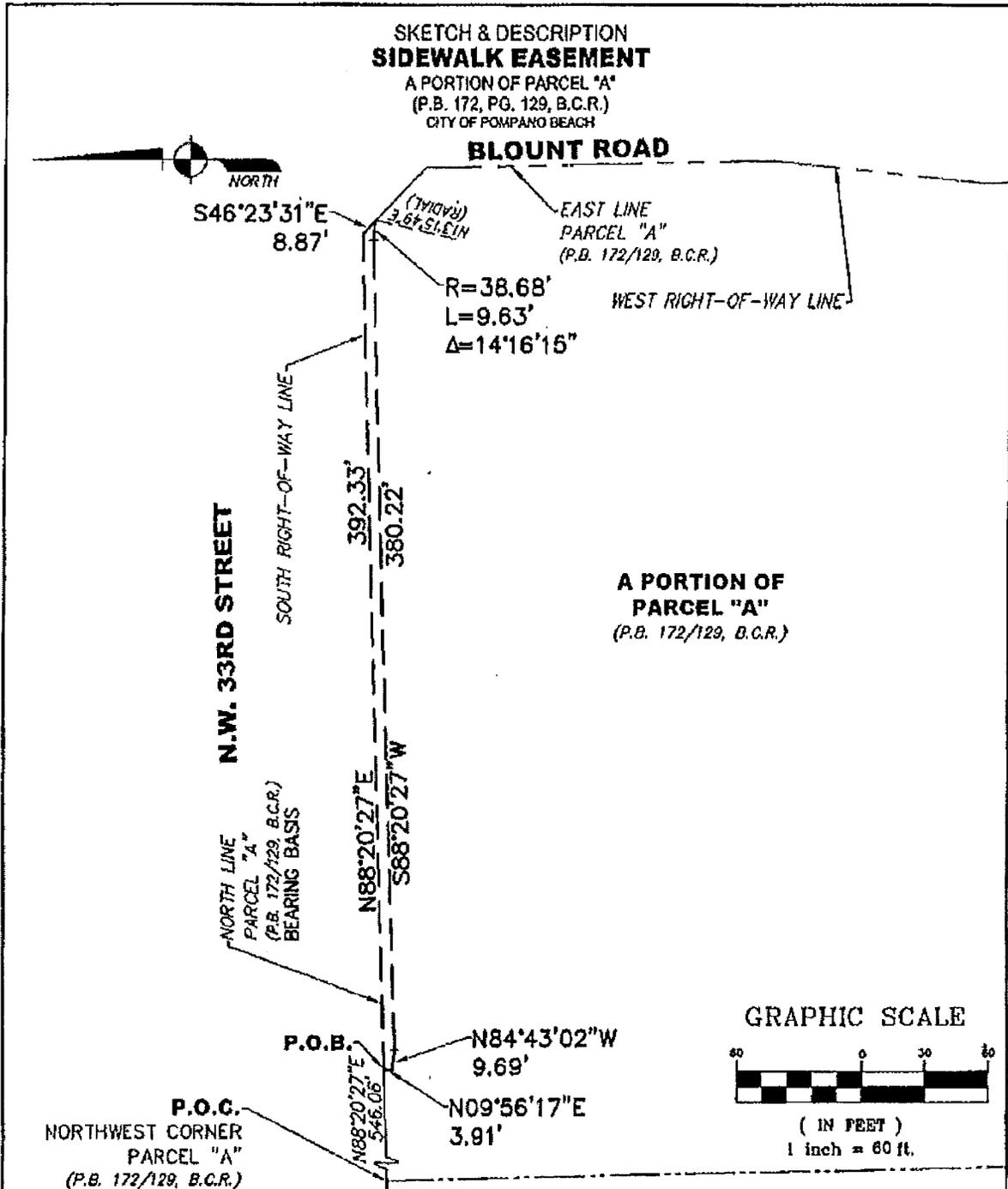
DATE: 2/4/15

[Signature]
JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS 		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2504, FAX (561) 391-7125 www.AVIROM-SURVEY.com	JOB #: 7748-24_SW SCALE: - DATE: 02/04/2015 BY: W.R.E. CHECKED: J.T.D.
		©2015 AVIROM & ASSOCIATES, INC. All Rights Reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and shall not be reproduced or copied without written permission.	F.B. - PG. - SHEET 1 OF 2

**SKETCH & DESCRIPTION
SIDEWALK EASEMENT**

A PORTION OF PARCEL "A"
(P.B. 172, PG. 129, B.C.R.)
CITY OF POMPANO BEACH



REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2694, FAX (561) 394-7125
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JOB #:	7748-24_SW
SCALE:	1" = 60'
DATE:	02/04/2015
BY:	W.R.E.
CHECKED:	J.T.D.
F.B.:	PG. -
SHEET	2 OF 2



City Attorney's Communication #2015-648
February 27, 2015

TO: Daniel Keester, Planner
FROM: Gordon B. Linn, City Attorney
RE: Sidewalk Easement / Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

In your memorandum to me of February 25, 2015, Development Services Administrative Report No. 15-098, you requested that I review a proposed easement and determine whether it met legal requirements.

After review of the proposed agreement, I find that the proposed easement agreement would in deed create an easement running with the land providing that ownership of the property by the grantor is confirmed.

However, please note that Paragraph No. 2 provides for maintenance by the city and compliance with applicable ordinances. The city ordinances presently provide that the adjacent owner of the sidewalk will maintain the sidewalk and otherwise keep them clean and in a safe condition. The city does on a routine basis provide for major repairs. Attached please find a sidewalk easement used by the city in coordination with CRA purposes wherein paragraph 4 of that easement provides for maintenance of the landscaping area by the city, but holds the owner responsible otherwise for maintenance as provided by Section 100.02 of the City Code of Ordinances.

It is suggested that prior to proceeding with this easement that you confirm that city staff is willing and able to maintain the sidewalk and that Risk Management is willing to accept any risk involved.

If I may be of any further assistance, please feel free to contact me.


GORDON B. LINN

GBL/jrm
L:cor/devsrvc/2015-648

Attachment

Daniel Keester

From: Eddie Beecher
Sent: Thursday, March 05, 2015 5:26 PM
To: Daniel Keester
Subject: RE: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

Daniel,

Thank you for the opportunity to review and give input into this matter. As I mentioned, I spoke with Gordon and the concern was who will maintain the sidewalk.

The issue becomes that in the Duke agreement it says the City (grantee) will be responsible, however, this would be in contradiction to Section 100.02 of the City Code of Ord. that requires the owner. If we endeavor to enter an agreement based on the Duke agreement language, we then are accepting an affirmative duty to maintain.

You mentioned that you would check the provisions of the code... so let me know if you find anything different from our understanding.

Thanks, Ed

From: Daniel Keester
Sent: Wednesday, March 04, 2015 9:48 AM
To: Eddie Beecher; Alessandra Delfico
Subject: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

Eddie/ Alessandra,

Attached please find a copy of a Sidewalk Easement. This easement agreement is for a sidewalk (the fields are blank & not signed off by the owner) and included in the word document is a survey for the above referenced project. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. After the City Attorney reviewed this for legal adequacy, he pointed out that Paragraph 2 provides for maintenance by the City and compliance with applicable ordinances. He recommended that I run this by both of you, to determine if this language should be altered, and if it should please provide recommendation for revisions so that I may forward it to the applicant.

He provided me with a copy of a sidewalk easement with the CRA (attached). Please advise on your recommendations for the language of maintenance (page 2, #4). The applicant is very motivated to get this easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.



Daniel Keester
Planner

Daniel.Keester@copbf.com
954.786.5541
pompanobeachfl.gov

Daniel Keester

From: Michael Carter
Sent: Wednesday, March 04, 2015 11:59 AM
To: Alessandra Delfico
Subject: RE: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

I'm also ok with it

From: Alessandra Delfico
Sent: Wednesday, March 04, 2015 11:55 AM
To: Michael Carter
Subject: FW: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue



Alessandra Delfico, PE, CFM
City Engineer
alessandra.delfico@copbfl.com
954.786.4144
pompanobeachfl.gov

From: Robert McCaughan
Sent: Wednesday, March 4, 2015 10:16 AM
To: Alessandra Delfico
Subject: RE: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

I'm ok with it

Rob McCaughan
Public Works Director
City of Pompano Beach
1201 NE 5th Ave
Pompano Beach, FL 33060
(O) 954-786-4097
(F) 954-786-4028

From: Alessandra Delfico
Sent: Wednesday, March 04, 2015 9:56 AM
To: Michael Carter; Robert McCaughan
Cc: Daniel Keester
Subject: FW: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

Mike and Rob are you okay with this?



From: Daniel Keester
Sent: Wednesday, March 4, 2015 9:48 AM
To: Eddie Beecher; Alessandra Delfico
Subject: Sidewalk Easement - Premier TUrnpike (Duke Realty), 3201 NW 27th Avenue

Eddie/ Alessandra,

Attached please find a copy of a Sidewalk Easement. This easement agreement is for a sidewalk (the fields are blank & not signed off by the owner) and included in the word document is a survey for the above referenced project. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. After the City Attorney reviewed this for legal adequacy, he pointed out that Paragraph 2 provides for maintenance by the City and compliance with applicable ordinances. He recommended that I run this by both of you, to determine if this language should be altered, and if it should please provide recommendation for revisions so that I may forward it to the applicant.

He provided me with a copy of a sidewalk easement with the CRA (attached). Please advise on your recommendations for the language of maintenance (page 2, #4). The applicant is very motivated to get this easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.



Daniel Keester

From: Alessandra Delfico
Sent: Wednesday, March 04, 2015 12:16 PM
To: Daniel Keester
Subject: RE: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue
Attachments: FW: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue; RE: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Mike and Rob are okay with it. So I am also.



Alessandra Delfico, PE, CFM
City Engineer
alessandra.delfico@copbfl.com
954.786.4144
pompanobeachfl.gov

From: Alessandra Delfico
Sent: Wednesday, March 4, 2015 9:56 AM
To: Michael Carter; Robert McCaughan
Cc: Daniel Keester
Subject: FW: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Mike and Rob are you okay with this?



Alessandra Delfico, PE, CFM
City Engineer
alessandra.delfico@copbfl.com
954.786.4144
pompanobeachfl.gov

From: Daniel Keester
Sent: Wednesday, March 4, 2015 9:48 AM
To: Eddie Beecher; Alessandra Delfico
Subject: Sidewalk Easement - Premier Turnpike (Duke Realty), 3201 NW 27th Avenue

Eddie/ Alessandra,

Attached please find a copy of a Sidewalk Easement. This easement agreement is for a sidewalk (the fields are blank & not signed off by the owner) and included in the word document is a survey for the above referenced project. The applicant has gone through the site plan approval process, and it was a condition of approval to provide this easement for a portion of an existing sidewalk that was unable to be within the right-of-way. After the City Attorney reviewed this for legal adequacy, he pointed out that Paragraph 2 provides for maintenance by the City and compliance with applicable ordinances. He recommended that I run this by both of you, to determine if this language should be altered, and if it should please provide recommendation for revisions so that I may forward it to the applicant.

He provided me with a copy of a sidewalk easement with the CRA (attached). Please advise on your recommendations for the language of maintenance (page 2, #4). The applicant is very motivated to get this

easement reviewed/ approved by the City Commission, and recorded, please provide me a reply at your earliest convenience.



CITY OF POMPANO BEACH
BROWARD COUNTY
FLORIDA

DEVELOPMENT ORDER

PLANNING AND ZONING NO. 14-12000042

A DEVELOPMENT ORDER ISSUED BY THE PLANNING AND ZONING BOARD (LOCAL PLANNING AGENCY) OF THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, PURSUANT TO CHAPTER 155 OF THE CODE OF ORDINANCES; APPROVING WITH CONDITIONS THE APPLICATION FOR DEVELOPMENT PERMIT FOR **DUKE – 27 AVENUE, LLC.**

WHEREAS, Section 155.2407, of the Code of Ordinances, defines the project referenced above as a Major Review; and

WHEREAS, Section 155.2204, of the Code of Ordinances, authorizes the Planning and Zoning Board (Local Planning Agency) to issue a final development order for the subject project to construct two new buildings for office and industrial warehouse uses. The overall site will consist of a 178,992 square foot building foot print on a 492,681 square foot (11.31 acre) site (36.33% lot coverage) on the property located at 3201 NW 27 Avenue; more specifically described in the legal description below.

PARCEL 1:

PARCELS A AND B OF ROCK PLAKE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, PAGE 129, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCEPT FROM PARCEL B, THAT PORTION OF WHICH WAS CONVEYED BY DEED RECORDED IN O.R. BOOK 45147, PAGE 389.

PARCEL 2:

PERMANENT, PERPETUAL, NON-EXCLUSIVE EASEMENT THAT BENEFITS PARCEL 1 AS DELINEATED IN GRANT OF DRAINAGE EASEMENT RECORDED IN O.R. BOOK 38898, PAGE 981, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 3:

EASEMENTS THAT BENEFIT PARCEL 1 AS DELINEATED IN DECLARATION OF CONVENANTS AND RESTRICTIONS FOR PREMIER TURNPIKE PARK RECORDED IN O.R. BOOK 45213, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, CONTAINING 1,163,343 SQUARE FEET, (26.7067 ACRES) MORE OR LESS.

WHEREAS, the Development Review Committee has met to review this project and has provided the applicant with written comments; and

WHEREAS, the Application for Development Permit is not in compliance with the applicable standards and minimum requirements of this Code, but the developer has agreed in writing that no building permit will be issued until those conditions the Development Services Director finds reasonably necessary to insure compliance are met; and

WHEREAS, copies of the survey and final site plan are on file with the Department of Development Services, stamped with the meeting date of December 17, 2014.

Meeting Date: April 14, 2015

Agenda Item 19

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: APPROVAL FOR MARY CHAMBERS TO TRANSFER OWNERSHIP AND ASSIGNMENT OF BURIAL PLOTS BRA#6237 BLOCK 9, LOT 72, PLOTS 1, 2 AND BRA#6238 BLOCK 9, LOT 71, PLOT 4 TO THE CITY OF POMPANO BEACH. (COST: \$2,550.00)

SUMMARY OF PURPOSE AND WHY:

Mary Chambers would like approval to transfer ownership and assignment of BRA#6237 Block 9, Lot 72, Plots 1,2 and BRA# 6238 Block 9, Lot 71, Plot 4 back to the City of Pompano Beach.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Mary Chambers
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: Account#: 001-00-00-364-10-00 (\$2,550)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>3/19/15</u>	APPROVE	<u>Robert A. McCaughan</u>
Finance	<u>3/30/15</u>	APPROVE	<u>[Signature]</u>
Budget	<u>3-30-15</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Mary L. Chambers
(Assignor)
of P.O. Box 24012, Oakland Park, FL 33307 hereby
(Address)

assign, transfer and set over this date to City of Pompano Beach
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# 6237 entered to the 03 day of February 2015 between the City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

Mary L. Chambers
(Assignor)

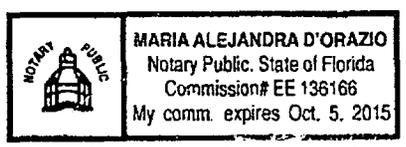
(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do hereby remise, release and quit-claim unto the said City of Pompano Beach
(Assignee)

All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and agreed to be conveyed. Block 09 Lot(s) 72 Plot(s) 1, 2 Lawn Center Lawn

Mary L. Chambers
(Assignor)

[Signature]
(Assignor)
[Signature]
(Witness)

Subscribed and sworn to/affirmed before me on MARCH 18TH, 2015, by MARY L CHAMBERS who is personally known to me or has presented FL DL as identification.



[Signature]
Notary Public

The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: _____
Asceleta Hammond, City Clerk



Pompano Beach Cemetery
Burial Right Agreement

No. 6237

THIS INDENTURE, made this 25 day of July, A.D., 2012 between CITY OF POMPANO BEACH, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida, Party of the First Part, and Mary L. Chambers of the County of Broward and State of Florida Party of the Second Part, whose address is: P.O. Box 24012, Oakland Park, Florida 33307

WITNESSETH, that the said Party of the First Part for and in consideration of the sum of \$ 1,700.00 to it in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, does hereby give and grant to the said Party of the Second Part, the exclusive and perpetual Right of Burial of the human dead in that certain parcel of land, situate, lying and being in Broward County, Florida, to wit:

Plots 1&2 Lot 72 Block 9 of Pompano Beach Cemetery Center Lawn according to a plat thereof recorded in Plat Book 41, Page 40, of the public records of Broward County, Florida.

The right hereby granted and given shall be exercised and used in accordance with the Rules and Regulations of the City Commission, governing such property now in existence, and as hereafter prescribed, altered or amended from time to time. The Party of the Second Part does agree that such rules and regulations may be amended or altered from time to time by the City Commission, and as so amended will be valid and binding against the right herein given and granted.

IN WITNESS WHEREOF, the said City of Pompano Beach has caused these presents to be signed in its name by its Mayor-Commissioner and City Manager and its corporate seal to be affixed, attested by its City Clerk the day and year above written.

PARTY OF THE SECOND PART
By [Signature]
By [Signature]
WITNESS
WITNESS

CITY OF POMPANO BEACH
By [Signature] CITY MANAGER
[Signature] MAYOR-COMMISSIONER
ATTEST [Signature] CITY AUDITOR-CLERK (SEAL)
Signed, sealed and delivered in our presence:
[Signature] WITNESS
[Signature] WITNESS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this July 27, 2012 by Lamar Fisher as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL

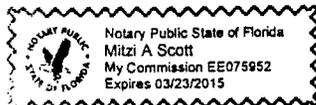


[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this July 27, 2012 by Dennis W. Beach as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this July 27, 2012 by Mary L. Chambers as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. She is personally known to me and he did/did not take an oath.

NOTARY'S SEAL



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

cc: City Clerk
Public Works

TRANSFER AND ASSIGNMENT OF BURIAL RIGHT AGREEMENT

I (we), Mary L. Chambers
(Assignor)
of P.O. Box 24012, Oakland Park, FL 33307 hereby
(Address)

assign, transfer and set over this date to City of Pompano Beach
(Assignee)

Right(s), title and interest in and to Burial Right Agreement# 6238 entered to the 03 day of February 2015 between the City of Pompano Beach, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida and

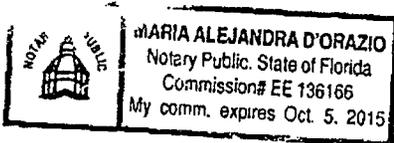
Mary L. Chambers
(Assignor)

(Said burial agreement(s) attached hereto) subject to all the terms and conditions thereof, and do hereby remise, release and quit-claim unto the said City of Pompano Beach
(Assignee)

All my (our) right(s), title and interest in and to the Burial Right Agreement(s) described herein and agreed to be conveyed. Block 09 Lot(s) 71 Plot(s) 4 Lawn Center Lawn

Mary L. Chambers
(Assignor)

Steph
(Witness)



Subscribed and sworn to/affirmed before me on MARCH 18TH, 2015, by MARY LOU CHAMBERS who is personally known to me or has presented FL DC as identification.

[Signature]
Notary Public

The City Commission of the City of Pompano Beach, Florida, hereby accepts the foregoing assignment of Burial Right Agreement(s), subject to all terms and conditions thereof.

Lamar Fisher, Mayor

ATTEST: Asceleta Hammond, City Clerk



Pompano Beach Cemetery
Burial Right Agreement

No. 6238

THIS INDENTURE, made this 25 day of July, A.D., 2012 between CITY OF POMPANO BEACH, a municipal corporation existing under the laws of the State of Florida, and being in Broward County, Florida, Party of the First Part, and Mary L. Chambers of the County of Broward and State of Florida Party of the Second Part, whose address is: P.O. Box 24012, Oakland Park, Florida 33307

WITNESSETH, that the said Party of the First Part for and in consideration of the sum of \$ 850.00 to it in hand paid by the Party of the Second Part, receipt of which is hereby acknowledged, does hereby give and grant to the said Party of the Second Part, the exclusive and perpetual Right of Burial of the human dead in that certain parcel of land, situate, lying and being in Broward County, Florida, to wit: Plot 4 Lot 71 Block 9 of Pompano Beach Cemetery, Center Lawn according to a plat thereof recorded in Plat Book 41, Page 40, of the public records of Broward County, Florida.

The right hereby granted and given shall be exercised and used in accordance with the Rules and Regulations of the City Commission, governing such property now in existence, and as hereafter prescribed, altered or amended from time to time. The Party of the Second Part does agree that such rules and regulations may be amended or altered from time to time by the City Commission, and as so amended will be valid and binding against the right herein given and granted. The Party of the Second Part does hereby agree that the premises above described shall remain under the perpetual care of the Party of the First Part in accordance with the Rules and Regulations now and hereafter in effect; and Party of the First Part hereby agrees that a true and correct copy of the current Rules and Regulations in existence shall be kept in the office of the Cemetery Management for inspection by Party of the Second Part at all reasonable times.

IN WITNESS WHEREOF, the said City of Pompano Beach has caused these presents to be signed in its name by its Mayor-Commissioner and City Manager and its corporate seal to be affixed, attested by its City Clerk the day and year above written.

PARTY OF THE SECOND PART
By Mary L. Chambers
By _____
Mitzi A. Scott
WITNESS

WITNESS

CITY OF POMPANO BEACH
By [Signature]
CITY MANAGER
[Signature]
MAYOR-COMMISSIONER
ATTEST
Mary L. Chambers
CITY AUDITOR-CLERK (SEAL)
Signed, sealed and delivered in our presence:
Shelby R. Baulton
WITNESS
Chesterne Wolka
WITNESS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this July 27, 2012 by Lamar Fisher as Mayor of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL



Mitzi A. Scott
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this July 27, 2012 by Dennis W. Beach as City Manager of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. He is personally known to me and he did/did not take an oath.

NOTARY'S SEAL

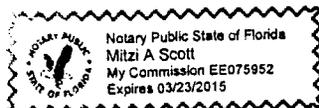


Mitzi A. Scott
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this July 27, 2012 by Mary L. Chambers as City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation. She is personally known to me and he did/did not take an oath.

NOTARY'S SEAL



Mitzi A. Scott
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Mitzi A. Scott
(Name of Acknowledger Typed, Printed or Stamped)

cc: City Clerk
Public Works

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING AN EFFECTIVE DATE (Fiscal Impact - SHIP Funds).

Summary of Purpose and Why:

This resolution approves the City's 2015-2018 Local Housing Assistance Plan (LHAP) as required by the State Housing initiatives Partnership Program Act (SHIP). The signed LHAP must be submitted to the State no later than May 2, 2015 for review and approval in order for the City to receive the SHIP funding necessary to carry out the affordable housing programs outlined in it.



Goal 5.2.1-Superior Capacity/Improve Neighborhoods.

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, Director Ext. 4656
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	<u>3/27/15</u>	Approval	<u>[Signature]</u>
City Attorney	<u>3/27/15</u>		<u>[Signature]</u>
Finance	<u>4/2/15</u>	Approve	<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager		<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-776

March 26, 2015

TO: Mark Korman, Program Compliance Manager

FROM: Gordon B. Linn, City Attorney

RE: Resolutions – Approving the LHAP and the Land Bank and Land Re-Use Policies and Procedures

As requested in your e-mail of March 24, 2015, I have prepared and attached the following form of resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING LAND BANK AND LAND RE-USE POLICIES AND PROCEDURES FOR THE CITY OF POMPANO BEACH AND DIRECTING IMPLEMENTATION OF SAID POLICIES; 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 THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ANY NECESSARY CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act. The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075, F.S., it is found that five percent of the local housing distribution plus five percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Department of Housing and Urban Improvement has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Pompano Beach to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; now, therefore,

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

SECTION 1. The City Commission of the City of Pompano Beach hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2015-2016, 2016-2017, 2017-2018.

SECTION 2. The City Manager is hereby designated and authorized to execute any certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

SECTION 3. City staff is hereby authorized and directed to submit the said approved plan for review and approval by the Florida Housing Finance Corp.

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
3/26/15
l:reso/2015-275

City of Pompano Beach

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2015-2016, 2016-2017, and 2017-2018



Table of Contents

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)	1
2015-2016, 2016-2017, and 2017-2018	1
.....	1
I. General Program Description	3
A. Name of the participating local government and Interlocal if Applicable	3
B. Purpose of the program	3
C. Fiscal years covered by the Plan: 2015-2016, 2016-2017 and 2017-2018	3
D. Governance	3
E. Local Housing Partnership	3
F. Leveraging	3
G. Public Input	4
H. Advertising and Outreach	4
I. Discrimination	4
J. Support Services and Counseling	4
K. Purchase Price Limits	4
L. Income Limits, Rent Limits and Affordability	4
M. Welfare Transition Program	5
N. Monitoring and First Right of Refusal	5
O. Administrative Budget	5
P. Program Administration	6
Q. Essential Service Personnel Definition	6
R. Green Building and Energy Saving products and processes:	6
II. LHAP Strategies	6
A. Rehabilitation Code 3	6
B. Demolition/Reconstruction Code 4	8
C. Purchase Assistance with Rehab Code 1	9
D. Emergency Repair Code 6	10
E. New Construction-Rental Code 21	11
F. Disaster Repair/Mitigation Code 5	12
III. LHAP Incentive Strategies	14
A. Name of the Strategy: Expedited Permitting	14
B. Name of the Strategy: Ongoing Review Process	14
C. Name of the Strategy: The affordable housing definition on the appointment Resolution	15
D. Name of the Strategy: The modification of impact fee requirements including reduction or waiver of fees and alternative methods of fee payment, providing no city general funds are expended	15
E. Name of the Strategy: Reservation of infrastructure capacity for housing for very low and low-income persons	15
F. Name of the Strategy: The preparation of a printed inventory of locally owned public land suitable for affordable housing	15
G. Name of the Strategy: The provision of a financing vehicle to aid very low, low and moderate-income families in securing a home	15
H. Name of the Strategy: The allowance of flexibility in densities for Affordable Housing	16
I. Name of the Strategy: Reduce parking and setback requirements for Affordable Housing	16
J. Name of the Strategy: Proximity of development near transportation hubs/major employers	16
K. Name of the Strategy: Notification and input of all affordable housing projects	16
L. Name of the Strategy: Incentives for affordable homes that include energy efficiency	16
IV. EXHIBITS:	17
A. Administrative Budget for each fiscal year covered in the Plan	17
B. Timeline for Estimated Encumbrance and Expenditure	17
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal	17
Year Covered in the plan	17
D. Signed Certification	17
E. Signed, dated, witnessed or attested adopting resolution	17
F. Program Information Sheet	17
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM	- 27 -

I. General Program Description

A. Name of the participating local government and Interlocal if Applicable

City of Pompano Beach

Interlocal: Yes _____ No X

If “Yes”, name of participating local government(s) in the Interlocal Agreement;

A copy of the Interlocal Agreement must be attached as Exhibit H.

B. Purpose of the program

Creation of the Plan is for the purpose of:

1. To meet the housing needs of the very low, low and moderate income households;
2. to expand production of and preserve affordable housing; and
3. to further the housing element of the local government comprehensive plan specific to affordable housing

C. Fiscal years covered by the Plan: 2015-2016, 2016-2017 and 2017-2018

D. Governance

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code.

Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership

The SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging

The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach

SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Discrimination

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

J. Support Services and Counseling

Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Transportation.

K. Purchase Price Limits

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department
 Local HFA Numbers

The purchase price limit for new and existing homes is shown on the Housing Delivery Goals Charts.

L. Income Limits, Rent Limits and Affordability

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

M. Welfare Transition Program

Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal

In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget

A line-item budget of proposed Administrative Expenditures is attached as Exhibit

A.

The City of Pompano Beach finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:

“A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:

“The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

P. Program Administration

Administration of the local housing assistance plan will be wholly performed and maintained by the City of Pompano Beach.

Q. Essential Service Personnel Definition

Essential Services Personnel are defined as, but not limited to, teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories as the City of Pompano Beach may deem essential during the course of the administration of the local housing assistance plan. Essential Service Personnel means, pursuant to Chapter 2006-69, Laws of Florida, persons in need of affordable housing who are employed in occupations or professions in which they are considered essential service personnel, as defined by each county and eligible municipality within its respective local housing assistance plan pursuant to Section 420.9075(3)(a), F.S.

R. Green Building and Energy Saving products and processes:

In accordance with Section 420.9075 (3) (d), Florida Statutes, in the rehabilitation and construction of housing, the City will encourage innovative design, green building principles, storm resistant construction or other elements that reduce long term costs relating to maintenance, utilities or insurance. When required, all work will meet the Florida Building Code standards. The City will also encourage the use of building materials and installation of appliances that improve energy efficiency and/or meet energy star requirements.

II. LHAP Strategies

A. Rehabilitation	Code 3
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a. Summary of the Strategy:

This Strategy will use SHIP funds to assist with repairs of owner-occupied homes. The funds will be used to correct some or all minimum housing code violations and incipient defects to their property.

b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018

- c. Income Categories to be served: Assistance will be provided to a property occupied by very low, low and moderate-income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.
- d. Maximum award: \$30,000. A higher amount can be approved by the Director of housing and urban improvement on a case by case basis for unanticipated change orders or additional improvements that may be required not to exceed \$60,000.
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default.

The funds to each applicant will be in the form of a 15 year deferred payment loan at 0% interest as a mortgage and note on the property. The sum will be completely forgiven in 15 years, providing there is no conveyance, encumbrance, transfer, rental, or refinancing of the property, as well as, the continued occupancy of the property as the applicant's principal residence.

Repayment Provision: Should the property be sold, rented or refinanced during the 15 years, the full amount of the loan becomes due and payable to the SHIP Housing Trust Fund. If the applicant requests a refinance of their current mortgage a Subordination of Loan may be approved under certain circumstances as stated in the City of Pompano Beach, Office of Housing and Urban Improvement Policy and Procedures Manual. Income Eligible Heirs may be able to assume the note upon qualification.

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

- f. Recipient Selection Criteria:

Applicants for assistance will be received after an advertisement period in the local newspaper and flyers. The City of Pompano Beach typically accepts applications once a year. Only those who comply with the preliminary application process are eligible to submit an application. The applications are then processed on a first qualified, first served basis until all funds are expended. Priority will be given to very low and low income applicants and applicants with special needs until all program set asides have been met. The only applicants eligible to apply for funds under this strategy are owner occupied residences.

- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information: N/A

B.	<i>Demolition/Reconstruction</i>	<i>Code 4</i>
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- a. Summary of the Strategy: Properties that are determined substandard and beyond repair by the rehabilitation inspector will be demolished and a new home built on the site.
- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018
- c. Income Categories to be served: Assistance will be provided to a property occupied by very low, low and moderate-income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.
- d. Maximum award: \$140,000
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. The funds to each applicant will be in the form of a 15 year deferred payment loan at 0% interest as a mortgage on the property. The sum will be completely forgiven in 15 years, providing there is no conveyance, encumbrance, transfer, rental, or refinancing of the property, as well as, the continued occupancy of the property as the applicant's principal residence.

Repayment Provision: Should the property be sold, rented or refinanced during the 15 years, the full amount of the loan becomes due and payable to the SHIP Housing Trust Fund. If the applicant request to refinance their current mortgage a Subordination of Loan may be approved under certain circumstances as stated in the City of Pompano Beach, Office of Housing and Urban Improvement Policy and Procedures Manual. Income Eligible Heirs may be able to assume the note upon qualification.

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information: N/A

- a. Summary of the Strategy: This assistance is for very low, low and moderate income households of the City who wish to purchase an existing or new construction home within the City limits of Pompano Beach. The funds are used for purchase assistance, which includes but is not limited to, down payment assistance, mortgage subsidy and/or principal reduction, closing costs, repairs or reduction of the purchase price to make the home affordable.
- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018
- c. Income Categories to be served: Assistance will be provided to a property occupied by very low, low and moderate-income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.
- d. Maximum award: \$40,000
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. 20 Year Deferred Payment Loan at 0% interest rate, which will be forgiven at the end of twenty-years after closing. If at any time during the twenty (20) years, the property is sold, leased, rented or title to the property is transferred, the loan will become due and payable immediately. The loan will be reduced 20% per year in the last 5 years in accordance with the table below. At the end of the 20 year term the loan will be satisfied and the mortgage lien will be released.

Year	Principal
15	100%
16	80%
17	60%
18	40%
19	20%
20	0%

Repayment Provision: Should the property be sold, rented or refinanced during the 20 years, the loan becomes due and payable to the SHIP Housing Trust Fund. If the applicant elects to refinance their current first mortgage a Subordination of Loan may be approved under certain cases as stated in the City of Pompano Beach, Office of Housing and Urban Improvement Policy

and Procedure Manual. Income Eligible Heirs may be able to assume the note upon qualification.

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

- f. Recipient Selection Criteria: There will be an ongoing application process year round, after advertisement of the program in the local newspapers and flyers 30 days prior to accepting applications. Applicants will be selected on first qualified, first served basis until all funds are expended. The City will close the waiting once funds are expended. The City of Pompano Beach will give priority to very low and low income households and households with special needs until the statutory set asides under the SHIP Program have been complied with.
- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information:

Applicant must attend an 8 hour Homebuyer Education class from a HUD-approved housing counseling agency and receive a certificate of Pre-purchase housing counseling upon completion of the course. This certificate is required prior to loan closing.

Applicant must use pre-approved lenders. The lender of any first mortgage loan provided to an income eligible household must comply with Treasury's guidance for nontraditional mortgages. (<http://www.fdic.gov/regulations/laws/rules/5000-5160.html>). Compliance must be documented. All loans must be at a fixed rate mortgage not to exceed a term of forty (40) years.

D. <i>Emergency Repair</i>	<i>Code 6</i>
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- a. Summary of the Strategy: The Emergency Housing Rehabilitation strategy will address emergency repairs to eligible homeowners to carry out limited improvements such as roofing, electrical and plumbing to immediately rectify life hazardous and potentially dangerous conditions that threaten the safety and health of the occupants of the home as determined by the housing inspector.
- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018

- c. Income Categories to be served: Assistance will be provided to a property occupied by very low, low and moderate-income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.
- d. Maximum award: \$15,000
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. Assistance will be provided in the form of a grant. Individual households will not be required to repay funds used for emergency repairs.
- f. Recipient Selection Criteria: Applicants for assistance will be received after an advertisement period in the local newspaper and a public awareness campaign of flyers. The City of Pompano Beach typically accepts applications once a year. Only those who comply with the preliminary application process are eligible to submit an application. The applications are then processed on a first qualified, first served basis until all funds are expended for the year. All properties must be single family owner occupied and located in Pompano Beach.
- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information: N/A

E.	<i>New Construction-Rental</i>	<i>Code 21</i>
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- a. Summary of the Strategy: This strategy will provide acquisition and development assistance to eligible sponsors (Not for Profit and for Profit) to develop affordable rental housing for very low, low and moderate-income households.
- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018
- c. Income Categories to be served: Assistance will be provided to project that serves very low, low and moderate-income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.
- d. Maximum award: \$10,000 per unit.
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness),

Recapture and Default. The funds will be in the form of a deferred mortgage at 0% interest rate for a minimum of 20 years. The loan will decrease at 1/20th of its value each year so that the sum will be completely forgiven in 20 years, providing there is no conveyance, no encumbrance, no refinancing of the property, or that less than 51% of the units are made available for rent by very low, low and moderate income renter persons or households.

Default Provisions: Should the property be sold, encumbered, refinanced or less than 51% of the units available for rent to the very low, low and moderate income households the remaining 100% of the loan funds plus 6% interest will become due and payable to the SHIP Housing Trust Fund. The City of Pompano Beach Office of Housing and Urban Improvement shall on an annual basis for at least 20 years monitor the multi-family development to determine tenant eligibility and project affordability for very low, low and moderate-income families.

Recapture Provision: In the event of default (failure to make required payments on a loan secured by a first mortgage which leads to foreclosure and/or loss of property ownership) the loan will be in default and the funds will be recaptured.

- f. Recipient Selection Criteria: Recipients will submit application packets in response to the City's Request for Proposals (RFP) process that will be developed by the City and advertised in the local newspaper. Each submitted application packet will be reviewed, evaluated and ranked by a SHIP Review Committee. All eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process as required by Rule 67-37.005(6)(b) 7, Florida Administrative Code.

Recipients that offer rental housing for sale before the end of the 20 year affordability period or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

- g. Sponsor Selection Criteria and duties, if applicable: N/A
- h. Additional Information: N/A

F.	<i>Disaster Repair/Mitigation</i>	Code 5
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- a. Summary of the Strategy: The Disaster Strategy provides assistance to households following a natural disaster as declared by Executive Order by the President of the United States or Governor of the State of Florida. This

strategy will only be implemented in the event of a natural disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP funds will be used to provide emergency housing repairs to income eligible households in the aftermath of a natural disaster. SHIP disaster funds may be used for items such as, but not limited to:

1. Purchase of emergency supplies for eligible households to weatherproof damaged homes;
2. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
3. Construction of wells or repair of existing wells where public water is not available;
4. Payment of insurance deductibles for rehabilitation of homes covered under homeowners insurance policies;
5. Security deposit for eligible recipients that have been displaced from their homes due to disaster;
6. rental assistance for the duration of Florida Office of the Governor Executive Order, for eligible recipients that have been displaced from their homes due to disaster;
7. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

- b. Fiscal Years Covered: 2015-2016, 2016-2017 and 2017-2018
- c. Income Categories to be served: Assistance will be provided to property that is occupied by very low, low and moderate-income households whose income does not exceed 140% of the median. Priority will be given to very low and low income households and households with special needs until all program set asides have been met.
- d. Maximum award: \$30,000
- e. Terms of the award: Interest Rate, Repayment (hard pay, forgiveness), Recapture and Default. Assistance will be provided in the form of a grant. No payments or repayment will be required and no security instrument will be recorded against the property.
- f. Recipient Selection Criteria: First qualified, first served basis pending funding availability. The property must be located in the City limits of Pompano Beach, Florida.
- g. Sponsor Selection Criteria and duties, if applicable: N/A

- h. Additional Information: N/A

III. LHAP Incentive Strategies

On October 1, 2013 the Affordable Housing Advisory Committee held a public hearing to receive comments and finalize the affordable housing incentives to be recommended to the City Commission. On February 25, 2014 through resolution 2014-143 the City Commission adopted the recommendations of the advisory committee as listed below.

A. Name of the Strategy: Expedited Permitting

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

Established policy and procedures: This incentive is presently implemented through an adopted One-Stop new construction permitting process for affordable housing projects within the city limits for the City of Pompano Beach. The Office of Housing and Urban Improvement is the lead Agency in this process. The One-Stop process has a pre-approved checklist of requirements that contractors must follow to implement the process. On the third Friday of each month contractors submits all permits checklists, applications, and plans to the Office of Housing and Urban Improvement (OHUI) for distribution to Zoning, Building and Engineering Departments. The Development team members have four and a-half (4½) days to review and process the plans for the scheduled monthly meeting which usually takes place a week later. If no negative comments are raised, a construction permit will be issued (processing time 5 working days). If negative comments are raised, the contractor has ten (10) days to make corrections and resubmit the plans through the Office of Housing and Urban Improvement for review. The City will then have five (5) days to review and issue permitted. If the contractor does not meet the ten (10) day timeframe for re-submittals, and if the resubmitted plans are not 100% corrected, the contractor will then be required to submit his plans through the Building Department's normal permitting process for a building permit.

B. Name of the Strategy: Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Established policy and procedures: The Office of Housing and Urban Improvement has been assigned to the City's review development process team. Wherein, all proposed changes in the City's policies, procedures, ordinances, regulations, plans, or infrastructure improvements in the city limits that have significant impacts on the cost of housing must be reviewed and commented by the Office of Housing and Urban Improvement. These comments are then submitted to the various governing boards and City Commission to be addressed at consideration of procedural changes. This process is accomplished through a checklist procedure implemented by the Development Services Director when major land use, variances, planning policies and documents are up for consideration. This checklist identifies all departments requiring comments to be submitted.

C. Name of the Strategy: The affordable housing definition on the appointment Resolution.

Established policy and procedures: This incentive has been incorporated into the City's application process for qualifying eligible affordable housing cost for the very low, low and moderate-income families.

D. Name of the Strategy: The modification of impact fee requirements including reduction or waiver of fees and alternative methods of fee payment, providing no city general funds are expended.

Established policy and procedures: The incentive is implemented by the Office of Housing and Urban Improvement using grant funds to pay these fees for contractors as an incentive to reduce the cost of housing to low and moderate income homebuyers by the same amount of grant funds to the contractor. This incentive is implemented by an individual applicant submitted process to Office of Housing and Urban Improvement on a case by case basis, and the availability of funds. The criterion for determination is based on the composition of the tenants, such as low to moderate income households or senior facilities, and the amount of funding asked for and available amount of funds.

E. Name of the Strategy: Reservation of infrastructure capacity for housing for very low and low-income persons.

Established policy and procedures: This incentive is presently established with the cooperation of the Department of Development Services to insure the infrastructure capacity of water and sewer for housing for low and very low income households.

F. Name of the Strategy: The preparation of a printed inventory of locally owned public land suitable for affordable housing.

Established policy and procedures: This incentive has been implemented and updates are made annually. The Office of Housing and Urban Improvement in collaboration with the City's Department of Development Services have created an inventory list of lands owned by the City of Pompano Beach and the City of Pompano Beach Community Redevelopment Agency.

G. Name of the Strategy: The provision of a financing vehicle to aid very low, low and moderate-income families in securing a home.

Established policy and procedures: This incentive is implemented annually through advertisement of the City's various affordable Housing Programs to very low, low and moderate-income persons, as well as, through application processing for applicant eligibility.

H. Name of the Strategy: The allowance of flexibility in densities for Affordable Housing.

Established policy and procedures: This incentive is being reviewed by the Department of Development Services and will be taken into consideration when the new Zoning Ordinance is drawn.

I. Name of the Strategy: Reduce parking and setback requirements for Affordable Housing.

Established policy and procedures: This incentive is established with an individual applicant based application on a case by case basis.

J. Name of the Strategy: Proximity of development near transportation hubs/major employers.

Established policy and procedures: This incentive is being reviewed by the Office of Housing and Urban Improvement with the cooperation of the Department of Development Services to establish incentives for developers.

K. Name of the Strategy: Notification and input of all affordable housing projects

Established policy and procedures: The Office of Housing and Urban Improvement should be given notification and input in determining eligibility of all affordable housing projects. This incentive is in combination with Strategy B.

L. Name of the Strategy: Incentives for affordable homes that include energy efficiency.

Established policy and procedures: The City will give preferential incentives for affordable homes that include energy efficiency, i.e. windows, fans, tank less water heaters, and energy star rated appliances. The Office of Housing and Urban Improvement will establish a handbook that will outline the policy and procedures to be used in giving preferential incentives for affordable homes that include energy efficiency.

IV. EXHIBITS:

- A. Administrative Budget for each fiscal year covered in the Plan Page 17
- B. Timeline for Estimated Encumbrance and Expenditure Page 18
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal
Year Covered in the plan Page 19-21
- D. Signed Certification. Page 22-23
- E. Signed, dated, witnessed or attested adopting resolution Page 24-25
- F. Program Information Sheet Page 26

LHAP 2015

Exhibit A

67-37.005(1), F.A.C.

Effective Date: 10/2014

City Of Pompano Beach

Fiscal Year: 2015-2016		
Estimated Allcoation for Calculating:	\$	470,623.00
Salaries and Benefits	\$	44,812.00
Office Supplies and Equipment	\$	1,000.00
Travel Perdiem Workshops, etc	\$	500.00
Advertising	\$	750.00
Other	\$	
Total	\$	47,062.00
		0.099999
Fiscal Year: 2016-2017		
Estimated Allcoation for Calculating:	\$	470,623.00
Salaries and Benefits	\$	44,812.00
Office Supplies and Equipment	\$	1,000.00
Travel Perdiem Workshops, etc	\$	500.00
Advertising	\$	750.00
Other	\$	
Total	\$	47,062.00
		0.099999
Fiscal Year 2017-2018		
Estimated Allcoation for Calculating:	\$	470,623.00
Salaries and Benefits	\$	44,812.00
Office Supplies and Equipment	\$	1,000.00
Travel Perdiem Workshops, etc	\$	500.00
Advertising	\$	750.00
Other	\$	
Total	\$	47,062.00
		0.099999

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2015-2016

LHAP Exhibit C 2015

Please check applicable box

New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Pompano Beach

Allocation: \$470,623.00

Strategy # From Plan Text	Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
									New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
C	1	Purchase Assistance with Rehab		\$40,000		\$40,000	1	\$40,000		\$40,000.00		\$40,000.00	8.50%	1
A	3	Rehabilitation	2	\$60,000	2	\$60,000		\$60,000		\$240,000.00		\$240,000.00	51.00%	4
B	4	Demolition/Reconstruction		\$140,000		\$140,000		\$140,000				\$0.00	0.00%	0
F	5	Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000				\$0.00	0.00%	0
D	6	Emergency Repair	8	\$15,000	2	\$15,000		\$15,000		\$143,561.00		\$143,561.00	30.50%	10
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15

Strategy # From Plan Text	Code	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
									New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
E	21	New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
												\$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
		Administration Fees										\$47,062.00	10.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL							\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15
		Add Subtotals 1 & 2, plus all Admin	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15

Percentage Construction/Rehab: Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt

Maximum Allowable Purchase Price: 90%

Purchase Price:	New	\$391,154	Existing	\$391,154
-----------------	-----	-----------	----------	-----------

Allocation Breakdown	Amount	%	Projected Program Income	Max Amount Program Income For Admin
Very-Low Income	\$141,187.00	30.0%	Projected Recaptured Funds:	\$0.00
Low Income	\$141,187.00	30.0%	Distribution:	\$470,623.00
Moderate Income	\$141,187.00	30.0%	Total Available Funds:	\$470,623.00
TOTAL	\$423,561.00	90.0%		

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2016-2017

LHAP Exhibit C 2015

Please check applicable box

New Plan:	x
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Pompano Beach

Estimated Funds: \$470,623.00

Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
								New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
1	Purchase Assistance with Rehab		\$40,000		\$40,000	1	\$40,000		\$40,000.00		\$40,000.00	8.50%	1
3	Rehabilitation	2	\$60,000	2	\$60,000		\$60,000		\$240,000.00		\$240,000.00	51.00%	4
4	Demolition/Reconstruction		\$140,000		\$140,000		\$140,000				\$0.00	0.00%	0
5	Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000				\$0.00	0.00%	0
6	Emergency Repair	8	\$15,000	2	\$15,000		\$15,000		\$143,561.00		\$143,561.00	30.50%	10
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15

Code	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
								New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
21	New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
											\$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownersh	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
	Administration Fees										\$47,062.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Ad	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15

Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.	90%
Maximum Allowable Purchase Price:		
	New	Existing
	\$391,154	\$391,154

Allocation Breakdown	Amount	%
Very-Low Income	\$141,187.00	30.0%
Low Income	\$141,187.00	30.0%
Moderate Income	\$141,187.00	30.0%
TOTAL	\$423,561.00	90.0%

Projected Program Income:		Max Amount Program Income For Admin	\$0.00
Projected Recaptured Funds:			
Distribution:	\$470,623.00		
Total Available Funds:	\$470,623.00		

FLORIDA HOUSING FINANCE CORPORATION
HOUSING DELIVERY GOALS CHART
2017-2018

LHAP Exhibit C 2015

Please check applicable box

New Plan:	x
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Pompano Beach

Estimated Funds: \$470,623.00

HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A	B	C	D	E	F
							New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
Purchase Assistance with Rehab		\$40,000		\$40,000	1	\$40,000		\$40,000.00		\$40,000.00	8.50%	1
Rehabilitation	2	\$60,000	2	\$60,000		\$60,000		\$240,000.00		\$240,000.00	51.00%	4
Demolition/Reconstruction		\$140,000		\$140,000		\$140,000				\$0.00	0.00%	0
Disaster Repair/Mitigation		\$10,000		\$10,000		\$10,000				\$0.00	0.00%	0
Emergency Repair	8	\$15,000	2	\$15,000		\$15,000		\$143,561.00		\$143,561.00	30.50%	10
										\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
Subtotal 1 (Home Ownership)	10		4		1		\$0.00	\$423,561.00	\$0.00	\$423,561.00	90.00%	15

RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
New Construction-Rental		\$10,000		\$10,000		\$10,000.00				\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
										\$0.00	0.00%	0
Subtotal 2 (Non-Home Ownership)	0		0		0		\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0
Administration Fees										\$47,062.00	10.00%	
Admin. From Program Income											0.00%	
Home Ownership Counseling											0.00%	
GRAND TOTAL	10		4		1		\$0.00	\$423,561.00	\$0.00	\$470,623.00	100.00%	15

Percentage Construction/Reh	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.	90%
Maximum Allowable Purchase Price:		
	New	Existing
	\$391,154	\$391,154

Allocation Breakdown	Amount	%	Projected Program Income:	Max Amount Program Income For Admin	\$0.00
Very-Low Income	\$141,187.00	30.0%	Projected Recaptured Funds:		
Low Income	\$141,187.00	30.0%	Distribution:	\$470,623.00	
Moderate Income	\$141,187.00	30.0%	Total Available Funds:	\$470,623.00	
TOTAL	\$423,561.00	90.0%			

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government: City of Pompano Beach, Florida

- (1) The local government will advertise the availability of SHIP funds pursuant to Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, creed, religion, color, age, sex, familial or marital status, handicap, or national origin.
- (3) A process for selection of recipients for funds has been developed.
- (4) The eligible municipality or county has developed a qualification system for applications for awards.
- (5) Recipients of funds will be required to contractually commit to program guidelines.
- (6) The Florida Housing Finance Corporation will be notified promptly if the local government (or interlocal entity) will be unable to comply with the provisions the plan.
- (7) The Local Housing Assistance Plan shall provide for the expenditure of SHIP funds within 24 months following the end of the State fiscal year in which they are received.
- (8) The plan conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the Local Housing Assistance Plan.
- (9) Amendments to the approved Local Housing Assistance Plan shall be provided to the Corporation within 21 days after adoption.
- (10) The trust fund shall be established with a qualified depository for all SHIP funds as well as moneys generated from activities such as interest earned on loans.
- (11) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (12) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements, copies of the audits will be forwarded to the Corporation as soon as available.
- (13) An interlocal entity shall have its local housing assistance trust fund separately audited for each state fiscal year, and the audit forwarded to the Corporation as soon as possible.
- (14) SHIP funds will not be pledged for debt service on bonds or as rent subsidies.

- (15) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (16) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to service eligible persons.
- (17) Rental Units constructed or rehabilitated with SHIP funds shall be monitored at least annually for 15 years for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e)
- (18) The Plan meets the requirements of Section 420-907-9079 FS, and Rule Chapter 67-37 FAC, and how each of those requirements shall be met.
- (19) The provisions of Chapter 83-220, Laws of Florida *has* or **X** *has not* been implemented.
(note: Miami Dade County will check "has")

 Witness

 Chief Elected Official or designee

 Witness

 Type Name and Title

 Date

OR

 Attest:
 (Seal)

RESOLUTION #: _____

CITY OF POMPANO BEACH, FLORIDA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF POMPANO BEACH FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution

of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Department of Housing and Urban Improvement has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Pompano Beach to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The City Commission of the City of Pompano Beach hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2015-2016, 2016-2017, 2017-2018.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

Mayor

(SEAL)

ATTEST:

City or County Clerk

of up to \$350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Department of Housing and Urban Improvement has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Pompano Beach to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

Mayor

(SEAL)

ATTEST:

City or County Clerk

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
PROGRAM INFORMATION SHEET

The following information must be furnished to the Corporation before any funds can be disbursed.

Local Government	City of Pompano Beach, Florida
Chief Elected Official	Lamar Fisher, Mayor
Address	100 West Atlantic Boulevard, Pompano Beach, Florida 33060
SHIP Administrator	Miriam Carrillo, Director
Address	100 West Atlantic Boulevard, Suite 220, Pompano Beach, Florida 33060
Telephone	954-786-4651
EMAIL	miriam.carrillo@copbfl.com
Alternate SHIP Contact	Mark Korman, Compliance Officer
Telephone	954-786-7839
EMAIL	Mark.Korman@copbfl.com
Local Government Employer Federal ID #	59-6000411
Other Information	

Meeting Date: 04.14.2015

Agenda Item 21

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 SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES TO PROVIDE TRAINING SERVICES FOR PROJECT MANAGEMENT AND LEAN SIX SIGMA GREEN BELT CERTIFICATIONS; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This agreement will allow Florida Atlantic University's College of Business to offer Project Management and Lean Six Sigma Green Belt certifications to approximately 68 employees over the next 12 months onsite at the City of Pompano Beach.



QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Human Resources/Budget
- (2) Primary staff contact: Michael Smith/Ernesto Reyes Ext. 5549/4049
- (3) Expiration of contract, if applicable: April 14, 2016
- (4) Fiscal impact and source of funding: \$108,664 to come from General Fund Reserves.

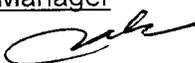
DEPARTMENTAL COORDINATION

Budget

Human Resources

City Attorney

City Manager



DATE

03.31.2015

03.31.2015

3/31/15

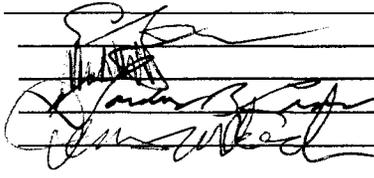
DEPARTMENTAL RECOMMENDATION

Approve

Approve

Reviewed for form & correctness

DEPARTMENTAL HEAD SIGNATURE



ACTION TAKEN BY COMMISSION:

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

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 FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES TO PROVIDE TRAINING SERVICES FOR PROJECT MANAGEMENT AND LEAN SIX SIGMA GREEN BELT CERTIFICATIONS; 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 Florida Atlantic University Board of Trustees to provide training services for project management and Lean Six Sigma Green Belt Certifications, 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 Florida Atlantic University Board of Trustees.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

HUMAN RESOURCES

Michael Smith, Human Resources Director

E: michael.smith@copbfl.com | P: 954.786.4626 | F: 954.786.5553

DATE: March 31, 2015
TO: Dennis Beach, City Manager
FROM: Mike Smith, Human Resources Director
SUBJECT: Service Agreement- FAU for Lean Six Sigma and Project Management Training



This item approves a Service Agreement with Florida Atlantic University Board of Trustees to provide for onsite training leading to certifications for approximately sixty eight staff in Project Management and Lean Six Sigma Green Belt.

Lean Six Sigma was developed in the private sector in the 1980's at Motorola, General Electric and Florida Power and Light to reduce waste, improve efficiency, and produce better outcomes for customers. Today Lean Six Sigma is widely used in many of the Fortune 500 companies.

Training will be provided in four six day series from April 14, 2015 until February 12, 2016 through the FAU College of Business.

This training is an objective under Confidence Building Government -2.4.2

Cost of this item is \$ 108,664 over two fiscal years.



SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of March, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, 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 training services for Project Management and Lean Six Sigma Green Belt certifications 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 14, 2015. Contractor shall commence services for the City and continue operation through April 13, 2016.

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 an additional period one (1) year, 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 described in Exhibit "A"

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted as noted in Exhibit "A" for each session.

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: Florida Atlantic University
Natalya Sabga, PMP
Assoc. Director - Corporate Training & Special Projects Executive
Education
Florida Atlantic University
777 Glades Rd. Bldg. 93, Ste. 201
Boca Raton, FL 33431

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. The parties agree that each shall maintain a qualified insurance program in the limits specified in Florida Statute 768.28. The insurance programs shall provide for general and automobile and Workers Compensation and Employers Liability Coverage. The parties agree to exchange a Certificate of Insurance evidencing each parties insurance program. In the event that either parties insurance program is modified during the term of this Agreement, the party whose plan is being modified shall provide the other party with at least thirty (30) days prior written notice.

16. Indemnification. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

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 and the Contractor are public agencies subject to Chapter 119, Florida Statutes. The City of Pompano Beach and the Contractor shall comply with Florida's Public Records Law. Specifically, to the extent applicable, 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.

29. The Contractor makes no warranties of any kind, express or implied, pertaining to the services, and to the maximum extent permitted by law, disclaims all warranties and conditions, either express or implied, pertaining to the services.

30. To the maximum extent permitted by law, in no event shall either party be liable for any special, incidental, indirect, or consequential damages whatsoever, pertaining to the services (including, without limitation, damages for loss of business profits, business interruption, or any other pecuniary loss, including legal fees), whether for a breach of contract, failure of essential purpose, negligence or otherwise, even if the party has been advised of the possibility of such damages.

31. Neither party may use the other party's trade names, trademarks, service marks, logos or other designations except to the extent and in the manner which is expressly provided for in writing by the other party.

32. The Contractor reserves all rights with respect to the services and materials provided by the Contractor or the work-product developed by the Contractor in connection with the services. Nothing herein shall purport to grant or convey any interest or right to the Contractor's services, materials or work-product or grant any exclusivity with respect thereto.

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”

Florida Atlantic University Board of Trustees

Witnesses:

By: _____

Print Name: _____

Title: _____

Business License No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, 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

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

l:agr/genl srvs/service contract

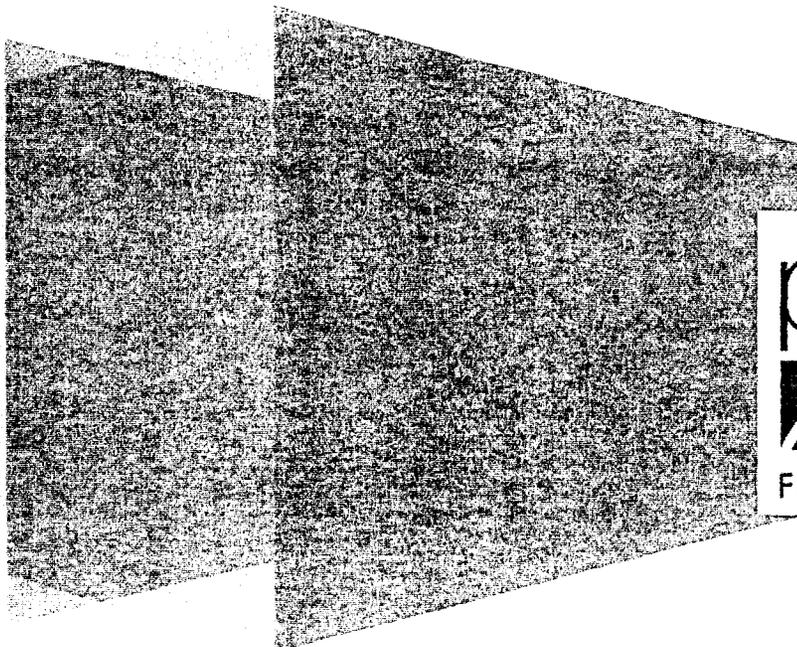
FAU

EXECUTIVE EDUCATION

College of Business
Florida Atlantic University

**PROJECT MANAGEMENT &
LEAN SIX SIGMA GREEN BELT TRAINING**

Customized On-Site Programs For:



CLIENT **City of Pompano Beach**

CONTACT

Michael Smith, IPMA-CP
Human Resources Director
City of Pompano Beach
Office: 954-786-5549
Email: Michael.Smith@copbfl.com

PROGRAM OFFERINGS

Project Management Overview & Lean Six Sigma Green Belt Certification Training

Program Overview

- A certification course which will introduce participants to enhanced problem-solving skills, using the ‘DMAIC’ (Define, Measure, Analyze, Improve and Control) model, and provides the knowledge and skills needed to form and facilitate Six Sigma teams and manage Six Sigma projects. In addition, this certification program includes Lean components. Six Sigma's focus on quality complements Lean techniques focused on efficiencies; and, when combined, these skills promote business and operational excellence. Upon successful completion of the course and a final exam passing grade of 80%, participants will be certified as Lean Six Sigma Green Belts.
- Length: 35 Hours (5 days)
- Time: 8:30am – 4:30pm
- Fee:
 - Min. 17 /Max. 25 attendees per session
 - \$1,598.00 per attendee
- Inclusions:
 - Pre-training meetings: (included) 2, for the purposes of identifying City processes and projects for reference in the training sessions
 - Workbook
 - Textbooks
 - Certificate of completion

Program Schedule

Session 1

GB 1 : April-May, Tuesdays @Emma Lou Olsen Center

- Project Management (1day): Tues. April 14, 2015
- Lean Six Sigma Green Belt Certification (5-days):
 - Tuesdays, April 21, 28, May 5, 12, 19, 2015

Session 2

GB 2 : June – July, Mixed Days@ Emma Lou Olsen Center

- Project Management (1day): Wed. June 17, 2015
- Lean Six Sigma Green Belt Certification (5-days):
 - Thurs., Fri. June 18, 19, 2015
 - Mon.-Tues.-Wed. June 29, 30, July 1, 2015

Session 3

GB 3: Oct. – Dec., Fridays @Fire Training

- Project Management (1day): Fri. Oct. 23, 2015
- Lean Six Sigma Green Belt Certification (5-days):
 - Fridays, October 30, November 6, 13, 20, December 4, 2015

Session 4

GB 4: Jan. – Feb., Fridays @Fire Training

- Project Management (1day): Fri. January 8, 2016
- Lean Six Sigma Green Belt Certification (5-days): Fri.
 - January 15, 22, 29, February 5, 12, 2016

Program Attendees

City of Pompano Beach will furnish FAU with an accurate list of attendees and final headcount no later than fourteen (14) days prior to program start date.

Program Location

Program may be conducted at the aforementioned City of Pompano Beach locations.

Program Facilities

The FAU Instructor will require a projector, screen and ability to have presentation pre-loaded prior to the session (s). In addition, whiteboard space is preferable.

Program Instructors

Project Management: the instructor for the Project Management (1-day) sessions will be PMP[®]-certified.

Lean Six Sigma Green Belt: the instructor for the Lean Six Sigma (5-day) sessions will be a certified Lean Six Sigma Master Black Belt.

PROGRAM FEES

SESSION	TOTAL FLAT FEE (up to 17 attendees)
1	\$27,166.00
2	\$27,166.00
3	\$27,166.00
4	\$27,166.00
Tot. Flat Fees Due	\$108,664.00

Attendees 18-25	\$1,598.00 per person
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Program Collaboration



KEY PERFORMANCE

All Project Management and Six Sigma Certificate programs are offered by **Florida Atlantic University** in conjunction with **Key Performance, LLC**, a registered and accredited education provider.

Key Performance, LLC. (www.KeyPerformance.com) is a premier project management training company with offices in both the U.S. and Europe. Specializing in Project Management and Lean Six Sigma training for a wide range of industries and government agencies, all instructors are experts in the subjects they teach.

Both Florida Atlantic University's Executive Programs and Key Performance, LLC are accredited by the Project Management Institute® (www.pmi.org) as Registered Education Providers (R.E.P.).



All program courses will generate Continuing Education/Professional Development Units (CEU/PDU) credits that may be applied toward receiving and maintaining PMP® certification.

Terms & Conditions

i. **Content**

The City of Pompano and FAU's Office of Executive Education have agreed explicitly on content and direction of the program prior to agreement execution.

Should additional programming or changes to scope be discussed - The City of Pompano and FAU will mutually agree upon content, direction, and applicable fees for said future programming separately.

ii. **Billing**

Payment Schedule:

a. **100% of fees per session** will be invoiced *60 days prior to each program start*

i. *NOTE:* Session 1 will be invoiced at agreement execution (< 30 days away from start)

ii. The balance of fees due for any session (should headcount change between 60 day advance window and program start date will be invoiced with the following session

iii. In order to accurately invoice, City of Pompano Beach will furnish FAU with an accurate list of attendees and final headcount no later than twenty-one (21) days prior to program start date

b. All invoices are payable within thirty (30) days of the invoice date.

iii. **Cancellation**

Should The City of Pompano cancel the program less than fourteen (14) prior to commencement of the program, The City of Pompano will still be responsible for covering the costs of administration, instructional time and materials. Customization and integration of City of Pompano processes and systems will also be billable at \$150.00/hr, pro-rated for the hours completed at time of cancellation.

iv. Attendees

For the purposes of historical data tracking and pursuant to the rules and regulations for Continuing Education Unit (CEU) conferral, FAU Executive Education will request that The City of Pompano provide the following information for each of its attendees in the form of an Excel document:

Name, Physical Address, Email Address, Title

Meeting Date: 4-14-15

Agenda Item 22

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: Request Commission approval to execute a Settlement Agreement and Release of Liens between the City of Pompano Beach, Mark A. Marasco, and Stephanie K. Marasco

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS TO RESOLVE PENDING FORECLOSURE LITIGATION BETWEEN THE CITY OF POMPANO BEACH, MARK A. MARASCO AND STEPHANIE K. MARASCO; PROVIDING AN EFFECTIVE DATE.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: City Attorney
- (2) Primary staff contact: Fawn Powers, Assistant 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 OR ATTACHED MEMO NUMBER
City Attorney	4/1/15	<i>Approve</i>	City Attorney's Comm. #2015-791 <i>NBC</i>

- Advisory Board
- Planning and Growth Management Director
- Public Works Administrator
- City Manager *cm*

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 #2015-791

April 1, 2015

TO: Dennis W. Beach, City Manager

FROM: Fawn Powers, Assistant City Attorney

RE: Resolution Authorizing Settlement Agreement And Release of Municipal Liens between the City of Pompano Beach, Mark A. Marasco and Stephanie K. Marasco

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, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS TO RESOLVE PENDING FORECLOSURE LITIGATION BETWEEN THE CITY OF POMPANO BEACH, MARK A. MARASCO AND STEPHANIE K. MARASCO; PROVIDING AN EFFECTIVE DATE.

Please place this matter on the April 14, 2015 City Commission Consent Agenda. I have attached a Commission Agenda Cover Sheet for your convenience.

Should you have any questions regarding this matter, please feel free to contact me.

A handwritten signature in cursive script that reads "Fawn Powers". The signature is written in black ink and is positioned above a horizontal line.

FAWN POWERS

FP/ds
l:cor/manager/2015-791f
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 SETTLEMENT AGREEMENT AND RELEASE OF MUNICIPAL LIENS TO RESOLVE PENDING FORECLOSURE LITIGATION BETWEEN THE CITY OF POMPANO BEACH, MARK A. MARASCO AND STEPHANIE K. MARASCO; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That a Settlement Agreement and Release of Municipal Liens between the City of Pompano Beach, Mark A. Marasco, and Stephanie K. Marasco with regard to *City of Pompano Beach v. Mark A. Marasco, et. al.*, Case No. 13-024254, a copy of which Settlement 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 ratify execution of the aforesaid Settlement Agreement between the City of Pompano Beach, Mark A. Marasco and Stephanie K. Marasco.

SECTION 3: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Mayor and City Commission
April 1, 2015
Page 2 of 2

City Attorney's Communication #2015-781

The difference between this case and the other foreclosure actions I litigate is that this involves unpermitted work, maintenance and public nuisance violations and not life safety issues (other than attempting to replace the electrical panel without permits). The other cases I traditionally file involve properties with numerous life safety issues and contentious litigation. Other than the approximately 30 hours I spent to address this situation, staff time expended on this enforcement matter has not been excessive.

Although I am of the opinion that the Marascos do not have any valid legal defenses to the pending foreclosure action, I recommend you approve the Settlement Agreement because all violations have been complied, the City is not interested in acquiring the Property and the Marascos have made a significant investment to improve and comply the Property.

Thank you for your consideration of this matter. Please call me at (954) 786-4083 if you wish to discuss further.



FAWN POWERS

l:cor/comsn/2015-781f
Attachments
cc: Dennis Beach, City Manager

**SETTLEMENT AGREEMENT
AND
RELEASE OF MUNICIPAL LIENS**

EXHIBIT

1

This Settlement Agreement and Release(s) of Municipal Liens and Assessments ("Settlement Agreement") is made and entered into this ___ day of _____ 2015, by and between the City of Pompano Beach ("City"), a Florida municipal corporation located at 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, and Mark A. Marasco and Stephanie K. Marasco (collectively "Marasco") whose address is 1117 Sea Spray Avenue, Delray Beach, Florida 33483.

WHEREAS, City and Marasco are parties in a certain foreclosure action in the Seventeenth Judicial Circuit in and for Broward County, Florida, styled *City of Pompano Beach v. Mark A. Marasco, et. al.*, Case No. 13024254;

WHEREAS, the subject of the foregoing litigation is the single family rental property located at 3404 Dover Road, Pompano Beach, Florida 33060 (the "Property") which is owned by Marasco;

WHEREAS, as set forth in Exhibit A attached hereto and made a part hereof, the City has three (3) Code Enforcement liens against the Property totaling \$369,150.00; and

WHEREAS, the parties have agreed to settle and completely resolve all of their outstanding differences, disputes and claims, asserted or unasserted, known or unknown, for a sum in settlement ("Settlement Sum") of its three (3) liens on the Property and out-of-pocket costs in this matter as detailed in Exhibit B.

NOW THEREFORE, in consideration of the above recitals and the promises and agreements contained in this Settlement Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby covenant and agree as follows.

1. **Representations.** All of the above statements are true and correct to the best of the parties' belief and knowledge.

2. **Settlement Sum.** Marasco shall pay City the Settlement Sum of \$4,397.32 in accordance with the following payment schedule:

- \$500 due on or before June 11, 2015;
- \$500 due on or before July 11, 2015;
- \$500 due on or before August 11, 2015;
- \$500 due on or before September 11, 2015;
- \$500 due on or before October 11, 2015;
- \$500 due on or before November 11, 2015;
- \$500 due on or before December 11, 2015;
- \$500 due on or before January 11, 2016; and
- \$397.32 due on or before February 11, 2016.

Notwithstanding the foregoing schedule, Marasco may also pay the Settlement Sum in

full earlier without penalty by City. In exchange for payment in full of the Settlement Sum, the City shall timely execute a Release on the subject three (3) Code Enforcement liens and record same in the Public Records of Broward County.

3. City's Obligations. The City shall cooperate with Marascos and not unreasonably or arbitrarily refuse to timely provide and record a Release on the three (3) Code Enforcement liens upon payment in full of the settlement sum.

4. Force Majeure. In the event any parties failure to perform any of the covenants herein is due to conditions beyond their control including accidents, death, acts or God, terrorism or 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 to correct the adverse effect of such event of force majeure.

5. No Precedent. It is understood and agreed by all parties hereto that this Settlement Agreement is executed based on the particular circumstances of this case and does not establish a precedent for the resolution of other cases of future violations on the Property. Specifically, based on the Property's history of unpermitted work, public nuisance and blight, the Marascos understand they should not expect any further leniency if they are cited for additional Code Enforcement violations on the Property in the future.

6. Complete Agreement. This Settlement Agreement constitutes the entire understanding of the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein in writing and all negotiations, understandings, conversations, and communications are merged into this Settlement Agreement. Each party warrants that it has not relied on any promises or representations outside of this Settlement Agreement.

7. No Oral Modifications. This Settlement Agreement can be modified, amended or revoked only by express written consent of all parties. No waiver of any of the provisions of this Settlement Agreement shall constitute a waiver of any of its other provisions.

8. Voluntary Agreement and Consultation with Counsel. The City and Marasco represent and acknowledge that they (a) have read this Settlement Agreement and understand all its terms; (b) have made such investigation of the matters contained herein as deemed necessary and find the terms to be satisfactory; (c) execute this Settlement Agreement freely, voluntarily and without coercion, with full knowledge of its significance, binding effect and the legal consequences thereof; and (d) have been represented by counsel of their choice and have had adequate opportunity to review and consider the terms of this Settlement Agreement.

9. Non-Assignability. This Settlement Agreement is not assignable and all parties agree that they shall not sell, assign, transfer, merge or otherwise convey any of their respective interests, rights, or obligations under it, in whole or in part, to any other person, corporation or entity.

10. Non-Assignment of Claims. Each party represents and warrants that no other person or entity has or has had any interest in the claims, demands, or obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to herein.

11. Authority. Each party expressly covenants, represents and warrants that it has the authority to enter into this Settlement Agreement, and that each person signing on behalf of Marasco and the City has the requisite power to bind that person, public body or entity.

12. Governing Law. This Settlement Agreement shall be governed by, and construed in accordance with the laws of the State of Florida without regard to the conflict of law rules thereof and shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorney.

13. Severability. Should any provision of this Settlement 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 of this Agreement shall remain in full force and effect.

14. Expenses. Each of the parties shall bear their own costs and expenses incurred or to be incurred in connection with, related to or arising out of this Settlement Agreement, including any transactions contemplated herein.

15. Further Assurances. Each of the parties shall execute and deliver any and all additional paper, documents, and other assurances, and shall take such additional actions as may be necessary in connection with the performance of their obligation hereunder to carry out the intent of the parties with respect to this Settlement Agreement.

16. No Obligation to Third Parties. Except for the parties to this Settlement Agreement and as otherwise provided herein, no person or entity is intended to be a beneficiary of any of its provisions and, accordingly, there shall be no third party beneficiaries of this Agreement.

17. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signature pages shall be acceptable in the absence of the original signature pages.

18. Default. In the event of a default of any of the covenants and conditions set forth herein, any provision as to release of the defaulting party is null and void.

19. Survival of Provisions. All covenants, warranties and representations contained in this Settlement Agreement, and all documents to be delivered by the parties in connection with the consummation of the transaction contained herein, shall survive the consummation of said transaction.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto each have approved and executed this Settlement Agreement on the dates set forth below.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS 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

"MARASCO"

Witnesses:

[Signature]

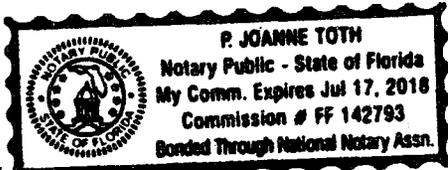
[Signature]

MARK A. MARASCO

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26 day of March, 2015, by MARK A. MARASCO who is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:



P. Joanne Toth

NOTARY PUBLIC, STATE OF FLORIDA
P. Joanne Toth

(Name of Acknowledger Typed, Printed or Stamped)
FF 142793

Commission Number

Witnesses:

[Signature]

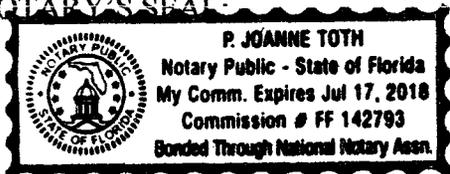
[Signature]

STEPHANIE K. MARASCO

STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 26 day of March, 2015, by STEPHANIE K. MARASCO who is personally known to me or has produced _____ as identification.

NOTARY'S SEAL:



P. Joanne Toth

NOTARY PUBLIC, STATE OF FLORIDA
P. Joanne Toth

(Name of Acknowledger Typed, Printed or Stamped)
FF 142793

Commission Number

L:/foreclosure/marasco/settlement agreement
3/24/15

EXHIBIT A

<u>CASE TYPE/NO.</u>	<u>LIEN AMOUNT</u>
Code Case 13-06000469	\$ 254,200.00
Code Case 12-030100	96,550.00
Code Case 13-060064	<u>18,400.00</u>
TOTAL	\$ 369,150.00

EXHIBIT B

OUT-OF-POCKET COSTS

Filing Fee and Issuance of Two (2) Summons	\$ 929.00
Service of Process	<u>90.00</u>
TOTAL	\$ 1,019.00

CODE ENFORCEMENT LIENS

LIEN AMOUNT

Code Case 13-06000469	\$ 254,200.00
Code Case 12-030100	96,550.00
Code Case 13-060064	<u>18,400.00</u>
TOTAL	\$ 369,150.00

5% of City liens totaling \$369,150	\$18,457.50
Owners' compliance costs	<u>- 15,079.18</u>
	\$ 3,378.32
City's out-of-pocket costs	<u>+ 1,019.00</u>
Settlement Sum	\$ 4,397.32

February 23, 2015

EXHIBIT

RE: 4304 Dover Road
Pompano Beach, FL 33062

Dear Mayor and City commissioners,

I am writing you today regarding fines imposed on my property that accrued last year. The city attorney suggested that I reach out to you. I'm seeking a fine reduction that accrued on my house which were imposed but not life threatening or life safety risks. My home had been misrepresented by a friend of a friend of our family. We had given him an opportunity, due to unfortunate circumstances in his life, a place to stay. He was as a skilled carpenter from the California area looking for work. We gave him the opportunity to maintain the property with skilled work to repair things in and around property in exchange for rent. We did not charge him rent, and unfortunately trusted that he would do right by us and keep up grass maintenance. The other large fine other than the grass over 6 inches in height, was improper address numbers on the house. Due to strong winds or age, they seem to have disappeared from the property without my knowledge.

This upheaval of misfortune came at a very busy time in our lives. My eldest daughter had finished High School and was leaving for College. We wanted to make the most of this summer by doing a family trip not knowing what lied ahead, thinking this could be our last time to spend together. Then with all the commotion of getting her settled and leaving for school, things got busy and time was missed in taking care of other priorities.

Then in late August we were informed my mother in-law was losing her home in California due to an unfortunate mishandling money circumstance. Her only choice was to move in with us. This was extremely difficult and overwhelming for us since she was very bitter and dementia was setting in.

So I hope you might have some understanding and lenience to this very busy time in our life. I'm reaching out to you for a reduced fine and know now how important it is to keep up the property and the overall appearance. We were overwhelmed with responsibilities and misfortune and need this property to financial support our 3 children's education.

I will be reaching out to you in the next few days with a follow up call. Please reach out to me with your concerns. Thank you for your time.

Sincerely,



Stephanie Marasco

561-350-4542

Proposed Settlement Sum \$18,457.50

Owners' Compliance Costs - 15,079.18

\$ 3,378.32

City's Hard Costs + 1,019

\$ 4,397.32

I would be more than willing to pay the city's hard costs. I hope you will please reconsider the proposed settlement sum due to my recent circumstances which I have outlined in my letter dated February 23, 2015.

Fence	\$1,850.00
Repaired side yard gate	\$450.00
Repair large car gate	\$650.00
Soffets - repaired with foamboard	\$1,650.00
Exterior painting & exterior brick repair stucco	\$3,500.00
Demo of side shed	\$350.00
Dump runs	\$150.00
Bee removal	\$400.00
Pool pump & filter	\$399.00
Leak detection	\$275.00
Pressure clean & paint pool, chemicals drained & filled 3x	\$900.00
Kitchen cabinets	X \$2,400.00
Installation granite, cabinets hung & trimmed	X \$3,500.00
Plumbing: disposal, faucets installation	X \$1,300.00
Appliances: stove, dishwasher, microwave oven	X \$1,057.97
Lawn maintenance - trimming of trees on side and back of property 2x	\$800.00
Permitting & Drawings	\$605.18
Driveway repair and stepping stones	\$500.00
Broken window repair (6)	\$150.00
Replaced address numbers	\$50.00
Installation of new electrical panel inside house	X \$6,469.60
FPL installation on panel	X \$668.64
Home Depot & Lowes supplies	\$2,400.00
	<u>\$30,475.39</u>

- 15,396.21
15,079.18

X = items for which owner
didn't receive credit for
compliance costs under
terms of proposed
settlement totaling \$15,396.21

EXHIBIT 4

<u>CASE TYPE/NO.</u>	<u>LIEN AMOUNT</u>
Code Case 13-06000469	\$ 254,200.00
Code Case 12-030100	96,550.00
Code Case 13-060064	<u>18,400.00</u>
TOTAL	\$ 369,150.00



City Attorney's Communication #2015-781

April 1, 2015

TO: Mayor and City Commission
FROM: Fawn Powers, Assistant City Attorney
VIA: Gordon B. Linn, City Attorney
RE: Request execution of Settlement Agreement and Release of Liens to resolve pending City's foreclosure action against 3404 Dover Road (the "Property")

Attached for your review as Exhibit 1 is a proposed Settlement Agreement and Release of Municipal Liens ("Settlement Agreement") which would resolve the City's pending foreclosure action against the subject Property co-owned by Stephanie and Mark Marasco, a married couple. Ms. Marasco's written appeal to you in this matter dated February 24, 2015, is enclosed as Exhibit 2 for your further reference. This matter is scheduled for Commission consideration on April 14, 2015.

In June 2013, in accordance with established procedures, the City's Code Compliance Department forwarded to me the single family rental property located at 3404 Dover Road ("Property") for prioritized enforcement action as the Marascos were not properly maintaining it or responding to the City's inspectors. I filed the subject foreclosure action on October 31, 2013, after the Marascos did not respond to my repeated written requests to contact me so we could work out a mutually acceptable compliance strategy and avoid formal litigation. After the City filed suit, it took the Marascos almost a year to comply fairly routine maintenance and unpermitted work violations which could have been accomplished in 90 days and then another several months for them to provide me the documentation needed to formulate a settlement sum in this matter.

Since the Marascos bought the Property in 1991, the City has had to perform three (3) nuisance abatement actions and also secure it on one occasion. It is located in an upscale neighborhood and has been the subject of numerous complaints from the neighbors over the years due to its deteriorated exterior and public nuisance conditions, including, but not limited to, rotting fascia and peeling/discolored paint on the residence; an overgrown yard with discarded objects strewn about; gravel driveway in poor condition; tenants living at the Property without water service; bee hives and a mosquito-breeding stagnant pool.

The Marascos submitted the attached list (Exhibit 3) along with receipts to document their compliance costs, all of which were reviewed and approved for accuracy by Building and Code Compliance staff. However, as indicated by my handwritten notes on Exhibit 3, City staff are not agreeable to providing the Marascos credit for monies they spent for those six capital improvements marked with an "x" nor particularly sympathetic to the fact that it took them three (3) years to resolve relatively routine violations.

Although the City usually settles the foreclosure cases I litigate for ten percent of the total fine (minus credit to owner for compliance costs) plus reimbursement of the City's out-of-pocket costs (e.g. prior nuisance abatement, securing or demolition costs, filing fees, etc...), as set forth below, the proposed settlement sum of \$4,397.32 releases the City's Code liens totaling \$369,150.00 (Exhibit 4) for almost one fifth of what the City traditionally accepts.

Proposed 5% Settlement Sum	\$18,457.50	Traditional 10% Settlement Sum	\$36,915.00
Owners' Compliance Costs	<u>-15,079.18</u>	Owners' Compliance Costs	<u>-15,079.18</u>
	\$ 3,378.32		\$21,835.82
City's Out-of-pocket costs	<u>+1,019.00</u>	City's Out-of-pocket costs	<u>+1,019.00</u>
	\$ 4,397.32		\$22,854.82

Meeting Date: 4/14/15

Agenda Item 23

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approve ranking order for RLI E-09-15 Design and Development Services for the
McNab Road Bridge Replacement, and authorize staff to negotiate a contract with the
highest ranked firm, Lakdas/Yohalem Engineering (no cost at this time).

Summary of Purpose and Why:

A Request for Letters of Interest (RLI), E-09-15 was issued to obtain responses from firms to provide Design and Development Services for the McNab Road Bridge Replacement. 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, Lakdas/Yohalem Engineering. Further authorization is requested to continue with the succeeding ranked firms should an impasse occur in the negotiations with the recommended firm.

- (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>4/11/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>4/11/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>4/2/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>4-3-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #15-061
April 1, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director
From: Jeffrey English, Purchasing Agent
Subject: Background for E-09-15, Design and Development Services for the McNab Road Bridge Replacement

Contract Need/Background

A Request for Letters of Interest (RLI), E-09-15 was issued to select a firm to provide site development and design services for the McNab Road bridge replacement. 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 solicited71
Number of firms with responsive proposals3

Advertising

The RLI was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The RLI 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 January 20th (in a public meeting) to review and evaluate the responses. Before responses were scored, the Committee decided that oral presentations would be required from 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 Lakdas/Yohalem, with additional authorization to negotiate with succeeding ranked firms should an impasse occur in the negotiations with the recommended firm.

enclosures
cc: file

**MINUTES
PRESENTATION / EVALUATION COMMITTEE
RLI #E-09-15
DESIGN AND DEVELOPMENT SERVICES FOR THE MCNAB ROAD BRIDGE
REPLACEMENT**

**Purchasing Conference Room
1:30 p.m. 03/31/15**

The following members of the committee were present:

Alessandra Delfico, City Engineer
Tammy Good, Civil Engineer II
Robert McCaughan, Public Works Director
John Sfiropoulos, Civil Engineer III
Clayton Young, Civil Engineer II
Also in attendance: Jeff English, Purchasing Agent

This meeting was held for presentations from the three firms that had been selected by the Committee at the meeting held on January 20. This meeting was exempt from public meeting requirements in accordance with Florida Statute 286.0113 (2) (b) 1 and 2.

The schedule of presentations was:

1:30 p.m. Lakdas/Yohalem Engineering
2:20 p.m. Metric Engineering Inc.
3:10 p.m. Kimley-Horn

Each firm was given twenty minutes for their presentation, with a fifteen-minute question-and-answer period immediately following. During their presentations, the firms discussed their capabilities, experience, and approach to the project. 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 RLI, with the following results:

1	Lakdas/Yohalem Engineering	440 points
2	Kimley-Horn	413 points
3	Metric Engineering.....	393 points

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 Lakdas/Yohalem Engineering, the highest-ranked firm, with an additional authorization to negotiate with succeeding ranked firms should an impasse occur in the negotiations with the recommended firm.

The meeting adjourned at approximately 4:04 p.m.

	Total Potential Points	Kimley-Horn	Lakdas Yohalem Engineering	Metric Engineering
Committee Member	Potential Points			
<u>Alessandra Delfico</u>				
Prior Experience	0-30	27	28	26
Qualifications of Personnel	0-20	17	18	17
Proximity of the Nearest Office	0-10	10	10	10
Technical Approach	0-30	26	27	25
Certified Minority Business Enterprise	0-10	2	5	3
	Total =	82	88	81

Committee Member	Potential Points			
<u>Tammy Good</u>				
Prior Experience	0-30	28	28	28
Qualifications of Personnel	0-20	20	20	20
Proximity of the Nearest Office	0-10	10	10	10
Technical Approach	0-30	27	28	25
Certified Minority Business Enterprise	0-10	2	5	3
	Total =	87	91	86

	Total Potential Points	Kimley-Horn	Lakdas Yohalem Engineering	Metric Engineering
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Committee Member	Potential Points			
<u>Robert McCaughan</u>				
Prior Experience	0-30	25	28	24
Qualifications of Personnel	0-20	18	18	15
Proximity of the Nearest Office	0-10	10	10	10
Technical Approach	0-30	25	28	24
Certified Minority Business Enterprise	0-10	2	5	3
	Total =	80	89	76

Committee Member	Potential Points			
<u>John Sfiropoulos</u>				
Prior Experience	0-30	28	29	28
Qualifications of Personnel	0-20	18	19	18
Proximity of the Nearest Office	0-10	6	8	8
Technical Approach	0-30	26	20	26
Certified Minority Business Enterprise	0-10	2	5	3
	Total =	80	81	83

	Total Potential Points	Kimley-Horn	Lakdas Yohalem Engineering	Metric Engineering
Committee Member	Potential Points			
Clayton Young				
Prior Experience	0-30	28	28	26
Qualifications of Personnel	0-20	20	20	19
Proximity of the Nearest Office	0-10	6	10	4
Technical Approach	0-30	28	28	15
Certified Minority Business Enterprise	0-10	2	5	3
	Total =	84	91	67

Committee Members (Average)	Potential Points			
Prior Experience	0-30	27	28	26
Qualifications of Personnel	0-20	19	19	18
Proximity of the Nearest Office	0-10	8	10	8
Technical Approach	0-30	26	26	23
Certified Minority Business Enterprise	0-10	2	5	3
	Average Score =	83	88	79

	Total Potential Points	Kimley-Horn	Lakdas Yohalem Engineering	Metric Engineering
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Committee Members (Total)	Potential Points			
Prior Experience	0-150	136	141	132
Qualifications of Personnel	0-100	93	95	89
Proximity of the Nearest Office	0-50	42	48	42
Technical Approach	0-150	132	131	115
Certified Minority Business Enterprise	0-50	10	25	15
	Grand Total=	413	440	393

EVALUATION CRITERIA

RLI E-09-15 –Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: Kimely Horn

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>21</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>17</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
3	a. Location	0-10	<u>10</u>
	b. Number of staff at the nearest office		
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>26</u>
	c. 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	<u>2</u>
	Total	0-100	<u>82</u>

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

Okay proposal

Alessandra Delico 3-31-15
Signature of Evaluator Date

Alessandra Delico
Printed Name

EVALUATION CRITERIA

RLI E-09-15 –Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: LaKdas

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
1	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	0-30	<u>28</u>
	Qualifications of personnel including sub consultants:		
2	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	0-20	<u>18</u>
	Proximity of the nearest office to the project location:		
3	a. Location b. Number of staff at the nearest office	0-10	<u>10</u>
	Technical approach to perform the tasks described in the Scope of Services:		
4	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments. b. Consideration of services provided and the approach to meeting these goals. c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-30	<u>27</u>
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	<u>5</u>
	Total	0-100	<u>88</u>

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

Good presentation & proposal

Almond Day 3-31-15 Alessandra Delico
Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: Metric

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>24</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>17</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
	a. Location		
3	b. Number of staff at the nearest office	0-10	<u>10</u>
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>25</u>
	c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control		
	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)		
5		0-10	<u>3</u>
	Total	0-100	<u>81</u>

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

Not very strong architectural component

Alessandra Dubico
Signature of Evaluator

3-31-15
Date

Alessandra Dubico
Printed Name

EVALUATION CRITERIA

RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: Kinley Horn

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
1	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	0-30	<u>28</u>
	Qualifications of personnel including sub consultants:		
2	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	0-20	<u>20</u>
	Proximity of the nearest office to the project location:		
3	a. Location b. Number of staff at the nearest office	0-10	<u>10</u>
	Technical approach to perform the tasks described in the Scope of Services:		
4	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments. b. Consideration of services provided and the approach to meeting these goals. c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-30	<u>27</u>
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	<u>2</u>
	Total	0-100	<u>87</u>

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

very lengthy design duration
liked architectural themes
5-span
extensive city experience -

Tammy Good 3/31/15
 Signature of Evaluator Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA

RLI E-09-15 --Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: LYE

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>28</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>20</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
3	a. Location	0-10	<u>10</u>
	b. Number of staff at the nearest office		
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>28</u>
	c. 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	<u>5</u>
	Total	0-100	<u>91</u>

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

Lackluster on architectural theme
3-span - seems cost effective & shorten const. duration
extensive city experience

Tammy Good
 Signature of Evaluator

3/31/15
 Date

TAMMY GOOD
 Printed Name

EVALUATION CRITERIA

RLI E-09-15 –Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: Metric Engineering

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>28</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>20</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
3	a. Location	0-10	<u>10</u>
	b. Number of staff at the nearest office		
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>25</u>
	c. 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	<u>3</u>
	Total	0-100	<u>86</u>

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

limited info on adjacent drive's

5-span

Not No relationship prior w/ Architect team

Tammy Good
Signature of Evaluator

3/31/15
Date

Tammy Good
Printed Name

EVALUATION CRITERIA

RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: Kimley HORN

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
1	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	0-30	<u>25</u>
	Qualifications of personnel including sub consultants:		
2	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	0-20	<u>18</u>
	Proximity of the nearest office to the project location:		
3	a. Location b. Number of staff at the nearest office	0-10	<u>10</u>
	Technical approach to perform the tasks described in the Scope of Services:		
4	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments. b. Consideration of services provided and the approach to meeting these goals. c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-30	<u>25</u>
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	<u>2</u>
	Total	0-100	<u>80</u>

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

Nice Conceptuals for Bridge Architecture
Proposed widening bridge - allow more space for ped/Bike
separation

Robert A McCallahan 3/31/15 Robert A McCallahan
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: LAKDAS

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
1	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	0-30	<u>28</u>
	Qualifications of personnel including sub consultants:		
2	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	0-20	<u>18</u>
	Proximity of the nearest office to the project location:		
3	a. Location b. Number of staff at the nearest office	0-10	<u>10</u>
	Technical approach to perform the tasks described in the Scope of Services:		
4	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments. b. Consideration of services provided and the approach to meeting these goals. c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-30	<u>28</u>
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	<u>5</u>
	Total	0-100	<u>89</u>

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

3 SPAN CONCEPT Good - Reduce # Pilings
Nice Bulbout for Pedestrian overlook
Pedestrian / Bikes Separated by Railing
Need to Add some Architectural Enhancements

Robert McK...
 Signature of Evaluator Date

Robert A McCaughan
 Printed Name

VENDOR NAME: METRIC

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>24</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>15</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
3	a. Location	0-10	<u>10</u>
	b. Number of staff at the nearest office		
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>24</u>
	c. 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	<u>3</u>
	Total	0-100	<u>76</u>

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

Good Structural proposal

Lacked "Team Experience" among subcontractors

Robert A. McCaughy
Signature of Evaluator

3/31/15
Date

Robert A. McCaughy
Printed Name

EVALUATION CRITERIA

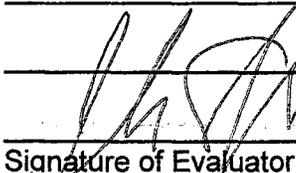
RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: KIMLEY-HORN

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>28</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>18</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
3	a. Location <u>WPB</u>	0-10	<u>6</u>
	b. Number of staff at the nearest office		
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>26</u>
	c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control		
	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	<u>2</u>
5		0-100	<u>80</u>
	Total		

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

GREAT ARCHITECTURAL ELEMENT ALTERNATIVES, PHASED
CONSTRUCTION, DISCUSSED REHAB OF HEADWALLS,
PRECON SURVEY & ENV. ASSESSMENTS,


 Signature of Evaluator

3/31/15
~~4/20/15~~
 Date

JOHN SFIROPOULOS
 Printed Name

EVALUATION CRITERIA

RLI E-09-15 –Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: LAKDAS/YOHALEM

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
1	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	0-30	20 29
	Qualifications of personnel including sub consultants:		
2	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	0-20	15 19
	Proximity of the nearest office to the project location:		
3	a. Location <i>N. Ft.</i> b. Number of staff at the nearest office	0-10	<u>8</u>
	Technical approach to perform the tasks described in the Scope of Services:		
4	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments. b. Consideration of services provided and the approach to meeting these goals. c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-30	<u>20</u>
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	<u>5</u>
	Total	0-100	<u>81</u>

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

EXPERIENCED IN REHABBING TWICE, UTILITIES HIDDEN
BEHIND CURTAIN WALL, DID NOT ELABORATE ON
ARCHITECTURAL ELEMENTS.

Signature of Evaluator: [Signature] Date: 3/31/15 Printed Name: JOHN SFIROPOULOS

EVALUATION CRITERIA

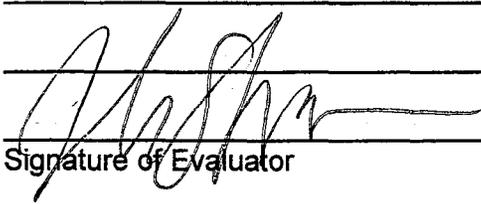
RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: METRIC ENGINEERING

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
1	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	0-30	<u>28</u>
	Qualifications of personnel including sub consultants:		
2	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	0-20	<u>18</u>
	Proximity of the nearest office to the project location:		
3	a. Location MILAUB. b. Number of staff at the nearest office	0-10	<u>8</u>
	Technical approach to perform the tasks described in the Scope of Services:		
4	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments. b. Consideration of services provided and the approach to meeting these goals. c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control	0-30	<u>26</u>
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	<u>3</u>
	Total	0-100	<u>83</u>

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

GREAT PRESENTATION, PROVIDED COST-ESTIMATES,
DISCUSSED PUBLIC PRESENTATIONS, TRAFFIC ANALYSIS
MATRIX WAS INFORMATIVE.

 3/31/15 JOHN SFIROPOULOS
 Signature of Evaluator Date Printed Name

EVALUATION CRITERIA

RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: KIMLEY HORN

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>28</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>20</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
3	a. Location	0-10	<u>8</u>
	b. Number of staff at the nearest office		
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>28</u>
	c. 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	<u>2</u>
	Total	0-100	<u>84</u>

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

CONCEPTUAL ARCHITECTURE GOOD HOWEVER THE
TEAM DID NOT TIE IT DOWN TO ONE DEFINITIVE
CONCEPT

[Signature]
 Signature of Evaluator

3/31/15
 Date

CLAYTON YOUNG
 Printed Name

EVALUATION CRITERIA

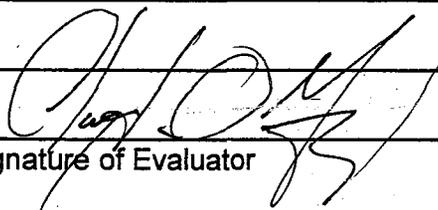
RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: LAKDAS YONALUM

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>28</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>20</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
3	a. Location	0-10	<u>10</u>
	b. Number of staff at the nearest office		
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>28</u>
	c. 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	<u>5</u>
	Total	0-100	<u>91</u>

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

LIKE THE REDUCTION TO 3 SPANS
~~COULD YOU~~ RECOMMEND THE USE OF AN ARCHITECT
BET DESIGN CONCEPTS ARE GOOD



Signature of Evaluator

Date

3/31/15

CHRISTON YOUNG

Printed Name

EVALUATION CRITERIA

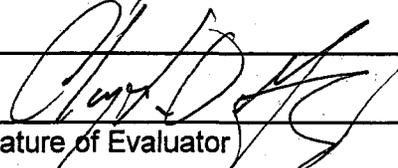
RLI E-09-15 -Development and Design Service for the McNab Road Bridge Replacement

VENDOR NAME: METRAK

	<u>Criteria</u>	<u>Point Range</u>	<u>Score</u>
	Prior experience of the firm with projects of similar size and complexity:		
	a. Number of similar projects		
	b. Complexity of similar projects		
1	c. References from past projects performed by the firm	0-30	<u>26</u>
	d. Previous projects performed for the City		
	e. Litigation within the past 5 years arising out of firm's performance		
	Qualifications of personnel including sub consultants:		
	a. Organizational chart for project		
	b. Number of technical staff		
2	c. Qualifications of technical staff:	0-20	<u>19</u>
	(1) Number of licensed staff		
	(2) Education of staff		
	(3) Experience of staff on similar projects		
	Proximity of the nearest office to the project location:		
	a. Location		
3	b. Number of staff at the nearest office	0-10	<u>4</u>
	Technical approach to perform the tasks described in the Scope of Services:		
	a. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.		
4	b. Consideration of services provided and the approach to meeting these goals.	0-30	<u>15</u>
	c. Effectiveness of the technical approach to complete each phase of the project, maintain time schedules and cost control		
	Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (include sub-consultants)		
5		0-10	<u>3</u>
	Total	0-100	<u>67</u>

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

DID NOT SATISFY IN TERMS OF THE AESTHETIC TREATMENTS
HOWEVER SEEM TECHNICALLY SOUND BUT DID NOT
ADDRESS SOME KEY ELEMENTS THAT WILL
AFFECT THE DESIGN


 Signature of Evaluator

3/31/15
 Date

CLAYTON YOUNG
 Printed Name

CITY OF POMPANO BEACH RESPONSES

R.L.I E-09-15

Design Development Services For
The McNab Road Bridge Replacement

JANUARY 07, 2015

<u>Company Responding:</u>	<u>Address</u>	<u>City, State, Zip</u>
Metric Engineering Inc	3601 W. Commercial Blvd - Suite 16	North Lauderdale, FL 33069
Lakdas/Yohalem Engineering Inc	2211 NE 54th Street	Ft. Lauderdale, FL 33308
Kimley-Horn	1920 Wekiva Way - Suite 200	West Palm Beach, FL 33411



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-09-15**

**DESIGN AND DEVELOPMENT SERVICES FOR THE
MCNAB ROAD BRIDGE REPLACEMENT**

**RLI OPENING: January 7, 2015, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

December 2, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST (RLI)
E-09-15
DESIGN AND DEVELOPMENT SERVICES FOR THE MCNAB ROAD BRIDGE
REPLACEMENT

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites professional engineering firms with architectural, landscape architecture, land surveying-mapping associations to submit Letters of Interest, qualifications and experience for consideration to provide Design and Development services to the City for the replacement of the McNab Road Bridge.

The City will receive sealed proposals until 2:00 p.m. (local), January 7, 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 McNab Road Bridge built in 1959 is a two lane Bridge structure built over 5 spans which carries the McNab Road connecting Cypress Road to the West with Federal Highway (US1) to the East, is located 0.8 miles west of Federal Highway and carries both vehicular and pedestrian traffic.

The structure has undergone various repair cycles anywhere from Pile Jacketing to deck repairs over the years, the most recent being in 2007

The most recent Bridge Inspection Reports are included herein, documenting the results of inspections conducted by Kissinger Campo & Associates Corp through the Florida Department of Transportation's Bridge Management System. This bridge has been designated as a functionally obsolete structure. There are posted weight restrictions for the bridge.

1. Scope Of Services

The City intends to issue a single contract to an engineering firm, with architectural, landscape architecture, land surveying-mapping associations, to provide professional consulting services to the City for the design of the new Bridge.

The scope of services may include, but is not limited, to the following:

- a. Survey of the complete ROW within 500 ft. east and west of the existing Bridge structure.
- b. Prepare three Preliminary Conceptual Renderings outlining distinctly different aesthetic architectural design concepts to the structure and preliminary cost estimates.
- c. Conduct presentations to elected officials, staff, and the public.

- d. Prepare all required bidding and construction documents for the project. This will include preparing surveys, all architectural and engineering designs, construction plans, any supplementary contract requirements, technical specifications and cost estimates. Strong emphasis will be placed on the Architectural elements of the design.
- e. Attendance at City Commission Workshops and meetings, Pre-bid and bid award meetings will be required.
- f. Coordinate processing the project through all required governmental and quasi-governmental agencies, City Departments and other appropriate review boards.
- g. Prepare and process all required permit application and submittal packages as required for permit issuance of all agency permits (i.e. State, County, and City)
- h. Attend pre-bid meeting, respond to questions and prepare possible bid addendums for project revisions.
- i. Assist the City in making bid award recommendations for contracting/ construction services.
- j. Provide Construction Engineering Inspection/ Management Services. Services during construction will include weekly inspections, responding to contractor requests for information and reviewing contractor payment applications.
- k. Provide project closeout services. This may include preliminary and final acceptance of the project' preparation and approval of punch list items and project certification as required by all permitting agencies.

2. Tasks/Deliverables:

- a. Route Survey
- b. Produce schematic design based on the recommended alternative
- c. Design and Permit the recommended alternative
- d. Perform bidding and construction related services

3. Small Business Enterprise Program

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

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

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

The City has set a 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 response of participation or non-participation in order to be considered responsive for evaluation purposes.

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

4. Local Business Program

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

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

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

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

5. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound proposal and six (6) 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:

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.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past five (5) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

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.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
-------------------	--------------------	-----------

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

* Policy to be written on a claims incurred basis

XX	comprehensive form	
XX	premises - operations	bodily injury
XX	explosion & collapse hazard	property damage
XX	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

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

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

REAL & PERSONAL PROPERTY

XX comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

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

XX **PROFESSIONAL LIABILITY** \$2,000,000. \$2,000,000.
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, 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. Design and Aesthetics will be considered in the geometry, economy and appropriateness of structure type, structure finishes-shapes, proportion and form. Architectural treatments such as tiles, colors, emblems, etc. will not be considered as primary aesthetic treatments.	
b. Consideration of services provided and the approach to meeting these goals.	
c. 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
Total	0-100

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

within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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 RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

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

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of

the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this 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

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RLI 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 RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI 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 RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

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,

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.

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 RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

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

22. Questions and Communication

All questions regarding the 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. 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.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

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	_____	_____
	_____	_____

(use attachments if necessary)

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

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

- ___ Did not bid in response to the invitation
- ___ Submitted a bid that was not the low responsible bid
- ___ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- ___ Did not bid in response to the invitation
- ___ Submitted a bid which was not the low responsible bid
- ___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

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: _____

EXHIBIT I

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI # _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.) You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?

STATEMENT OF NO RESPONSE
E-09-15
DESIGN AND DEVELOPMENT SERVICES FOR THE MCNAB ROAD BRIDGE
REPLACEMENT

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

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

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

REQUESTED COMMISSION ACTION:

X Consent Ordinance X Resolution Consideration/ Discussion Presentation

SHORT TITLE A resolution of the City of Pompano Beach approving and authorizing city staff to expend up to \$10,000 in city funds to purchase at tax deed sale the vacant real property identified by folio number 4843 07 04 0030 which is located contiguous to the northeast corner of Highlands Park.

Fiscal Impact: \$10,000 – Non-department Land Acquisition Account – 001-9910-599-61-00

Summary of Purpose and Why:

This request is for the City Commission to provide approval for city staff from the Parks, Recreation and Cultural Arts Department to bid up to \$10,000 at the upcoming Tax Deed Sale of the subject property located contiguous to the city's existing Highlands Park property. Unless the back taxes totaling approximately \$3,500 are timely paid, the property is scheduled to go to public auction on April 15, 2015.



The purchase of this Property comports with the Parks, Recreation and Cultural Arts Departments Strategic Plan Superior Capacity: Goal 5.0: Improve neighborhoods, Initiative: 6.4: Ensure capacity for growths in 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: \$10,000 to acquire vacant property located contiguous to Highlands Park property. Non-department Land Acquisition Account 001-9910-599-61-00

DEPARTMENTAL COORDINATION DATE DEPARTMENTAL RECOMMENDATION DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation 4-2-15
City Attorney 4/3/15 Approve Mark Beaudreau

X City Manager

ACTION TAKEN BY COMMISSION:

Table with columns: Ordinance, Resolution, Consideration, 1st Reading, 2nd Reading, Results.

Memorandum 14-A068

DATE: April 1, 2015

TO: Dennis Beach, City Manager

FROM: Mark Beaudreau, Recreation Programs Administrator

SUBJECT: Request Approval For City Staff To Bid Up To \$10,000 To Acquire The Vacant Property Located at 1560 NE 50 Court, Pompano Beach

This requests Commission approval for Parks staff to bid up to \$ 10,000 at the upcoming Tax Deed Sale of the subject Property located contiguous to the City's existing Highlands Park property as depicted on Exhibit 1. Unless the back taxes totaling approximately \$3,500 are timely paid, the Property is scheduled to go to public auction on April 15, 2015, as set forth in Exhibit 2.

The Broward County Property Appraiser indicates the current value of the Property is \$1,090 (Exhibit 3). In addition, the City Attorney's Office has reviewed the Title Report on the Property and confirmed that, other than the unpaid real property taxes; there are no other encumbrances against it.

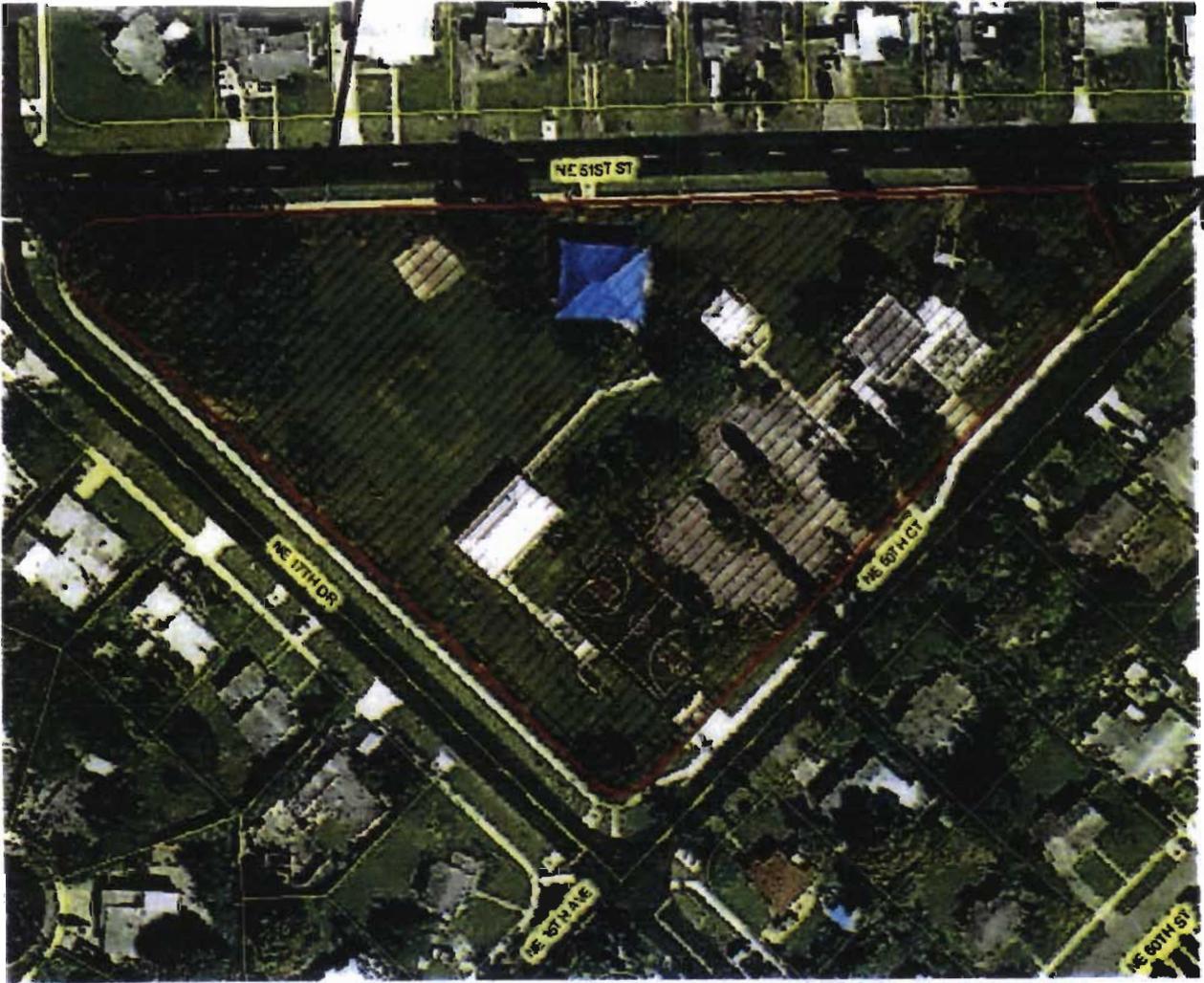
In order to procure the Property at the upcoming public auction, the City would need to be the highest bidder and expend at least the opening bid price of approximately \$3,500. Although the purchase price could escalate if there are other bidders, there is a good chance there will not be any other bidders since the Property is unbuildable and of minimal value (except to the City).

The purchase of this Property comports with the Parks, Recreation and Cultural Arts Departments Strategic Plan Superior Capacity: Goal 5.0: Improve neighborhoods, Initiative: 6.4, Ensure capacity for growths in parks.

MB/afh

Exhibit 1

Highlands Park (property inside red line)



— Tax Deed parcel is located on NE boundary of Highlands Park

Exhibit 2

FROM THE COUNTY ADMINISTRATOR, BROWARD COUNTY, FORT LAUDERDALE, FLORIDA

DATE: MARCH 2, 2015

PROPERTY ID # 484307-04-0030 (TD #25968)

WARNING

PROPERTY IN WHICH YOU ARE INTERESTED IS LISTED IN THE ENCLOSED NOTICE

TD 25968 APRIL 2015 WARNING
CITY OF POMPANO BEACH
100 WEST ATLANTIC BLVD
POMPANO BEACH FL 33060

AS PER FLORIDA STATUTES 197.542, THE PROPERTY AT NE 50 COURT, POMPANO BEACH, FL 33064 IS BEING SCHEDULED FOR TAX DEED AUCTION. ONCE THE PROPERTY IS SOLD IT CAN NOT BE REDEEMED. OTHER TAX YEARS MAY BE OWED BUT NOT INCLUDED IN THE AMOUNT BELOW PLEASE CALL FOR MORE INFORMATION.

FLA. STATUTES REQUIRE US TO NOTIFY ALL PROPERTY OWNERS WHO LIVE AROUND THE PROPERTY THAT'S GOING UP FOR SALE. IF YOU DO NOT OWN OR HAVE LEGAL INTEREST IN THIS PROPERTY, PLEASE DISREGARD THIS LETTER.

PAYMENT MUST BE MADE IN CASH, MONEY ORDER OR CASHIER'S CHECK; PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTED.

AMOUNT NECESSARY TO REDEEM: (See amount below)

MAKE CHECKS PAYABLE TO: BOARD OF COUNTY COMMISSIONERS or BOCC

* Amount due if paid by MARCH 31, 2015\$ 3,229.51

Or

* Amount due if paid by APRIL 14, 2015\$ 3,257.75

* If you do not forward payment before the date(s) listed above please contact our office at (954) 357-5374 for the new amount due.

THERE ARE UNPAID TAXES ON THIS PROPERTY AND WILL BE SOLD AT PUBLIC AUCTION ON APRIL 15, 2015 UNLESS THE BACK TAXES ARE PAID.

TO MAKE PAYMENT, OR TO RECEIVE FURTHER INFORMATION, CONTACT THE RECORD, TAXES & TREASURY DIVISION, TAX DEED SECTION, 115 S. ANDREWS AVENUE ROOM #A-100, FORT LAUDERDALE, FLORIDA 33301-1895. PHONE: (954) 357-5374

FOR TAX DEEDS PROCESS AND AUCTION RULES, PLEASE VISIT
www.broward.org/recordstaxestreasury

**Board of County Commissioners, Broward County, Florida
Finance and Administrative Services Department
RECORDS, TAXES & TREASURY**

NOTICE OF APPLICATION FOR TAX DEED NUMBER 25968

NOTICE is hereby given that the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the name in which it was assessed are as follows:

Property ID: 484307-04-0030
Certificate Number: 11102
Date of Issuance: 06/01/2005
Certificate Holder: BROWARD COUNTY
Description of Property: POMPANO BEACH HIGHLANDS 2ND SEC
36-21 B
PT TR C DESC AS BEG AT PT WHERE
See Additional Legal on Tax Roll

Name in which assessed: POMPANO BEACH HIGHLANDS INC % GENERAL DEVELOPMENT CORP
Legal Titleholders: POMPANO BEACH HIGHLANDS INC
% GENERAL DEVELOPMENT CORP
3350 NW 107 AVE
MIAMI, FL 33172

All of said property being in the County of Broward, State of Florida.

Unless such certificate shall be redeemed according to law the property described in such certificate will be sold to the highest bidder on the 15th day of April, 2015 at 10:00 AM at:

The Governmental Center
115 S. Andrews Avenue, Room 422
Fort Lauderdale, Florida

Dated this 12th day of March, 2015.

Bertha Henry
County Administrator
RECORDS, TAXES, AND TREASURY DIVISION

By: 

Dana F. Buker
Deputy

This Tax Deed is Subject to All Existing Public Purpose Utility and Government Easements. The successful bidder is responsible to pay any outstanding taxes.

Publish: DAILY BUSINESS REVIEW
Issues: 03/12/2015, 03/19/2015, 03/26/2015 & 04/02/2015
Minimum Bid: 3444.90



Exhibit 3

Site Address	NE 50 COURT, POMPANO BEACH	ID #	4843 07 04 0030
Property Owner	POMPANO BEACH HIGHLANDS INC % GENERAL DEVELOPMENT CORP	Millage	1511
Mailing Address	3350 NW 107 AVE MIAMI FL 33172	Use	09

Abbreviated Legal Description	POMPANO BEACH HIGHLANDS 2ND SEC 36-21 B PT TR C DESC AS BEG AT PT WHERE N/L TR C EXTENDED E INTERSECTS THE SE/L TR C EXTENDED NE FOR POB, SW ALG SE/L 75, NW TO N/L TO A PT 75 W OF POB, E 75 TO POB
--------------------------------------	--

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

Property Assessment Values					
Click here to see 2014 Exemptions and Taxable Values as reflected on the Nov. 1, 2014 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2015	\$10		\$10	\$10	
2014	\$1,090		\$1,090	\$1,090	\$22.89
2013	\$1,090		\$1,090	\$1,090	\$23.26

IMPORTANT: The 2015 values currently shown are "roll over" values from 2014. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2015, to see the actual proposed 2015 assessments and portability values.

2015 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$10	\$10	\$10	\$10
Portability	0	0	0	0
Assessed/SOH	\$10	\$10	\$10	\$10
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 20	\$10	\$10	\$10	\$10
Taxable	0	0	0	0

Sales History			
Date	Type	Price	Book/Page or CIN
5/8/1963	WD*	\$100	2593 / 543

Land Calculations		
Price	Factor	Type
\$10	0.05	AC
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc



RECORDS, TAXES AND TREASURY

[Records, Taxes & Treasury Div. Home](#) [Search](#) [Reports](#) [Shopping Cart](#)

ATTENTION TAXPAYERS: Please be advised of the **NON-REFUNDABLE** processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged (\$2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of \$3.95 per transaction **if you select 'Debit Card'**. Thank you.

2014 Tax Bills will be mailed November 1, 2014. 2014 tax bills may be viewed, printed, and paid online as of November 1, 2014.

The balance of delinquent 2013 tax accounts that went to Tax Certificates Auction in May, 2014 have been updated with the additional statutory costs related to the auction. These accounts can now be paid (only in full) online with qualifying credit card (please be aware of non-refundable processing fees), by mail with a cashier's check or money order, or at the Tax Collector's Office with a cashier's check, money order, or qualifying credit card (please be aware of non-refundable processing fees). Thank you.

Bill History — Real Estate Account At NE 50 CT

Real Estate Account #484307-04-0030

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

Amounts as of 04/01/2015

		Account Balance: \$3,444.90	
		Payable Online: \$187.15	
Bill	Balance	Not Payable Online: \$3,257.75	
2014 Annual Bill	\$40.58	Pay this bill: \$40.58	
2013 Annual Bill	\$44.80	Pay this bill: \$44.80	
2012 Annual Bill	\$49.04	Pay this bill: \$49.04	
2011 Annual Bill	\$52.73	Pay this bill: \$52.73	
2010 Annual Bill	Tax Deed (see 2004)		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
		04/04/2011	Deed applied
2009 Annual Bill	Tax Deed (see 2004)		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
		04/04/2011	Deed applied
2008 Annual Bill	Tax Deed (see 2004)		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
Total Balance	\$3,444.90	Account Balance: \$3,444.90	
		Payable Online: \$187.15	
		Not Payable Online: \$3,257.75	

		Account Balance: \$3,444.90	
		Payable Online: \$187.15	
Bill	Balance	Not Payable Online: \$3,257.75	
		04/04/2011	Deed applied
2007 Annual Bill	Tax Deed (see 2004)		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
		04/04/2011	Deed applied
2006 Annual Bill	Tax Deed (see 2004)		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
		04/04/2011	Deed applied
2005 Annual Bill	Tax Deed (see 2004)		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
		04/04/2011	Deed applied
2004 Annual Bill	\$3,257.75		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
		04/04/2011	Deed applied
2003 Annual Bill	Tax Deed (see 2004)		
Tax Deed Application #25968		04/15/2015	Deed sale
		04/08/2011	Deed certified
		04/04/2011	Deed applied
2002 Annual Bill	\$0.00		
Expired certificate #19395	Face \$126.76	06/01/2003	Certificate issued
	Rate 18%	05/01/2003	Advertisement file created
2001 Annual Bill	\$0.00		
2000 Annual Bill	\$0.00		
Expired certificate #13442	Face \$138.13	06/01/2001	Certificate issued
	Rate 18%	05/01/2001	Advertisement file created
1999 Annual Bill	\$0.00		
Expired certificate #12597	Face \$119.14	06/01/2000	Certificate issued
	Rate 18%	05/01/2000	Advertisement file created
1998 Annual Bill	\$0.00		
Expired certificate #11885	Face \$120.56	06/01/1999	Certificate issued
	Rate 18%	05/01/1999	Advertisement file created
1997 Annual Bill	\$0.00		
Expired certificate #10560	Face \$126.55	06/01/1998	Certificate issued
	Rate 18%		
Total Balance	\$3,444.90	Account Balance: \$3,444.90	
		Payable Online: \$187.15	
		Not Payable Online: \$3,257.75	

	Account Balance: \$3,444.90
	Payable Online: \$187.15
Bill	Balance Not Payable Online: \$3,257.75
	05/01/1998 Advertisement file created
Total Balance	\$3,444.90 Account Balance: \$3,444.90
	Payable Online: \$187.15
	Not Payable Online: \$3,257.75

Amounts as of 04/01/2015



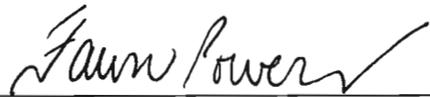
City Attorney's Communication #2015-794
April 1, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
FROM: Fawn Powers, Assistant City Attorney
RE: Resolution –Approval To Purchase Property at Tax Deed Sale

As requested, 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 TO EXPEND UP TO \$10,000.00 IN CITY FUNDS TO PURCHASE AT TAX DEED SALE THE VACANT REAL PROPERTY IDENTIFIED BY FOLIO NO. 4843 07 04 0030 WHICH IS LOCATED CONTIGUOUS TO THE NORTHEAST CORNER OF HIGHLANDS PARK; PROVIDING AN EFFECTIVE DATE.

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



FAWN POWERS

/ds
l:cor/regr/2015-794f
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 TO EXPEND UP TO \$10,000.00 IN CITY FUNDS TO PURCHASE AT TAX DEED SALE THE VACANT REAL PROPERTY IDENTIFIED BY FOLIO NO. 4843 07 04 0030 WHICH IS LOCATED CONTIGUOUS TO THE NORTHEAST CORNER OF HIGHLANDS PARK; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That City staff is hereby authorized to expend up to \$10,000 in City funds to purchase at Tax Deed Sale the vacant real property identified by Folio No. 4843 07 04 0030 which is located contiguous to the northeast corner of Highlands Park.

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
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

October 1, 2014 Actuarial Report

**For the Fiscal and Plan Year
October 1, 2015 through
September 30, 2016**

Prepared by:

**THE NYHART COMPANY, INC.
2000 RiverEdge Parkway / Suite 900
Atlanta, GA 30328
(770) 933-1933**

February 26, 2015

February 26, 2015

(Via Courier)

Board of Trustees
Pompano Beach Police and Firefighters' Retirement System
c/o Glenda Rowley, CEBS
Executive Director
2335 E. Atlantic Blvd., Suite 400
Pompano Beach, FL 33062

October 1, 2014 Actuarial Report

Dear Board Members:

It is a pleasure to enclose our report on the actuarial valuation of the Pompano Beach Police and Firefighters' Retirement System as of October 1, 2014, for the fiscal year beginning October 1, 2015.

The report includes:

- Gain/Loss Analysis for the period October 1, 2013 through September 30, 2014;
- Cost Calculation Results;
- Asset Summary;
- Hypothetical Asset Allocation and Separate Police and Fire Costs;

The dollar-weighted net rate of return on market value of assets for the year ending September 30, 2014 was 10.0%; the rate of return on actuarial asset value was 9.6%. As of October 1, 2014 the Actuarial Asset Value was 93% of market value, as compared to 94% at October 1, 2013. The average net market rate of return has been 8.6% for the past 38 years.

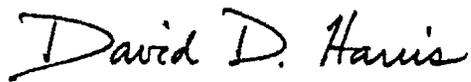
Board of Trustees
Pompano Beach Police and Firefighters' Retirement System
c/o Glenda Rowley, CEBS
Executive Director
February 26, 2015
Page Two

This report reflects the benefit provisions in effect on the October 1, 2014 actuarial valuation date.

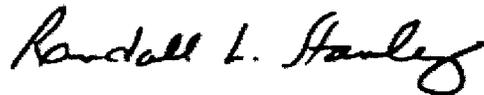
Please let us know if you have any questions or comments.

Respectfully Submitted,

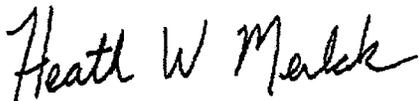
THE NYHART COMPANY, INC.



David D. Harris, ASA, FCA, MAAA, EA
Actuary



Randall L. Stanley, FSA, FCA, MAAA, EA
Actuary



Heath W. Merlak, FSA, FCA, MAAA, EA
Actuary

RLS/DDH/HWM:di
503501/701

Enclosures (30)

Electronic File (1)

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

OCTOBER 1, 2014 ACTUARIAL REPORT

Table of Contents

	-Page-
SUMMARY OF RESULTS	1-2
REVIEW OF COSTS	3-10
Summary Discussion	3
Comparison of Deposit Requirements	3
Experience Analysis.....	4
Table 1 – Gain/Loss Analysis	4
Table 2 – Gain/Loss Detail.....	4
Plan Assets	5
Table 3 – Actuarial Value vs. Market Value	5
Sources of Benefit Funding	6
Table 4 – Funding Sources	6
Funding Progress	7
Table 5 – Actuarial Assets and Entry Age Accrued Liabilities.....	7
Governmental Accounting Standards	8
Allocated Contribution Requirements	8
Enrolled Actuary's Statement	9
EXHIBITS	
1A Sponsor Contribution Requirements	10
1B Reconciliation of Unfunded Actuarial Liability	16
1C Amortization Schedule for Unfunded Liabilities	17
1D Reserve Account Under 99-1	21
1E Actuarial Confirmation of the Use of State Moneys	22
2A Summary of Asset Transactions	23
2B Distribution of Assets	25
2C Investment Results.....	26
3 Development of Actuarial Asset Value	28
4 Summary of Accounting Information	29
5 Comparison of Funding Progress	32
6 Member Statistics	33
7 Summary of Principal System Provisions	39
8 Summary of Actuarial Basis	47
9 Information Under Florida Statutes	52
10 State Filing Requirements – SB 534 Reporting.....	53
11 History of Salary Increases.....	58
12 History of Premium Tax Refunds	59
13 Hypothetical Separate Police and Fire Contribution Requirements.....	60
14 Disclosure Information under GASB 27.....	61

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Comparative Summary of Principal Valuation Results

		Actuarial Valuation	
		<u>Prepared as of</u>	
		<u>10/01/2014</u>	<u>10/01/2013</u>
A.	<u>Participant Data</u> (Ex. 6)		
	Active Members	163	165
	Total Annual Payroll	\$13,065,752	\$12,948,557
	DROP Members	44	49
	Retired Members and Beneficiaries	319	308
	Total Annualized Benefits (including DROP)	\$17,909,187	\$17,199,481
	Disabled Members	30	26
	Total Annualized Benefits	\$1,596,533	\$1,321,407
	Terminated Vested Members	2	1
	Total Annualized Benefits	\$93,260	\$32,917
B.	<u>Assets</u>	-\$-	-\$-
	Actuarial Value (Ex. 3)	197,436,713	186,095,219
	Market Value (Ex. 2B)	212,436,735	198,441,898
C.	<u>Liabilities</u> (Ex. 1A)		
	Present Value of Future Benefits		
	Active Members - Retirement	74,530,414	75,458,946
	Disability	5,328,515	5,099,382
	Death	2,055,206	1,999,926
	Turnover	<u>1,446,935</u>	<u>1,355,872</u>
	Total	83,361,070	83,914,126
	Inactive Members - Retired and Beneficiaries	210,879,956	205,211,781
	Disabled	18,094,938	14,413,898
	Terminated Vested	<u>962,431</u>	<u>211,774</u>
	Total	229,937,325	219,837,453
	Total	<u>313,298,395</u>	<u>303,751,579</u>
	Actuarial Accrued Liability	279,277,722	271,582,153
	Unfunded Actuarial Accrued Liability	81,841,009	85,486,934

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Comparative Summary of Principal Valuation Results
(Continued)

	Actuarial Valuation	
	Prepared as of	
	<u>10/01/2014</u>	<u>10/01/2013</u>
D. <u>Actuarial Present Value of Accrued Benefits</u> (Exhibit 4)	-\$-	-\$-
Vested Accrued Benefits		
Inactive Members and Beneficiaries	229,937,325	219,837,453
Active Members	<u>32,484,545</u>	<u>34,690,363</u>
Total	262,421,870	254,527,816
Non-Vested Accrued Benefits	<u>6,118,154</u>	<u>7,859,023</u>
Total	268,540,024	262,386,839
E. <u>Pension Cost</u> (Exhibit 1A)		
Normal Cost (Net of Expected Employee Contributions)	2,168,613	2,133,598
Payment to Amortize Unfunded Liability	6,314,322	6,344,397
Expected Sponsor Contributions	8,062,894	8,116,767
As % of Payroll	60.64%	61.48%
Expected Member Contribution	1,532,219	1,512,350
As % of Payroll	11.52%	11.46%
F. <u>Past Contributions</u>	Year Ending <u>9/30/2014</u>	Year Ending <u>9/30/2013</u>
	-\$-	-\$-
Required Plan Sponsor and State Contributions	11,470,379	9,818,759
Required Member Contributions	1,422,685	1,434,802
Actual Contributions		
Plan Sponsor and State	11,470,379	9,818,759
Members	1,422,685	1,434,802
G. <u>Net Actuarial (Gain)/Loss</u>	(3,237,807)	(551,767)
H. <u>Other Disclosures</u>		
Active Members:		
Present Value Future Salaries (at attained age)	121,259,135	114,846,471
Present Value Future Member Contributions (at attained age)	12,483,634	11,726,217
Present Value Future Contributions (Other Sources)	103,378,048	105,930,143

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

REVIEW OF COSTS

Summary Discussion

This is the October 1, 2014 actuarial report for the Pompano Beach Police and Firefighters' Retirement System for the fiscal year beginning October 1, 2015. This report is intended to reflect the provisions and requirements of all ordinances through October 1, 2014. This is the third annual actuarial valuation report for this System prepared by The Nyhart Company, Inc.

Comparison of Deposit Requirements

The contribution compares to the prior year as follows:

	<u>Police</u>		<u>Fire</u>	
	<u>2015/2016</u>	<u>2014/2015</u>	<u>2015/2016</u>	<u>2014/2015</u>
	-\$-	-\$-	-\$-	-\$-
Past Service Cost	3,956,990	4,005,287	2,357,332	2,339,110
Normal Cost	214,643	310,597	1,953,970	1,823,001
Admin. Expenses	268,084	277,576	307,196	304,508
Interest & Salary Increases	<u>409,674</u>	<u>419,578</u>	<u>342,463</u>	<u>334,428</u>
Total (Sponsor & State)	4,849,391	5,013,038	4,960,961	4,801,047
State (Expected)	<u>926,201</u>	<u>876,088</u>	<u>821,230</u>	<u>821,230</u>
Net Sponsor Contribution (Lump Sum) ⁽¹⁾	3,923,190	4,136,950	4,139,731	3,979,817
Net Sponsor Contribution (Installments) ⁽²⁾	4,055,488	4,273,713	4,275,073	4,110,796

The State Division of Retirement revised its interpretation of the allowable uses of Additional Premium Tax Revenues (APTR) and now allows cities to use only future APTR (up to the amount required to meet chapter minimum benefits) to offset its contribution requirements (Exhibit 1E). This has increased the expected State contribution for existing benefits for Police from \$876,088 to \$926,201, with a corresponding reduction in the City Contribution. The expected State contribution for Firefighters' has remained the same due to City ordinance §34.0604, which allows State contributions up to \$821,230 to be used to offset Firefighter required plan sponsor contributions.

⁽¹⁾ The contribution requirement for the fiscal year determined as a one-time, lump sum payment to be made December 31. The payment should be adjusted for interest if made on a different date.

⁽²⁾ The contribution requirement for the fiscal year determined as four equal installment payments (i.e. 25% of total) on December 31, March 31, June 30, and September 30. The payments should be adjusted for interest if made on different dates.

Experience Analysis

As may be noted, the 2015/2016 sponsor deposit amount of \$8,062,921 is less than the \$8,116,767 for the prior year. The details of the reasons for this change are discussed below.

Table 1 provides a summary of the changes in liabilities and costs.

<u>Table 1 – Gain/Loss Analysis</u>			
	<u>Unfunded Liability</u>	<u>City Contribution</u>	<u>% of Payroll</u>
10/1/2013 Valuation	85,486,934	8,116,767	61.48
10/1/2014 Expected	85,078,227	8,184,481	66.20
Effect of Variations from Expected			
Demographic Experience	2,885,648	511,023	(0.76)
Asset Experience	(6,123,455)	(625,095)	(4.74)
Plan Amendments	589	(7,487)	(.06)
10/1/2014 Valuation	81,841,009	8,062,921	60.64

Table 2 provides detail of the impact on liabilities of variances from the assumptions.

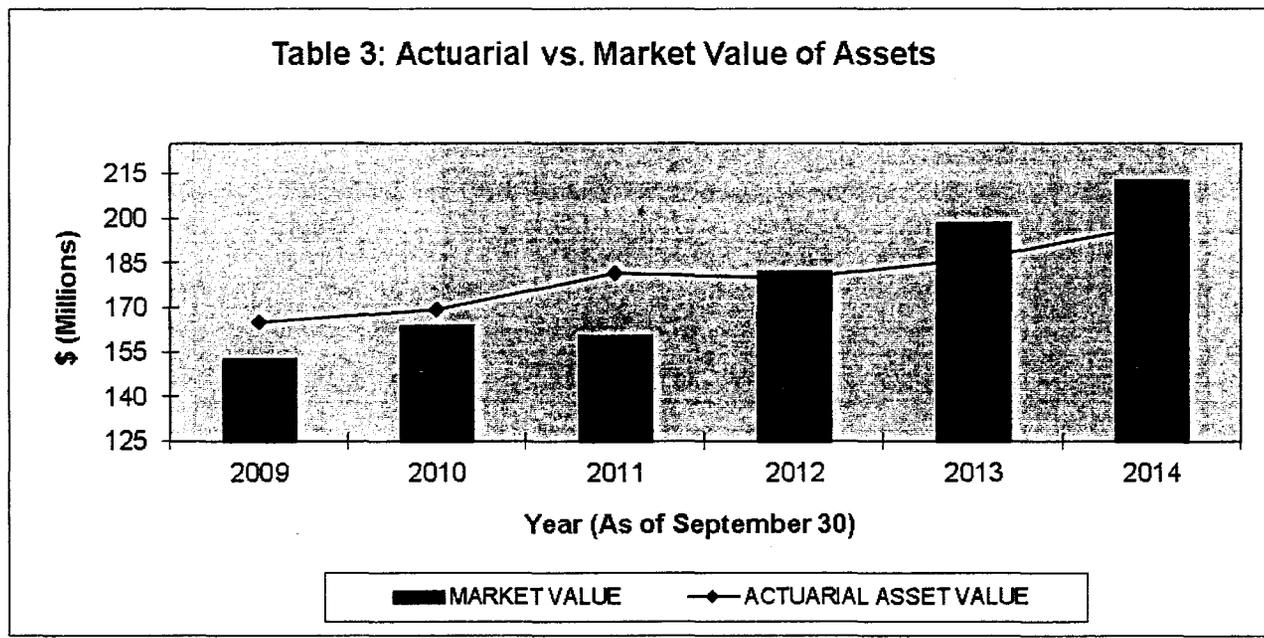
<u>Table 2 – Gain/Loss Detail</u>			
	<u>Expected</u>	<u>Actual</u>	<u>Impact on Unfunded Liability</u>
Demographics			
Retirements	3.20	12	874,570
Terminations	1.84	2	351,674
Disabilities	0.68	2	738,858
Deaths	9.26	6	765,700
New Entrants	N/A	14	0
Other (e.g. data changes)	N/A	N/A	(770,629)
Salary Increases	5.2%	5.5%	925,475
Sub-Total			2,885,648
Actuarial Value of Assets	7.5%	9.6%	(6,123,455)
Total			(3,237,807)

Plan Assets

Exhibits 2 and 3 show the asset transactions and investment results during the year. The dollar-weighted net return on assets for the period ending September 30, 2014 was 10.0%.

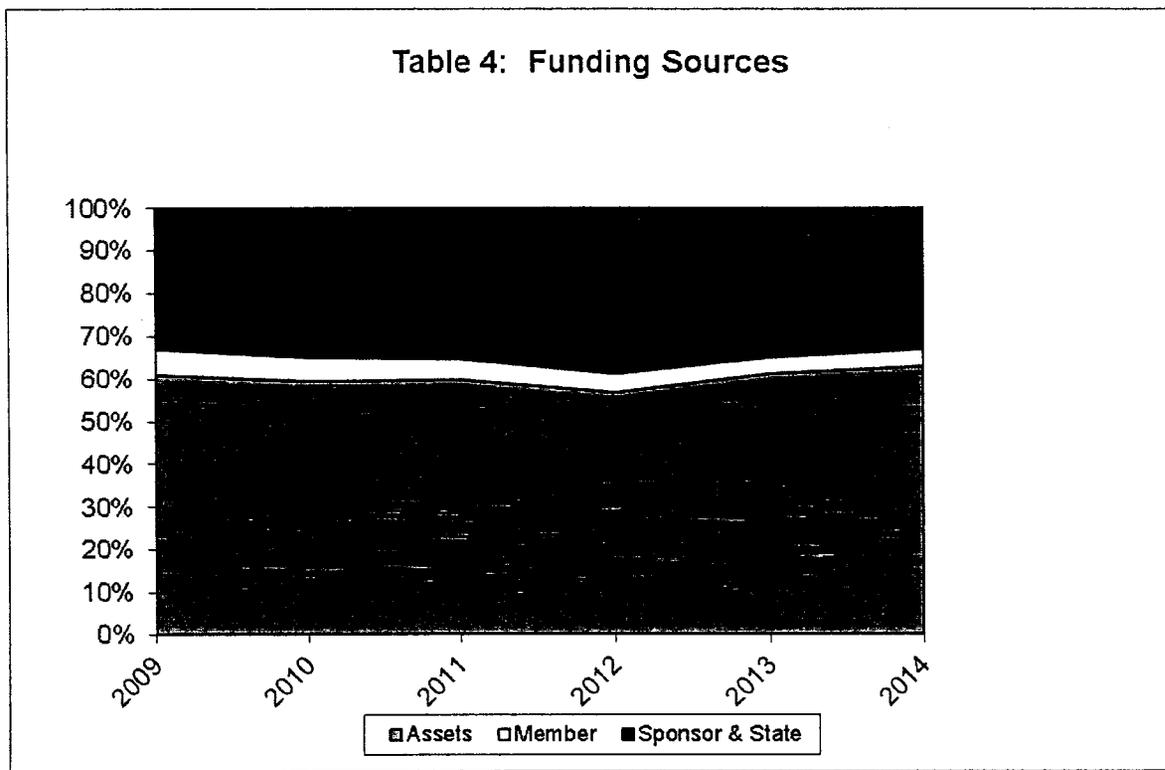
The actuarial asset valuation method (Exhibit 3) is the 20% Phase-In Method. Under this method the difference between the expected investment earnings and actual investment earnings is phased in at the rate of 20% per year. The result cannot be greater than 120% of market value or less than 80% of market value.

As of September 30, 2014, the use of the Phase-In Method resulted in a return of 9.6% and in an actuarial asset value that is 93% of market value.



Sources of Benefit Funding

Table 4 compares the sources of benefit funding for the past 6 years. The present value of benefits is equal to 100% in the Table. The present value of benefits is provided by 3 sources; the actuarial value of current assets, the present value of future member contributions, and the present value of future city and state contributions.

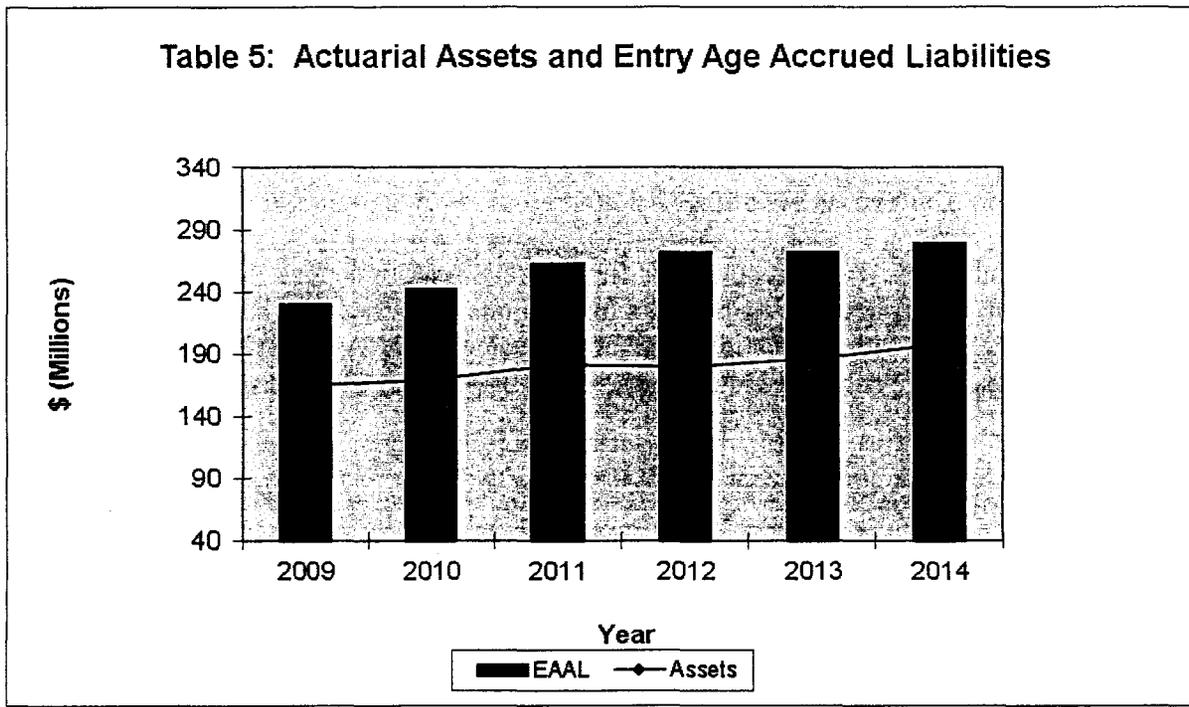


As of October 1, 2014, the actuarial value of assets equals 63% of the present value of projected benefits, the present value of employee contributions equals 4%, and the present value of City and State contributions equal 33%.

Funding Progress

The comparison of the actuarial accrued liability (entry age reserve) to System assets from one year to the next, or over a period of time, is a measure of interim funding progress.

This comparison of the entry age accrued liability to the actuarial value of assets is illustrated in Table 5. As of October 1, 2014 the actuarial value of assets of \$197,436,713 was 71% of the \$279,277,722 actuarial accrued liability. This compares to a ratio of 69% as of October 1, 2013. A ratio of 80% to 100% typically may be viewed to be a goal for a well-funded program.



Governmental Accounting Standards

The Governmental Accounting Standards Board (GASB) has issued Statement No. 67 to replace GASB Statement No. 25 (“Financial Reporting for Pension Plans”) and Statement No. 68 to replace Statement No. 27 (“Financial Reporting for Pensions”).

A separate report, dated January 7, 2015, provides the necessary disclosures under GASB 67 for the Plan year ending September 30, 2014.

As was the case for GASB 25 and GASB 27, the new standards are not meant to be used as a funding basis.

Allocated Contribution Requirements (2014/2015)

The Division of Retirement is now requiring that plans covering both police and firefighters disclose the costs separately for the two groups. Since assets have not been separately maintained, this necessitates a hypothetical asset allocation. Exhibit 13 shows this allocation.

Florida SB 534 Disclosures

The State of Florida now requires that plans report their funded ratio, recommended contribution, and asset duration under a standard set of assumptions, using both the funding rate and a rate 200 basis points lower. The required mortality table is RP 2000 with generational projection using Scale AA. Exhibit 10 provides this information. For balance, we also have calculated and shown results using a rate 200 basis points higher than the current funding rate.

Enrolled Actuary's Statement

This report has been prepared in accordance with standards established by the American Academy of Actuaries. To the best of our knowledge, it reflects the actuarial condition of the Pompano Beach Police and Firefighters' Retirement System as of October 1, 2014.

All costs and cost components are calculated on the basis of actuarial assumptions which reasonably reflect the experience of the System.

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

With respect to reporting standards for defined benefit retirement plans or systems contained in Section 112.664(1), F.S., the actuarial disclosures required under this section were prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, meet the requirements of Section 112.664 (1), Florida Statutes, and Rule 60T-1.0035, Florida Administrative Code.

David D. Harris

David D. Harris
Enrolled Actuary No. 14-5609

February 26, 2015

Date

Copies of this Report are to be furnished to the Division of Retirement at the following addresses within 60 days of receipt from the actuary:

Ms. Sarah Carr
Benefits Administrator
Municipal Police Officers' &
Firefighters' Trust Funds
Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

Mr. Keith Brinkman
Bureau Chief
Local Retirement Systems
Division of Retirement
Post Office Box 9000
Tallahassee, FL 32315-9000

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Contribution Requirements (Total)

	<u>10/01/2014</u>	<u>10/01/2013</u>
	<u>7.5%</u>	<u>7.5%</u>
	-\$-	-\$-
A. Present Value of Future Benefits		
Active Members		
- Retirement	74,530,414	75,458,946
- Disability	5,328,515	5,099,382
- Death	2,055,206	1,999,926
- Turnover	<u>1,446,935</u>	<u>1,355,872</u>
- Total	83,361,070	83,914,126
Inactive Members		
- Retired and Beneficiaries	210,879,956	205,211,781
- Disabled	18,094,938	14,413,898
- Terminated Vested	<u>962,431</u>	<u>211,774</u>
- Total	229,937,325	219,837,453
Total Present Value of Future Benefits	313,298,395	303,751,579
B. Entry Age Accrued Liability		
Active Members		
- Retirement	46,486,124	48,934,511
- Disability	1,724,114	1,697,247
- Death	538,639	535,908
- Turnover	<u>591,520</u>	<u>577,034</u>
- Total	49,340,397	51,744,700
Inactive Members	<u>229,937,325</u>	<u>219,837,453</u>
Total Entry Age Accrued Liability	279,277,722	271,582,153
C. Actuarial Value of Assets	<u>197,436,713</u>	<u>186,095,219</u>
D. Unfunded Actuarial Accrued Liability	81,841,009	85,486,934

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Contribution Requirements (Total)
(Continued)

	<u>10/1/2014</u>	<u>10/01/2013</u>
	<u>7.5%</u>	<u>7.5%</u>
	-\$-	-\$-
E. Entry Age Normal Cost		
- Retirement	3,036,460	2,992,251
- Disability	404,197	396,727
- Death	177,109	176,614
- Turnover	<u>83,066</u>	<u>80,356</u>
- Total	3,700,832	3,645,948
F. Contribution		
Total Normal Cost at Valuation Date	3,700,832	3,645,948
Expected Member Contribution	<u>1,532,219</u>	<u>1,512,350</u>
Net Normal Cost	2,168,613	2,133,598
Expected Salary Increases	59,637	58,674
Amortization Payments	6,314,322	6,344,397
Expected Expenses	575,280	582,084
Interest to End of Year	516,721	519,486
Adjustment for 12/31/2014 Payment	<u>175,779</u>	<u>175,846</u>
Total (City/BSO + State)	9,810,352	9,814,085
Expected State Contribution	<u>1,747,431</u>	<u>1,697,318</u>
Expected City/BSO Contribution	8,062,921	8,116,767
Assumed Payroll for Contribution Year	13,296,423	13,202,376
Contribution (% of Payroll)	60.64%	61.48%

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Contribution Requirements (Police)

	<u>10/01/2014</u>	<u>10/01/2013</u>
	<u>7.5%</u>	<u>7.5%</u>
	-\$-	-\$-
A. Present Value of Future Benefits		
Active Members		
- Retirement	9,576,550	14,575,316
- Disability	254,271	374,921
- Death	83,818	130,139
- Turnover	<u>56,560</u>	<u>95,107</u>
- Total	9,971,199	15,175,483
Inactive Members		
- Retired and Beneficiaries	123,354,167	118,967,665
- Disabled	9,013,028	8,250,938
- Terminated Vested	<u>962,431</u>	<u>211,774</u>
- Total	133,329,626	127,430,377
Total Present Value of Future Benefits	143,300,825	142,605,860
B. Entry Age Accrued Liability		
Active Members		
- Retirement	8,533,384	12,979,315
- Disability	137,393	197,246
- Death	39,595	58,320
- Turnover	<u>31,425</u>	<u>55,154</u>
- Total	8,741,797	13,290,035
Inactive Members	<u>133,329,626</u>	<u>127,430,377</u>
Total Entry Age Accrued Liability	142,071,423	140,720,412
C. Actuarial Value of Assets (Exhibit 13)	<u>93,899,425</u>	<u>90,378,190</u>
D. Unfunded Actuarial Accrued Liability	48,171,998	50,342,222

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Contribution Requirements (Police)
(Continued)

	<u>10/01/2014</u>	<u>10/01/2013</u>
	7.5%	7.5%
	-\$-	-\$-
E. Entry Age Normal Cost		
- Retirement	285,963	417,382
- Disability	33,806	46,542
- Death	13,689	19,847
- Turnover	<u>6,803</u>	<u>10,385</u>
- Total	340,261	494,156
F. Contribution		
Total Normal Cost at Valuation Date	340,261	494,156
Expected Member Contribution	<u>125,618</u>	<u>183,559</u>
Net Normal Cost	214,643	310,597
Expected Salary Increases	5,903	8,541
Amortization Payments	3,956,990	4,005,287
Expected Expenses	268,084	277,576
Interest to End of Year	316,881	321,215
Adjustment for 12/31/2013 Payment	<u>86,890</u>	<u>89,822</u>
Total (City/BSO + State)	4,849,391	5,013,038
Expected State Contribution	<u>926,201</u>	<u>876,088</u>
Expected City/BSO Contribution	3,923,190	4,136,950
Assumed Payroll for Contribution Year	970,080	1,680,232
Contribution (% of Payroll)	404.42%	246.21%

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Contribution Requirements (Fire)

	<u>10/01/2014</u>	<u>10/01/2013</u>
	<u>7.5%</u>	<u>7.5%</u>
	-\$-	-\$-
A. Present Value of Future Benefits		
Active Members		
- Retirement	64,953,864	60,883,630
- Disability	5,074,244	4,724,461
- Death	1,971,388	1,869,787
- Turnover	<u>1,390,375</u>	<u>1,260,765</u>
- Total	73,389,871	68,738,643
Inactive Members		
- Retired and Beneficiaries	87,525,789	86,244,116
- Disabled	9,081,910	6,162,960
- Terminated Vested	<u>0</u>	<u>0</u>
- Total	96,607,699	92,407,076
Total Present Value of Future Benefits	169,997,570	161,145,719
B. Entry Age Accrued Liability		
Active Members		
- Retirement	37,952,740	35,955,196
- Disability	1,586,721	1,500,001
- Death	499,044	477,588
- Turnover	<u>560,095</u>	<u>521,880</u>
- Total	40,598,600	38,454,665
Inactive Members	<u>96,607,699</u>	<u>92,407,076</u>
Total Entry Age Accrued Liability	137,206,299	130,861,741
C. Actuarial Value of Assets (Exhibit 13)	<u>103,537,288</u>	<u>95,717,029</u>
D. Unfunded Actuarial Accrued Liability	33,669,011	35,144,712

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Contribution Requirements (Fire)
(Continued)

	<u>10/01/2014</u>	<u>10/01/2013</u>
	<u>7.5%</u>	<u>7.5%</u>
	-\$-	-\$-
E. Entry Age Normal Cost		
- Retirement	2,750,497	2,574,869
- Disability	370,391	350,185
- Death	163,420	156,767
- Turnover	<u>76,263</u>	<u>69,971</u>
- Total	3,360,571	3,151,792
F. Contribution		
Total Normal Cost at Valuation Date	3,360,571	3,151,792
Expected Member Contribution	<u>1,406,601</u>	<u>1,328,791</u>
Net Normal Cost	1,953,970	1,823,001
Expected Salary Increases	53,734	50,133
Amortization Payments	2,357,332	2,339,110
Expected Expenses	307,196	304,508
Interest to End of Year	199,840	198,271
Adjustment for 12/31/2013 Payment	<u>88,889</u>	<u>86,024</u>
Total (City/BSO + State)	4,960,961	4,801,047
Expected State Contribution	<u>821,230</u>	<u>821,230</u>
Expected City/BSO Contribution	4,139,731	3,979,817
Assumed Payroll for Contribution Year	12,326,343	11,522,144
Contribution (% of Payroll)	33.58%	34.54%

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Reconciliation of Unfunded Actuarial Accrued Liability

	-\$-
A. Unfunded Actuarial Accrued Liability as of October 1, 2013	85,486,934
B. Normal Cost and Expenses	3,583,846
C. Interest on (A) and (B) for full year at 7.5%	6,680,309
D. City and State Contributions, net of Administrative Expenses	(10,888,612)
E. Interest on (D) for half year at 7.5%	(408,323)
F. Adjustment for 1-year lag	624,073
G. Expected Unfunded Actuarial Accrued Liability As of September 30, 2014	85,078,227
H. 2013/2014 (Gain) Loss	(3,237,807)
I. Unfunded Actuarial Accrued Liability As of September 30, 2014	81,840,420
J. Plan Amendments	589
K. Change in Assumptions and Methods	N/A
L. Change in Applicable Laws	N/A
M. Unfunded Actuarial Accrued Liability As of October 1, 2014	81,841,009

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Schedule of Unfunded Liabilities
(As of October 1, 2014)

Amortization Payment (Police) ⁽¹⁾

<u>Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>10/01/2014 Remaining Balance</u>	<u>Remaining Amortization Balance</u>	<u>Annual Payment</u>
		-\$-	-\$-		-\$-
10/1/1985	Plan Amendment	38,875	4,072	1	4,072
10/1/1985	Actuarial Loss (Gain)	(417,177)	(48,733)	1	(48,733)
10/1/1986	Assumption Change	378,260	73,203	2	37,924
10/1/1986	Actuarial Loss (Gain)	(1,104,307)	(238,307)	2	(123,460)
10/1/1987	Method Change	670,685	184,750	3	66,087
10/1/1987	Actuarial Loss (Gain)	(592,770)	(182,077)	3	(65,131)
10/1/1988	Actuarial Loss (Gain)	260,282	91,466	4	25,404
10/1/1989	Actuarial Loss (Gain)	67,725	27,816	5	6,395
10/1/1990	Actuarial Loss (Gain)	(173,266)	(90,041)	6	(17,844)
10/1/1991	Assumption Change	(4,082)	(2,476)	7	(435)
10/1/1991	Actuarial Loss (Gain)	(298,306)	(180,909)	7	(31,773)
10/1/1992	Assumption Change	(3,250)	(2,132)	8	(339)
10/1/1992	Actuarial Loss (Gain)	(721,063)	(472,725)	8	(75,076)
10/1/1993	Assumption Change	(53,335)	(37,765)	9	(5,507)
10/1/1993	Actuarial Loss (Gain)	(301,531)	(213,497)	9	(31,134)
10/1/1994	Assumption Change	768,410	527,455	10	71,482
10/1/1994	Actuarial Loss (Gain)	422,754	290,186	10	39,327
10/1/1995	Assumption Change	(311,136)	(254,742)	11	(32,393)
10/1/1995	Actuarial Loss (Gain)	(271,042)	(221,912)	11	(28,218)
10/1/1996	Assumption Change	(374,561)	(333,225)	12	(40,073)
10/1/1996	Actuarial Loss (Gain)	(276,460)	(245,950)	12	(29,578)
10/1/1997	Assumption Change	1,345,971	1,249,442	13	143,034
10/1/1997	Actuarial Loss (Gain)	(3,074,778)	(3,182,697)	13	(364,350)
10/1/1998	Plan Amendment	(337,295)	(353,407)	14	(38,726)
10/1/1998	Actuarial Loss (Gain)	(3,155,507)	(3,306,230)	14	(362,293)

⁽¹⁾ Information for bases established prior to 10/1/2012 based on October 1, 2011 actuarial report.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Schedule of Unfunded Liabilities
(As of October 1, 2014)

Amortization Payment (Police) ⁽¹⁾

<u>Date</u>	<u>Description</u>	<u>Original Amount</u> -\$-	<u>10/01/2014 Remaining Balance</u> -\$-	<u>Remaining Amortization Balance</u>	<u>Annual Payment</u> -\$-
10/1/1999	Actuarial Loss (Gain)	(2,565,536)	(2,718,071)	15	(286,440)
10/1/2000	Assumption Change	(18,775,480)	(19,315,488)	16	(1,965,529)
10/1/2000	Plan Amendment	11,651,128	11,986,232	16	1,219,710
10/1/2000	Actuarial Loss (Gain)	3,153,187	3,243,877	16	330,094
10/1/2001	Variable COLA	484,615	503,065	17	49,605
10/1/2001	Plan Amendment	377,521	391,894	17	38,643
10/1/2001	Actuarial Loss (Gain)	5,917,320	6,142,592	17	605,688
10/1/2002	Actuarial Loss (Gain)	13,547,635	15,147,693	18	1,451,768
10/1/2003	Actuarial Loss (Gain)	8,453,577	8,371,299	19	781,925
10/1/2004	Actuarial Loss (Gain)	7,733,735	7,432,774	20	678,230
10/1/2005	Plan Amendment	528,766	418,237	21	37,361
10/1/2005	Actuarial Loss (Gain)	1,811,918	1,718,539	21	153,516
10/1/2006	Actuarial Loss (Gain)	(2,245,390)	(2,144,410)	22	(187,884)
10/1/2007	Actuarial Loss (Gain)	(3,930,059)	(3,824,587)	23	(329,218)
10/1/2008	Assumption Change	(2,460,748)	(2,463,522)	24	(208,655)
10/1/2008	Actuarial Loss (Gain)	4,312,669	4,317,529	24	365,685
10/1/2009	Assumption Change	2,211,808	2,229,959	25	186,094
10/1/2009	Actuarial Loss (Gain)	4,953,816	4,994,470	25	416,797
10/1/2010	Assumption Change	2,351,731	2,352,420	26	193,663
10/1/2010	Actuarial Loss (Gain)	4,329,632	4,330,902	26	356,542
10/1/2011	Assumption Change	2,628,245	2,548,805	27	207,229
10/1/2011	Actuarial Loss (Gain)	2,882,428	2,795,305	27	227,270
10/1/2012	Valuation Software Change	(955,577)	(936,728)	28	(75,291)
10/1/2012	Assumption Change	2,734,348	2,680,411	28	215,443
10/1/2012	Actuarial Loss (Gain)	7,401,751	7,255,746	28	583,195
10/1/2013	Assumption Change	(2,014,446)	(1,994,964)	29	(158,666)
10/1/2013	Actuarial Loss (Gain)	1,279,029	1,266,661	29	100,742
10/1/2014	Actuarial Loss (Gain)	(1,640,207)	<u>(1,640,207)</u>	30	<u>(129,189)</u>
			48,171,998		3,956,990

⁽¹⁾ Information for bases established prior to 10/1/2012 based on October 1, 2011 actuarial report.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Schedule of Unfunded Liabilities
(As of October 1, 2014)

Amortization Payment (Fire) ⁽¹⁾

<u>Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>10/01/2014 Remaining Balance</u>	<u>Remaining Amortization Balance</u>	<u>Annual Payment</u>
		<u>-\$-</u>	<u>-\$-</u>		<u>-\$-</u>
10/1/1985	Plan Amendment	30,901	2,552	1	2,552
10/1/1985	Actuarial Loss (Gain)	(331,614)	(30,532)	1	(30,532)
10/1/1986	Assumption Change	300,679	47,628	2	24,352
10/1/1986	Actuarial Loss (Gain)	(877,812)	(155,045)	2	(79,274)
10/1/1987	Method Change	533,126	123,992	3	43,212
10/1/1987	Actuarial Loss (Gain)	(471,191)	(122,196)	3	(42,586)
10/1/1988	Actuarial Loss (Gain)	206,898	63,015	4	16,837
10/1/1989	Actuarial Loss (Gain)	53,834	19,605	5	4,283
10/1/1990	Actuarial Loss (Gain)	(137,729)	(64,725)	6	(12,042)
10/1/1991	Assumption Change	(3,244)	(1,810)	7	(295)
10/1/1991	Actuarial Loss (Gain)	(237,123)	(132,343)	7	(21,563)
10/1/1992	Assumption Change	(2,583)	(1,583)	8	(231)
10/1/1992	Actuarial Loss (Gain)	(573,171)	(351,313)	8	(51,165)
10/1/1993	Assumption Change	(42,396)	(28,464)	9	(3,764)
10/1/1993	Actuarial Loss (Gain)	(239,687)	(160,933)	9	(21,279)
10/1/1994	Assumption Change	610,808	402,782	10	48,948
10/1/1994	Actuarial Loss (Gain)	336,046	221,592	10	26,929
10/1/1995	Assumption Change	(247,322)	(196,850)	11	(22,205)
10/1/1995	Actuarial Loss (Gain)	(215,450)	(171,483)	11	(19,344)
10/1/1996	Assumption Change	(297,737)	(260,337)	12	(27,481)
10/1/1996	Actuarial Loss (Gain)	(219,757)	(192,152)	12	(20,283)
10/1/1997	Assumption Change	1,069,910	986,087	13	98,071
10/1/1997	Actuarial Loss (Gain)	(2,444,135)	(2,511,850)	13	(249,815)
10/1/1998	Plan Amendment	(268,116)	(281,559)	14	(26,536)
10/1/1998	Actuarial Loss (Gain)	(2,508,306)	(2,634,080)	14	(248,251)

⁽¹⁾ Information for bases established prior to 10/1/2012 based on October 1, 2011 actuarial report.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Schedule of Unfunded Liabilities
(As of October 1, 2014)

Amortization Payment (Fire) ⁽¹⁾

<u>Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>10/01/2014 Remaining Balance</u>	<u>Remaining Amortization Balance</u>	<u>Annual Payment</u>
		- \$-	- \$-		- \$-
10/1/1999	Plan Amendment	114,009	122,134	15	10,962
10/1/1999	Actuarial Loss (Gain)	(2,039,340)	(2,184,641)	15	(196,078)
10/1/2000	Assumption Change	(13,798,204)	(14,273,721)	16	(1,225,276)
10/1/2000	Plan Amendment	8,646,272	8,944,242	16	767,786
10/1/2000	Actuarial Loss (Gain)	676,828	700,153	16	60,102
10/1/2000	Plan Amendment	299,541	309,866	16	26,599
10/1/2001	Actuarial Loss (Gain)	7,539,001	7,831,252	17	645,363
10/1/2002	Actuarial Loss (Gain)	9,466,755	12,581,097	18	998,621
10/1/2003	Actuarial Loss (Gain)	7,616,087	9,260,426	19	710,058
10/1/2004	Actuarial Loss (Gain)	6,692,396	7,856,364	20	583,443
10/1/2005	Plan Amendment	4,413,733	5,055,605	21	364,485
10/1/2005	Actuarial Loss (Gain)	2,591,529	2,968,400	21	214,008
10/1/2006	Actuarial Loss (Gain)	(2,040,207)	(2,302,236)	22	(161,474)
10/1/2007	Actuarial Loss (Gain)	(868,128)	(975,245)	23	(66,671)
10/1/2008	Assumption Change	(2,812,893)	(3,136,373)	24	(209,352)
10/1/2008	Actuarial Loss (Gain)	3,519,341	3,924,064	24	261,930
10/1/2009	Assumption Change	2,293,100	2,525,593	25	164,863
10/1/2009	Plan Amendment	23,114	25,459	25	1,662
10/1/2009	Actuarial Loss (Gain)	3,014,143	3,319,741	25	216,702
10/1/2010	Assumption Change	2,377,230	2,567,303	26	164,124
10/1/2010	Actuarial Loss (Gain)	(904,732)	(977,070)	26	(62,463)
10/1/2011	Actuarial Loss (Gain)	(1,874,268)	(1,949,719)	27	(122,230)
10/1/2011	Assumption Change	2,629,741	2,735,607	27	171,498
10/1/2012	Valuation Software Change	(2,713,381)	(2,783,452)	28	(171,327)
10/1/2012	Assumption Change	2,714,228	2,784,321	28	171,380
10/1/2012	Actuarial Loss (Gain)	1,168,034	1,198,198	28	73,751
10/1/2013	Assumption Change	(3,541,424)	(3,580,398)	29	(216,618)
10/1/2013	Actuarial Loss (Gain)	(1,830,796)	(1,850,946)	29	(111,984)
10/1/2014	Actuarial Loss (Gain)	(1,597,600)	(1,597,600)	30	(95,105)
10/1/2014	Plan Amendments	589	589	30	35
			<u>33,669,011</u>		<u>2,357,332</u>

⁽¹⁾ Information for bases established prior to 10/1/2012 based on October 1, 2011 actuarial report.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Reserve Account For Future Benefit Improvements Under F.L. 99-1

1. Adjusted Base Amount at 10/1/2014

<u>Year Established</u>	<u>Description</u>	<u>Ch. 185 Police -\$-</u>	<u>Ch. 175 Fire -\$-</u>	<u>Suppl. Fire -\$-</u>	<u>Total -\$-</u>
	Adjusted Base Amount as of 10/1/10	798,463	704,031	28,723	1,531,217
2012	Ordinances 2012-30/31	0	88,476	0	88,476
	Adjusted Base Amount	<u>798,463</u>	<u>792,507</u>	<u>28,723</u>	<u>1,619,693</u>

II. Reserve Account for 2013/2014

	<u>Ch. 185 Police -\$-</u>	<u>Ch. 175 Fire -\$-</u>	<u>Suppl. Fire -\$-</u>	<u>Total -\$-</u>
A. Reserve Account at September 30, 2013	215,163	317,063	138,139	670,365
B. Share Plan Allocation paid out	0	(317,063)	(138,139)	(455,202)
C. Share Plan Allocation for Reserve ⁽¹⁾	0	297,213	174,893	472,106
D. Reserve Account at September 30, 2014 (A)+ (B) + (C)	<u>215,163</u>	<u>297,213</u>	<u>174,893</u>	<u>687,269</u>
E. City Contribution Receivable for State Premium Shortfall				
1. Premium Tax Distribution for 2013	926,201	1,089,720	203,616	2,219,537
2. Adjusted Base Amount	798,463	792,507	28,723	1,619,693
3. Shortfall of State Premium Tax Distribution	0	0	0	0

⁽¹⁾ Allocated to Share Plan January 1, 2015.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Actuarial Confirmation of the Use of State Moneys

Name of actuarial firm:	<u>The Nyhart Company, Inc.</u>
Date of valuation used to determine fiscal year 2014 contributions	<u>10/1/2013</u>
Does the plan meet all chapter minimum benefits and standards?	<u>Yes</u>
Actuary's name (printed)	<u>David D. Harris</u>

Actuary's signature



Date

2/11/2015

Calculation of Additional Premium Tax Revenues (APTR)

	<u>Police</u>	<u>Fire</u>	<u>Fire Suppl.</u>	<u>Total</u>
	-\$-	-\$-	-\$-	-\$-
2014 receipts	926,201	1,089,720	203,616	
1998 receipts	<u>(667,003)</u>	<u>(494,862)</u>	<u>(28,723)</u>	
APTR	259,198	594,858	174,893	1,028,949

Calculation of cost of a chapter minimum benefits plan

Normal cost	1,656,640
Administrative expenses	581,767
30-year Amortization of UAL	4,533,942
Less Employee contributions (5% min.)	<u>(1,422,685)</u>
Total	5,349,664
 APTR, minus cost of chapter minimums	 (4,320,715)

Conclusion

APTR is insufficient to fund the cost of compliance with all chapter minimum benefits and standards, but the plan meets all chapter minimum benefits and standards anyway; therefore, all premium tax receipts in 2014 are available to offset required plan sponsor contributions. No premium taxes are required to be set aside or expended for missing chapter minimum benefits or extra benefits.

Based on City ordinance §34.0604, State Premium Tax Revenues for firefighters up to \$821,230 will be used to offset required plan sponsor contributions on behalf of the firefighters. Amounts in excess of this amount are allocated to the Share Plan.

Accumulated APTR balance as of fiscal year end 2013	\$670,365
Add Current year additions	472,106
Less Current year use (Share Plan Allocation)	<u>455,202</u>
Accumulated APTR balance as of fiscal year end 2014	\$687,269

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Asset Transactions

	<u>2013/2014</u>	<u>2012/2013</u>
	-\$-	-\$-
A. Market Value as of October 1	218,765,571	199,558,893
B. Adjustment to Market Value	0	0
C. Additions During Year		
1. City Contributions	4,987,315	4,372,008
2. BSO Contributions	4,735,633	3,749,433
3. Member Contributions	1,422,685	1,434,802
4. State Contributions	2,219,537	2,152,520
5. Dividends and Interest	4,424,956	4,167,327
6. Miscellaneous	<u>17,738</u>	<u>10,245</u>
7. Total	17,807,864	15,886,335
D. Deductions During Year		
1. Benefit Payments	16,331,253	14,873,937
2. DROP Distributions	4,288,162	2,485,627
3. Contribution Refunds	59,422	148,497
4. Investment Expenses	1,348,254	1,216,503
5. Administrative Expenses	<u>581,767</u>	<u>568,792</u>
6. Total	22,608,858	19,293,356
E. Gains (Losses)	<u>19,073,035</u>	<u>22,613,699</u>
F. Market Value as of September 30 (A)+(B)+(C)-(D)+I	233,037,612	218,765,571

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Asset Transactions
for Year Ending
September 30, 2014

	<u>Membership and Benefit Accounts</u>	<u>DROP Accounts</u>	<u>Total</u>
	-\$-	-\$-	-\$-
A. Market Value			
1. As of September 30, 2013	199,112,263	19,653,308	218,765,571
2. Adjustment to Market Value ⁽¹⁾	0	0	0
B. Income During Year			
1. City Contributions	4,987,315	0	4,987,315
2. BSO Contributions	4,735,633	0	4,735,633
3. Member Contributions	1,422,685	0	1,422,685
4. State Contributions	2,219,537	0	2,219,537
5. Dividends and Interest	4,424,956	0	4,424,956
6. Gains (Losses)	19,073,035	0	19,073,035
7. Income Allocation	(1,567,872)	1,567,872	0
8. Miscellaneous	<u>17,738</u>	<u>0</u>	<u>17,738</u>
9. Total	35,313,027	1,567,872	36,880,899
C. Deductions During Year			
1. Benefit/DROP Payments	19,311,843	1,307,572	20,619,415
2. Contribution Refunds	59,422	0	59,422
3. Investment Expenses	1,348,254	0	1,348,254
4. Administrative Expenses	<u>581,767</u>	<u>0</u>	<u>581,767</u>
5. Total	21,301,286	1,307,572	22,608,858
D. Market Value as of September 30, 2014			
(A)+(B)-(C)	213,124,004	19,913,608	233,037,612
E. Detail of DROP Benefit Payments			
1. Distributions		4,288,162	
2. Additions		<u>2,980,590</u>	
3. Net Benefits Paid		1,307,572	

⁽¹⁾ Adjustment to match auditor's report

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Distribution of Assets as of September 30, 2014

<u>Description</u>	<u>10/01/2014</u>	<u>10/01/2013</u>
	-\$-	-\$-
Short Term Investments	11,668,781	10,479,837
Equity Securities	131,551,881	127,914,791
Domestic Fixed Income	52,186,379	51,814,190
Real Estate	2,651,127	2,250,851
Property and Equipment	42,240	46,873
Hedge funds and private equity	39,152,051	31,977,060
A. Sub-Totals	237,252,459	224,483,602
B. Cash and Equivalents	61,375	407
Receivables:		
Prepaid Benefits	0	0
City Contributions	0	0
Accounts Receivable	291,195	98,013
State Contributions	0	0
Member Contributions	0	0
Accrued Interest and Dividends	408,610	384,945
Securities Proceeds	<u>5,773,280</u>	<u>1,266,933</u>
C. Sub-Total	6,473,085	1,749,891
Payables:		
Accounts Payable & Accrued Expenses	290,609	343,565
Payable for Securities Purchased	10,458,698	6,701,103
Advance Contribution from City	<u>0</u>	<u>423,661</u>
D. Sub-Total	<u>10,749,307</u>	<u>7,468,329</u>
Total (A+B+C-D)	233,037,612	218,765,571
Funding Adjustments:		
E. State Reserve Account (Ex. 1D)	(687,269)	(670,365)
F. DROP Accounts	(19,913,608)	(19,653,308)
Assets available for benefits	<u>212,436,735</u>	<u>198,441,898</u>

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Investment Results

1. Yield on Market Value for 12-Month Period Ending 9/30/2014

Dollar-weighted Net Return (per Graystone Consulting) 10.0%

II. History of Investment Yield Rates

<u>Period Ending</u>	<u>Actuarial Asset Value</u>	<u>Market Value</u>
	-%-	-%-
9/30/14	9.6	10.0
9/30/13	8.0	13.7
9/30/12	2.8	16.8
9/30/11	1.2	1.7
9/30/10	5.6	10.4
9/30/09	2.3	1.8
9/30/08	3.6	(14.3)
9/30/07	10.0	12.8
9/30/06	10.5	6.2
9/30/05	5.9	10.5
9/30/04	(0.7)	9.6
9/30/03	(2.4)	17.6
9/30/02	(6.3)	(11.0)
9/30/01	(0.6)	(10.3)
9/30/00	12.9	12.7
9/30/99	11.8	12.7
9/30/98	13.3	6.8
9/30/97	13.6	22.1
9/30/96	8.6	12.4
9/30/95	7.5	20.2
9/30/94	2.9	(1.6)
9/30/93	8.9	6.6
9/30/92	11.0	11.4
9/30/91	9.8	19.1
9/30/90	9.0	5.5
9/30/89	10.2	14.7
9/30/88	8.2	2.0

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Investment Results

II. History of Investment Yield Rates (continued)

<u>Period Ending</u>	<u>Actuarial Asset Value</u> ⁽¹⁾	<u>Market Value</u> ⁽²⁾
	-%-	-%-
9/30/87	9.4	12.3
9/30/86	18.6	21.6
9/30/85	14.7	16.5
9/30/84	10.5	4.3
9/30/83	11.3	17.8
9/30/82	14.9	21.8
9/30/81	9.0	5.0
9/30/80	8.6	9.6
9/30/79	9.1	7.9
9/30/78	3.1	3.5
9/30/77	2.2	(0.3)

Compounded Averages

3 Years	6.8	13.5
5 Years	5.4	10.4
10 Years	5.9	6.6
20 Years	5.7	7.6
All Years	7.5	8.6

⁽¹⁾ Net of investment expenses since 9/30/90

⁽²⁾ Net of investment expenses since 9/30/05

NOTE: Information prior to 9/30/2012 based on October 1, 2011 actuarial report.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Development of Actuarial Asset Value

1. Determination of Actuarial Asset Value as of September 30, 2014 – 20% Phase In Method

	<u>10/1/2014</u>	<u>10/1/2013</u>
	-\$-	-\$-
A. Actuarial Value of Assets at Beginning of Year	206,418,892	197,306,799
B. Market Value at End of Year	233,037,612	218,765,571
C. Market Value at Beginning of Year	218,765,571	199,558,893
D. Non-Investment/Administrative Net Cash Flow		
1. Contributions Net of Admin. Expenses	12,783,403	11,139,971
2. Benefits and Expenses	20,678,837	17,508,061
3. Net Cash Flow: 1-2	(7,895,434)	(6,368,090)
E. Investment Income		
1. Actual Total Market Return (B-C-D)	22,167,475	25,574,768
2. Assumed Rate of Return	7.50%	7.70%
3. Expected Return on Actuarial Value	15,185,338	14,947,452
4. Amount Subject to Phase-In: 1-3	6,982,137	10,627,316
F. Phase-In Recognition of Investment Income		
1. Current Year: 0.20 X E4	1,396,427	2,125,463
2. First Prior Year	2,125,463	2,708,798
3. Second Prior Year	2,708,798	(2,379,679)
4. Third Prior Year	(2,379,679)	477,785
5. Fourth Prior Year	477,785	(2,399,636)
6. Total Phase-Ins	4,328,794	532,731
G. Actuarial Value of Assets at End of Year		
1. Preliminary Actuarial Value of Assets	218,037,590	206,418,892
2. Upper Corridor Limit: 120% of B	279,645,134	262,518,685
3. Lower Corridor Limit: 80% of B	186,430,090	175,012,457
4. Adjusted Actuarial Value of Assets	218,037,590	206,418,892
5. Less: DROP Account	19,913,608	19,653,308
6. Less: State Contribution Reserve	687,269	670,365
7. Final Actuarial Asset Value for Benefits	197,436,713	186,095,219
H. Difference between Market and Actuarial Value	15,000,022	12,346,679
I. Actuarial Value Rate of Return	9.6%	8.0%
J. Market Value Rate of Return	10.0%	13.7%
K. Ratio of Actuarial Asset Value to Market Value	93.6%	94.4%

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Accounting Information

	<u>10/01/2014</u>	<u>10/01/2013</u>
I. <u>Present Value of Vested Accrued Benefits</u>	<u>7.5%</u>	<u>7.5%</u>
	-\$-	-\$-
A. Service Retirements and Beneficiaries	210,879,956	205,211,781
B. Disability Retirements	18,094,938	14,413,898
C. Vested Terminated Members	962,431	211,774
D. Active Members	<u>32,484,545</u>	<u>34,690,363</u>
E. Total	262,421,870	254,527,816
II. <u>Present Value of Non-Vested Accrued Benefits</u>	<u>6,118,154</u>	<u>7,859,023</u>
III. <u>Present Value of Accrued Benefits</u>	268,540,024	262,386,839
IV. The values of accumulated plan benefits were determined in accordance with the Academy of Actuaries Interpretations and ASC 960 (formerly FASB Statement No. 35, <u>Accounting and Reporting by Defined Benefit Pension Plans.</u>)		
V. <u>Statement of Changes in Accrued Benefits</u>		
A: Present Value of Accrued Benefits at Beginning of Prior Year		262,386,839
B. Increase (Decrease) During the Year Attributable to:		
1. Benefits Accumulated		7,924,812
2. Benefits Paid and Contributions Refunded		(20,678,837)
3. Assumption Changes		0
4. Plan Amendments		3,653
5. Increase Due to Decrease in Discount Period		<u>18,903,557</u>
6. Net Increase		6,153,185
C. Present Value of Accrued Benefits at Valuation Date		268,540,024

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Accounting Information – Police

	<u>10/01/2014</u>	<u>10/01/2013</u>
I. <u>Present Value of Vested Accrued Benefits</u>	<u>7.5%</u>	<u>7.5%</u>
	-\$-	-\$-
A. Service Retirements and Beneficiaries	123,354,167	118,967,665
B. Disability Retirements	9,013,028	8,250,938
C. Vested Terminated Members	962,431	211,774
D. Active Members	<u>7,088,215</u>	<u>10,221,648</u>
E. Total	140,417,841	137,652,025
II. <u>Present Value of Non-Vested Accrued Benefits</u>	<u>1,166,130</u>	<u>2,672,518</u>
III. <u>Present Value of Accrued Benefits</u>	141,583,971	140,324,543
IV. The values of accumulated plan benefits were determined in accordance with the Academy of Actuaries Interpretations and ASC 960 (formerly FASB Statement No. 35, <u>Accounting and Reporting by Defined Benefit Pension Plans.</u>)		
V. <u>Statement of Changes in Accrued Benefits</u>		
A. Present Value of Accrued Benefits at Beginning of Prior Year		140,324,543
B. Increase (Decrease) During the Year Attributable to:		
1. Benefits Accumulated		1,798,530
2. Benefits Paid and Contributions Refunded		(10,663,559)
3. Assumption Changes		0
4. Plan Amendments		0
5. Increase Due to Decrease in Discount Period		<u>10,124,457</u>
6. Net Increase		1,259,428
C. Present Value of Accrued Benefits at Valuation Date		141,583,971

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Accounting Information – Fire

	<u>10/01/2014</u>	<u>10/01/2013</u>
I. <u>Present Value of Vested Accrued Benefits</u>	<u>7.5%</u>	<u>7.5%</u>
	<u>-\$-</u>	<u>-\$-</u>
A. Service Retirements and Beneficiaries	87,525,789	86,244,116
B. Disability Retirements	9,081,910	6,162,960
C. Vested Terminated Members	0	0
D. Active Members	<u>25,396,330</u>	<u>24,468,715</u>
E. Total	122,004,029	116,875,791
II. <u>Present Value of Non-Vested Accrued Benefits</u>	<u>4,952,024</u>	<u>5,186,505</u>
III. <u>Present Value of Accrued Benefits</u>	126,956,053	122,062,296
IV. The values of accumulated plan benefits were determined in accordance with the Academy of Actuaries Interpretations and ASC 960 (formerly FASB Statement No. 35, <u>Accounting and Reporting by Defined Benefit Pension Plans.</u>)		
V. <u>Statement of Changes in Accrued Benefits</u>		
A. Present Value of Accrued Benefits at Beginning of Prior Year		122,062,296
B. Increase (Decrease) During the Year Attributable to:		
1. Benefits Accumulated		6,126,282
2. Benefits Paid and Contributions Refunded		(10,015,278)
3. Assumption Changes		0
4. Plan Amendments		3,653
5. Increase Due to Decrease in Discount Period		<u>8,779,100</u>
6. Net Increase		4,893,757
C. Present Value of Accrued Benefits at Valuation Date		126,956,053

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Funding Progress
(\$000)

	<u>10/01/2014</u>	<u>10/01/2013</u>	<u>10/01/2012</u>
	-\$-	-\$-	-\$-
I. <u>Assets</u>			
A. Actuarial Value	197,437	186,095	179,510
B. Market Value	212,437	198,442	181,762
II. <u>Liabilities</u>			
A. Retired and Vested	229,937	219,838	213,195
B. Active			
Employee Contributions	14,198	14,765	15,326
Other Vested	18,287	19,925	32,565
Non-Vested Accrued	<u>6,118</u>	<u>7,859</u>	<u>2,096</u>
C. Total Accrued	268,540	262,387	263,182
III. <u>Ratios</u>	%	%	%
IA/IIC	73.5	70.9	68.2
IB/IIC	79.1	75.6	69.1

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Member Statistics

I. Active Members

	<u>Valuation Date</u>		
	<u>10/01/2014</u>	<u>10/01/2013</u>	<u>10/01/2012</u>
<u>Number</u>	163	165	182
<u>Averages</u>			
Current Age	38.9	39.6	39.1
Past Service	11.0	11.9	11.8
Annual Earnings	\$80,158	\$78,476	\$79,302

II. Inactive Members

A. Retirees, Beneficiaries and DROP

Number (DROP)	44	49	46
Number (Retirees and Beneficiaries)	319	308	301
Average Annual Benefit	\$49,336	\$48,178	\$46,911
Average Age	62.2	61.6	61.2

B. Disabled

Number	30	26	25
Average Annual Benefit	\$53,218	\$50,823	\$48,305
Average Age	56.0	56.8	55.6

C. Vested Terminated

Number	2	1	1
Average Annual Benefit	\$46,630	\$32,917	\$32,917
Average Age	45.7	45.6	44.6

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Age-Service Distribution as of October 1, 2014

Fire

<u>Age</u>	<u>Completed Years of Service</u>							<u>Total</u>	<u>Earnings</u>	
	<u>0-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30+</u>		<u>Total</u>	<u>Avg.</u>
									<u>-\$-</u>	<u>-\$-</u>
15-24	4	-	-	-	-	-	-	4	228,848	57,212
25-29	13	7	-	-	-	-	-	20	1,234,937	61,747
30-34	7	13	11	-	-	-	-	31	2,322,763	74,928
35-39	1	10	21	-	-	-	-	32	2,542,971	79,468
40-44	-	6	21	6	3	-	-	36	3,060,317	85,009
45-49	1	1	9	4	1	-	-	16	1,404,461	87,779
50-54	-	1	4	3	2	-	-	10	927,548	92,755
55-59	-	-	-	-	-	-	-	-	-	-
60-64	-	1	-	-	-	-	-	1	103,013	103,013
65+	-	-	-	-	-	-	-	-	-	-
TOTAL	26	39	66	13	6	-	-	150	11,824,858	78,832

Average Age: 38.2

Average Service: 10.2

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Age-Service Distribution as of October 1, 2014

Police

<u>Age</u>	<u>Completed Years of Service</u>							<u>Total</u>	<u>Earnings</u>	
	<u>0-4</u>	<u>5-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30+</u>		<u>Total</u>	<u>Avg.</u>
									<u>-\$-</u>	<u>-\$-</u>
15-24	-	-	-	-	-	-	-	-	--	--
25-29	-	-	-	-	-	-	-	-	--	--
30-34	-	-	-	-	-	-	-	-	--	--
35-39	-	-	-	2	-	-	-	2	189,458	94,729
40-44	-	-	-	1	2	-	-	3	346,043	115,348
45-49	-	-	-	2	3	1	-	6	540,635	90,106
50-54	-	-	-	2	-	-	-	2	164,758	82,379
55-59	-	-	-	-	-	-	-	-	--	--
60-64	-	-	-	-	-	-	-	-	--	--
65+	-	-	-	-	-	-	-	-	--	--
TOTAL	-	-	-	7	5	1	-	13	1,240,894	95,453

Average Age: 46.2

Average Service: 20.5

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Reconciliation of Participant Counts

	<u>Fire</u>				
	<u>Actives</u>	<u>Retirees & Beneficiaries</u>	<u>DROP</u>	<u>Disabled</u>	<u>Vested Terminated</u>
10/01/2013	144	107	43	11	0
Changes due to:					
Retirement	(2)	2			
Termination – Refund	(1)				
Vested Termination					
Disability	(1)	(3)		4	
Death		(1)		(1)	
DROP Entry	(4)		4		
DROP Exit		10	(10)		
New Beneficiary					
New Hires	14				
Data Changes					
	—	—	—	—	—
10/01/2014	150	115	37	14	0

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Reconciliation of Participant Counts

Police

	<u>Actives</u>	<u>Retirees & Beneficiaries</u>	<u>DROP</u>	<u>Disabled</u>	<u>Vested Terminated</u>
10/01/2013	21	201	6	15	1
Changes due to:					
Retirement	(4)	4			
Termination – Refund					
Vested Termination	(1)				1
Disability	(1)			1	
Death		(4)			
DROP Entry	(2)		2		
DROP Exit		1	(1)		
New Beneficiary		2			
New Hires					
Data Changes					
	_____	_____	_____	_____	_____
10/01/2014	13	204	7	16	2

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Reconciliation of Participant Counts

	<u>Total</u>				
	<u>Actives</u>	<u>Retirees & Beneficiaries</u>	<u>DROP</u>	<u>Disabled</u>	<u>Vested Terminated</u>
10/01/2013	165	308	49	26	1
Changes due to:					
Retirement	(6)	6			
Termination – Refund	(1)				
Vested Termination	(1)				1
Disability	(2)	(3)		5	
Death		(5)		(1)	
DROP Entry	(6)		6		
DROP Exit		11	(11)		
New Beneficiary		2			
New Hires	14				
Data Changes					
	_____	_____	_____	_____	_____
10/01/2014	163	319	44	30	2

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions

Ordinances and Effective Date:	Plan established under the Code of Ordinances for the City of Pompano Beach, Florida, Sections 34.045-34.073 and was most recently amended under Ordinance No. 2014-61, passed and adopted on September 23, 2014. The Plan is also governed by certain provisions of Chapters 175 and 185, <u>Florida Statutes</u> , Part VII, Chapter 112, <u>Florida Statutes</u> (F.S.) and the Internal Revenue Code.
Effective Date:	August 15, 1972.
Plan Year:	October 1 through September 30.
Type of Plan:	Qualified, governmental defined benefit retirement plan; for GASB purposes it is a single employer plan.
Eligibility Requirements:	<ol style="list-style-type: none">(1) All Police Officers and Dispatchers who were participants of the prior Employees' Pension Plan and(2) Police Officers and Dispatchers who elected to remain in the Plan prior to the takeover of the police department by the Broward Sheriff's Office on 8/1/99.(3) All Firefighters who were participants in the prior Employees' Pension Plan; and(4) All regular, full time Firefighters (20 hours per week and 5 months per year) from age 18, upon date of employment.
Continuous Service:	Continuous Service is measured as the total number of years and completed months from the date of employment to the date of termination or retirement. No service is credited for any periods of employment for which a member received a refund of contributions.
Earnings:	<p>Police Officers: Basic compensation and regular longevity pay, increased for temporary upgrade pay. Also includes up to 25 hours per year of overtime pay.</p> <p>Firefighters: Basic compensation and regular longevity pay, increased for temporary upgrade pay.</p>

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions
(Continued)

Average Monthly
Earnings (AME)

For members hired before May 27, 2014:
The average of Earnings during the highest 3 years preceding
termination; not including lump sum payments of unused leave.

For members hired after May 27, 2014:

The average of Earnings during the highest 5 years preceding
termination; not including lump sum payments of unused leave.

Normal Retirement:

Eligibility:

A member hired before May 27, 2014 may retire on the first day of the
month coincident with or next following the earlier of:

- (1) age 47 with 20 years of Continuous Service, or
- (2) age 55 with 10 years of Continuous Service.

A Firefighter member hired on or after May 27, 2014 may retire on the
first day of the month coincident with or next following the earlier of:

- (1) age 50 with 20 years of Continuous Service, or
- (2) age 55 with 10 years of Continuous Service.

Police Benefit: 3.0% of AME multiplied by years of Continuous Service
up to a maximum of 25 years, plus 2.0% of AME multiplied by years of
Continuous Service in excess of 37.5.

Firefighter Benefit: 3.0% of AME multiplied by the first 10 years
Continuous Service, plus 4.0% of AME multiplied by the next 10 years,
plus 2.0% of AME multiplied by the next 5 years with a maximum
benefit equal to 80% of AME; plus 2% of AME multiplied by each year
of service in excess of 40.

Normal Form of Benefit: 10 Years Certain and Life; other options are
also available.

COLA: Beginning five years after benefit payments begin, retirees
receive an automatic annual increase of 2% on each October 1. An
additional annual increase of up to 1% is payable if certain conditions are
met.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions
(Continued)

Early Retirement:

Eligibility: A member may elect to retire earlier than the Normal Retirement Eligibility upon the completion of 20 years of Continuous Service or the attainment of age 50 with 10 years of Continuous Service.

Benefit: The member's accrued Normal Retirement Benefit based upon the member's AME and Continuous Service as of the date of termination. Benefit is actuarially reduced for each year by which the Early Retirement date precedes the member's Normal Retirement date. The Early Retirement reduction is 3% per year if early retirement occurs after age 50.

Normal Form of Benefit: 10 Years Certain and Life; other options are also available.

COLA: Beginning five years after benefit payments begin, retirees receive an automatic annual increase of 2% on each October 1. An additional annual increase of up to 1% is payable if certain conditions are met.

Delayed Retirement:

Same as Normal Retirement taking into account compensation earned and service credited until the date of actual retirement.

**Service Connected
Disability:**

Eligibility: Any active member who becomes totally and permanently disabled and unable to perform regular duties or any other duties available in the Department from an act occurring in the performance of duty for the City is eligible for a disability benefit.

Benefit:

75% of rate of Earnings in effect on the date of disability (for Firefighters, not to be less than the accrued benefit).

Normal Form of Benefit: Benefits begin on the first day of the month following the date the Board approves the disability and are payable until death or recovery from disability. If the member dies before receiving payments for 10 years, the member's designated beneficiary will receive the same monthly benefit for the remainder of the 10 year period. Other options are also available.

COLA: Beginning five years after benefit payments begin, retirees receive an automatic annual increase of 2% on each October 1. An additional annual increase of up to 1% is payable if certain conditions are met.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions
(Continued)

Non-Service

Connected Disability:

Eligibility: Any active member with 10 or more years of Continuous Service who becomes totally and permanently disabled and unable to perform regular duties or any other duties available in the Department from an act not directly caused by the performance of duty for the City is eligible for a disability benefit.

Benefit: 3.0% of AME multiplied by years of Continuous Service subject to a maximum of 60% of the rate of Earnings on the date of disability, plus 2.0% of AME multiplied by years of Continuous Service in excess of 25. Disability benefit is guaranteed to be no less than 25% of AME.

Normal Form of Benefit: Benefits begin on the first day of the month following the date the Board approves the disability and are payable until death or recovery from disability. If the member dies before receiving payments for 10 years, the member's designated beneficiary will receive the same monthly benefit for the remainder of the 10 year period. Other options are also available.

COLA: Beginning five years after benefit payments begin, retirees receive an automatic annual increase of 2% on each October 1. An additional annual increase of up to 1% is payable if certain conditions are met.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions

(Continued)

Death in the
Line of Duty:

Eligibility: Any member who dies as a direct result of an occurrence arising in the performance of service for the City is eligible for survivor benefits.

Benefit: (1) \$5,000 lump sum paid to the member's designated beneficiary;
plus
(2) Member's spouse will receive 75% of member's Earnings; plus
(3) Each unmarried child under age 18 (22 if full-time student) will receive 7 ½% of member's Earnings. If there is no spouse, benefits increase to 15% per child.

Maximum benefit to spouse and children is 90% of earnings; if no spouse, maximum for children is 50% of Earnings.

Normal Form of Benefit: Spouse's benefits are paid until death or remarriage; children's benefits are paid until the earlier of age 18 (22 if full-time student), marriage or death.

COLA: Beginning five years after benefit payments begin, beneficiaries receive an automatic annual increase of 2% on each October 1. An additional annual increase of up to 1% is payable if certain conditions are met.

Other Pre-
Retirement Death:

Eligibility: Any member with 1 or more years of Continuous Service who dies while employed by the City is eligible for survivor benefits.

Benefit: (A) For members with less than 1 year of Continuous Service, no survivor benefits are payable.

(B) For members with 1 year, but less than 5 years, of Continuous Service, the designated beneficiary will be paid a \$5,000 lump sum.

I For members with 5 years, but less than 10 years, of Continuous Service:

(1) \$5,000 lump sum paid to the member's designated beneficiary;
plus
(2) Member's spouse will receive 65% of member's accrued pension as of the date of death subject to a minimum of 20% of AME; plus
(3) Each unmarried child under age 18 (22 if full-time student) will receive 7 ½% of member's Earnings. If there is no spouse, benefits increase to 15% of member's Earnings per child.

Maximum benefit to spouse and children is 50% of earnings.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions

(D) For members with 10 or more years of Continuous Service, the designated beneficiary can elect to receive benefits described under subsection I above or the member's accrued benefit as of the date of death. Benefits are payable at the member's Normal or Early Retirement date and will be reduced for Early Retirement, when applicable.

Normal Form of Benefit: Spouse's benefits are paid until death or remarriage; children's benefits are paid until the earlier of age 18 (22 if full-time student), marriage or death.

COLA: Beginning five years after benefit payments begin, beneficiaries receive an automatic annual increase of 2% on each October 1. An additional annual increase of up to 1% is payable if certain conditions are met.

Post Retirement Death: Benefit determined by the form of benefit elected upon retirement.

Optional Forms: In lieu of electing the Normal Form of benefit, the optional forms of benefits available to all retirees are a Single Life Annuity option or the 50%, 66 2/3%, 75% or 100% Joint and survivor options.

Vested Termination: Eligibility: A member has earned a non-forfeitable right to Plan benefits after the completion of 10 years of Credited Service (See vesting table below).

Years of Credited Service	% of Normal Retirement Benefits
Less Than 10	0%
10 or more	100%

Benefit: The member's accrued Normal Retirement Benefit as of the date of termination. Benefit begins on the member's Normal Retirement date. Alternatively, members may elect to receive an actuarially reduced Early Retirement Benefit.

Normal Form of Benefit: 10 Years Certain and Life thereafter; other options are also available.

COLA: Beginning five years after benefit payments begin, retirees receive an automatic annual increase of 2%. An additional annual increase of up to 1% is payable if certain conditions are met.

Plan members with less than 10 years of Credited Service will receive a refund of accumulated contributions with interest.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions
(Continued)

- Refunds:** Eligibility: All members terminating employment with less than 10 years of Credited Service are eligible. Optionally, vested members (those with 10 or more years of credited service) may elect a refund in lieu of the vested benefits otherwise due.
- Benefit: Refund of the member's contributions with interest. Interest is currently credited at a rate of 3%.
- Member Contributions:** Police: 8.6% of Earnings, paid by BSO.
Firefighters: 11.6% of Earnings "picked up" by the City, reduced to 0.5% after 25 years of service and reaching maximum benefit of 80%, reverting back to 11.6% if member does not enter DROP.
- Employer Contributions:** Chapters 175 and 185 Premium Tax Refunds and any additional amount determined by the actuary needed to fund the plan properly according to State laws.
- Cost of Living Increases:** Beginning five years after benefit payments begin, retirees and their beneficiaries receive an automatic annual increase of 2% on each October 1. An additional annual increase of up to 1% is payable if certain conditions are met.
- Deferred Retirement Option Plan:** Eligibility: Plan members hired before May 27, 2014 are eligible for the DROP on the first day of the month coincident with or next following the earlier of:
- (1) age 47 with 20 years of Continuous Service, or
 - (2) age 55 with 10 years of Continuous Service.
- Plan members hired after May 27, 2014 are eligible for the DROP on the first day of the month coincident with or next following the earlier of:
- (1) age 50 with 20 years of continuous service, or
 - (2) age 55 with 10 years of continuous service.
- Members who meet eligibility must submit a written election to participate in the DROP.
- Benefit: The member's Credited Service and AFC are frozen upon entry into the DROP. The monthly retirement benefit as described under Normal Retirement is calculated based upon the frozen Credited Service and AFC.
- In addition, the members accumulated sick and annual leave pay will be paid in 5 equal annual installments on the member's DROP participation anniversary dates.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Principal System Provisions
(Continued)

Maximum DROP Period: 60 months for Police, 96 months for Firefighters.

Interest Credited: The member's DROP account is credited or debited quarterly at a rate equal to one of the following as elected by the member:

- (1) the actual net rate of investment return realized by the Plan for that quarter, or
- (2) a rate set quarterly by the Board of Trustees, or
- (3) the actual net rate of investment return realized by a separate investment account made available by the Board of Trustees but the investment proportions designated by the member.

Normal Form of Benefit: The member's DROP account is paid out under one of the following options as elected by the member:

- (1) a full single lump sum payment, or
- (2) annual installments in amounts as requested by the member by June 30th of each year, or
- (3) equal monthly installments as requested by the member by June 30th of each year, or
- (4) a single lump sum of the remaining balance after any annual or monthly installments have been made under options (2) or (3) above.

COLA: Beginning five years after benefit payments begin, retirees receive an automatic annual increase of 2% on each October 1. An additional annual increase of up to 1% is payable if certain conditions are met. For Firefighters, if participant leaves the DROP after five years, the COLA begins when participant leaves the DROP.

Other Ancillary Benefits: There are no ancillary retirement type benefits not required by statutes but which might be deemed a City of Pompano Beach Police Officers' and Firefighters' Retirement Plan liability if continued beyond the availability of funding by the current funding source.

Changes from
Previous Valuation:

For members hired after May 27, 2014: Retirement and DROP eligibility is changed to the earlier of the following:

- (1) age 50 with 20 years of continuous service, or
- (2) age 55 with 10 years of continuous service;

and Average Monthly Earnings (AME) shall be based on the highest 5 years preceding termination.

For firefighters, the service connected disability benefits will not be less than the accrued benefit.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Actuarial Basis

Valuation Date: October 1, 2014 for Fiscal Year beginning October 1, 2015.

Valuation Method: Individual Entry Age Normal Cost Method; Closed Group; All new bases are to be amortized over 30 years from the date established.

Asset Valuation Method: 20% Phase-In Method: Actuarial value of assets is equal to expected value phase in the difference between the expected investment earnings and actual investment earnings at the rate of 20% per year. The result cannot be greater than 120% of market value or less than 80% of market value.

Actuarial Assumptions:

Investment Discount/
Investment Return: 7.5%, compounded annually, net of investment expenses.

Salary Increases: 2.5%, compounded annually for inflation plus a seniority/merit scale using the following representative rates:

<u>Merit and Seniority</u>	
<u>Years of Service</u>	
1	8.5%
2	7.5%
3	7.0%
4	6.0%
5	4.5%
6	4.5%
7	3.5%
8-20	1.5%
21 and Higher	0.5%

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Actuarial Basis

Mortality: RP-2000 Combined Mortality table for males and females set forward 5 years, with fully generational Scale AA mortality improvements:

<u>Age</u>	<u>Male</u>	<u>Female</u>
20	.0376%	.0207%
30	.0773%	.0475%
40	.1508%	.1124%
50	.3624%	.2717%
60	1.2737%	.9706%
70	3.7834%	2.8106%

Disabled Mortality: RP-2000 Disabled Mortality table for males and females, set forward 5 years, with fully generational Scale AA mortality improvements.

Retirement: Service based rates as follows:

<u>After First Eligibility for Normal Retirement</u>	<u>Police %</u>	<u>Fire %</u>
0	80	35
1	50	30
2	75	30
3	100	30
4		30
5+		100

DROP Participation: No distinction is made between retirement and DROP entry.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Actuarial Basis
(Continued)

Turnover:

Specimen rates are shown below:

<u>Years of Service</u>	<u>% of Active Members Separating Within Next Year</u>
1-49	5.0%
1-2	5.0
2-3	4.0
3-4	4.0
4-5	4.0
5-6	2.0
6-7	2.0
7-8	2.0
8-9	0.5
9-10	0.5

(For greater than 10 years service)

<u>Ages</u>	<u>% of Active Members Separating Within Next Year</u>
25-29	0.5%
30-34	0.5
35-39	0.5
40-44	0.5
45-49	0.5

Disability:

Specimen rates for all groups are shown below:

<u>Sample Ages</u>	<u>% Becoming Disabled Within Next Year</u>
25	0.15%
30	0.18
35	0.23
40	0.30
45	0.51
50	1.00
55	1.59

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Actuarial Basis
(Continued)

Type of Disability:	75% of the disabilities are expected to be service-connected disabilities, and 25% are expected to be non-service connected.
Recovery:	No probabilities of recovery are used.
Disability Offsets:	Disability benefits for service-incurred disabilities of active members are assumed to be offset by 50% of Workers' compensation benefits; benefits valued for disability retirees are net of all current offsets.
Workers' Compensation:	Current offsets are assumed to continue.
Type of Death:	75% of the assumed deaths are expected to be service-connected deaths and 25% are assumed to be non-service-connected.
DROP Participation:	No distinction is made between retirement and DROP entry.
Spouses' Ages:	Females are assumed to be 3 years younger than males.
Marital Status:	100% of employees are assumed to be married.
State Contributions:	Premium tax refunds under Chapters 175 and 185 are assumed to be the same as in the prior year.
Administrative Expenses:	One year term cost method, assumed to be equal to the average of the prior two years' expenses.
Withdrawal of Employee Contributions:	It is assumed that employees withdraw their contribution balances upon employment termination, if not vested. If vested, employees are assumed to not withdraw contributions, with monthly benefit deferred to age 52.
Military Buyback:	None.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Summary of Actuarial Basis
(Continued)

Adjustments from Valuation Date:	Expected interest and salary increases are added for one year from the valuation date.
Sources of Data:	Asset statements were provided by auditor; membership data was furnished by Plan Administrator.
Changes Since Prior Valuation:	None.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Information Under Florida Statutes

History of Economic Results

<u>Year Ending</u>	<u>Salary Increases</u>		<u>Investment Returns</u>		<u>Payroll Growth</u>	
	<u>Actual</u>	<u>Assumed</u>	<u>Actual</u> ⁽¹⁾	<u>Assumed</u>	<u>Actual</u>	<u>Assumed</u>
	-%-	-%-	-%-	-%-	-%-	-%-
9/30/14	5.5	5.2	10.0	7.5	0.9	N.A.
9/30/13	1.4	7.0	13.7	7.7	(9.0)	N.A.
9/30/12	1.6	6.9	16.8	7.9	(7.0)	N.A.
9/30/11	(1.5)	6.4	1.7	8.1	(7.7)	N.A.
9/30/10	5.0	6.5	10.4	8.3	(7.6)	N.A.
9/30/09	3.0	7.0	1.8	8.5	(4.0)	N.A.
9/30/08	7.4	7.0	(14.3)	8.5	(1.4)	N.A.
9/30/07	6.2	6.0	12.8	8.5	2.8	N.A.
9/30/06	4.3	6.0	6.2	8.5	0.2	N.A.
9/30/05	6.8	6.0	10.5	8.5	2.2	N.A.
9/30/04	6.8	6.0	9.6	8.5	1.2	N.A.
9/30/03	6.3	6.0	17.6	8.5	9.7	N.A.
9/30/02	5.7	6.0	(11.0)	8.5	3.1	N.A.
9/30/01	7.0	6.0	(10.3)	8.5	1.1	N.A.
9/30/00	10.5	6.0	12.7	8.0	11.4	N.A.
9/30/99	5.1	6.0	12.7	8.0	(11.6)	N.A.
9/30/98	5.8	6.3	6.8	8.0	0.2	N.A.
9/30/97	3.5	6.3	22.1	8.3	(2.7)	N.A.
9/30/96	6.0	7.0	12.4	8.3	(10.6)	N.A.
9/30/95	5.0	7.0	20.2	8.3	3.3	N.A.
9/30/94	5.7	7.0	(1.6)	8.5	4.5	N.A.
9/30/93	6.8	7.0	6.6	8.5	5.1	N.A.
9/30/92	5.6	7.0	11.4	8.5	4.1	N.A.
9/30/91	6.2	7.0	19.1	8.5	3.6	N.A.
9/30/90	4.7	7.0	5.5	8.5	8.3	N.A.
9/30/89	7.5	7.0	14.7	8.5	14.0	N.A.
9/30/88	8.6	7.0	2.0	8.5	9.8	N.A.

⁽¹⁾ Based on mean market asset values for periods ending 9/30. After 9/30/05, returns are net of investment expenses.

Amortization of Unfunded Liability

<u>Valuation Date</u>	<u>Unfunded Liability</u>	<u>Amortization</u>
	-\$-	-\$-
10/01/2014	81,841,009	6,314,322
10/01/2015	81,191,195	6,452,564
10/01/2016	80,344,027	6,663,482
10/01/2043	(337,982)	(337,982)

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Information to Comply with Florida SB 534 (as interpreted)

	Valuation ⁽¹⁾ 7.50%	200 bp ⁽²⁾ 5.50%	Funding Rate ⁽²⁾ 7.50%	+ 200 bp ⁽²⁾ 9.50%
I. Total Pension Liability				
a. Service Cost	3,645,948	3,645,948	3,645,948	3,645,948
b. Interest	21,340,649	21,340,649	21,340,649	21,340,649
c. Benefit changes	0	0	0	0
d. Difference between expected and actuarial experience	(1,213,699)	(1,213,699)	(1,213,699)	(1,213,699)
e. Changes in assumptions	0	110,807,968	30,665,676	(24,652,298)
f. Benefit payments	(20,619,415)	(20,619,415)	(20,619,415)	(20,619,415)
g. Contribution refunds	(59,422)	(59,422)	(59,422)	(59,422)
h. Net change in pension liability	3,094,061	113,902,029	33,759,737	(21,558,237)
i. Total pension liability – beginning of year	291,235,461	291,235,461	291,235,461	291,235,461
j. Total pension liability – end of year	294,329,522	405,137,490	324,995,198	269,677,224
II. Plan fiduciary net position				
a. Contributions – Employer	9,722,948	9,722,948	9,722,948	9,722,948
b. Contributions – State	1,422,685	1,422,685	1,422,685	1,422,685
c. Contributions – Member	2,219,537	2,219,537	2,219,537	2,219,537
d. Net investment income	22,149,737	22,149,737	22,149,737	22,149,737
e. Benefit payments	(20,619,415)	(20,619,415)	(20,619,415)	(20,619,415)
f. Contribution refunds	(59,422)	(59,422)	(59,422)	(59,422)
g. Administrative expense	(581,767)	(581,767)	(581,767)	(581,767)
h. Other	17,738	17,738	17,738	17,738
i. Net change in plan fiduciary net position	14,272,041	14,272,041	14,272,041	14,272,041
j. Plan fiduciary net position – beginning of year	218,765,571	218,765,571	218,765,571	218,765,571
k. Plan fiduciary net position – end of year	233,037,612	233,037,612	233,037,612	233,037,612
III. Net pension liability/(asset) [1;-2k]	61,291,910	172,009,878	91,957,586	36,639,612
IV. Funded Ratio	79.18%	57.52%	71.70%	86.41%
V. Years that Assets support expected benefit payments	13	12	14	16
VI. Recommended Contribution				
- Annual Dollar Value	8,062,921	15,730,085	10,191,957	5,446,988
- Percentage of Payroll	60.64%	118.30%	76.65%	40.97%

(1) This information is based on the assumptions noted in Exhibit 8.

(2) This information is based on the assumptions noted in Exhibit 8 except for the interest rate as noted above and the mortality table of RP 2000 with generational projection using Scale AA.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Sustainment of Expected Benefit Payments

Mortality: Valuation
Interest: 7.50%

<u>Year</u>	<u>Market Value of Assets</u>	<u>Investment Return</u>	<u>Benefit Payments</u>
	-\$-	-\$-	-\$-
1	212,436,735 ⁽¹⁾	14,473,407	39,632,444 ⁽¹⁾
2	187,277,698	13,307,018	20,064,315
3	180,520,401	12,783,614	20,515,299
4	172,788,716	12,181,880	21,108,907
5	163,861,689	11,498,604	21,482,293
6	153,878,000	10,740,747	21,728,892
7	142,889,855	9,893,682	22,352,281
8	130,431,256	8,939,428	22,891,593
9	116,479,091	7,869,380	23,533,487
10	100,814,984	6,676,054	24,036,396
11	83,454,642	5,351,033	24,660,894
12	64,144,781	3,877,343	25,352,064
13	42,670,060	2,248,540	25,846,313
14	19,072,287		26,306,211

⁽¹⁾ Assets and benefit payments include the DROP balance at 9/30/2014.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Sustainment of Expected Benefit Payments

Mortality: SB534

Interest: 5.50%

<u>Year</u>	<u>Market Value of Assets</u>	<u>Investment Return</u>	<u>Benefit Payments</u>
	-\$-	-\$-	-\$-
1	212,436,735 ⁽¹⁾	10,607,673	39,670,874 ⁽¹⁾
2	183,373,534	9,537,505	20,199,047
3	172,711,992	8,935,996	20,756,494
4	160,891,494	8,266,461	21,471,807
5	147,686,148	7,526,404	21,979,042
6	133,233,510	6,720,935	22,368,790
7	117,585,655	5,839,231	23,145,432
8	100,279,454	4,868,267	23,850,247
9	81,297,474	3,801,985	24,671,152
10	60,428,307	2,635,449	25,361,558
11	37,702,198	1,363,060	26,189,109
12	12,876,149		27,096,348

⁽¹⁾ Assets and benefit payments include the DROP balance at 9/30/2014.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Sustainment of Expected Benefit Payments

Mortality: SB534
Interest: 7.50%

<u>Year</u>	<u>Market Value of Assets</u> -\$-	<u>Investment Return</u> -\$-	<u>Benefit Payments</u> -\$-
1	212,436,735 ⁽¹⁾	14,471,992	39,670,874 ⁽¹⁾
2	187,237,853	13,299,068	20,199,047
3	180,337,874	12,761,044	20,756,494
4	172,342,424	12,135,045	21,471,807
5	163,005,662	11,416,111	21,979,042
6	152,442,731	10,609,540	22,368,790
7	140,683,481	9,698,998	23,145,432
8	127,237,047	8,664,563	23,850,247
9	112,051,363	7,495,409	24,671,152
10	94,875,620	6,181,806	25,361,558
11	75,695,868	4,712,853	26,189,109
12	54,219,612	3,068,727	27,096,348
13	30,191,991	1,240,139	27,816,481
14	3,615,649		28,513,943

⁽¹⁾ Assets and benefit payments include the DROP balance at 9/30/2014.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Sustainment of Expected Benefit Payments

Mortality: SB534
Interest: 9.50%

<u>Year</u>	<u>Market Value of Assets</u>	<u>Investment Return</u>	<u>Benefit Payments</u>
	<u>-\$-</u>	<u>-\$-</u>	<u>-\$-</u>
1	212,436,735 ⁽¹⁾	18,339,870	39,670,874 ⁽¹⁾
2	191,105,731	17,217,355	20,199,047
3	188,124,039	16,908,216	20,756,494
4	184,275,761	16,509,423	21,471,807
5	179,313,377	16,014,449	21,979,042
6	173,348,784	15,429,720	22,368,790
7	166,409,714	14,734,455	23,145,432
8	157,998,737	13,902,692	23,850,247
9	148,051,182	12,919,566	24,671,152
10	136,299,596	11,771,115	25,361,558
11	122,709,153	10,441,606	26,189,109
12	106,961,650	8,903,477	27,096,348
13	88,768,779	7,141,724	27,816,481
14	68,094,022	5,145,244	28,513,943
15	44,725,323	2,894,210	29,181,895
16	18,437,638		29,845,157

⁽¹⁾ Assets and benefit payments include the DROP balance at 9/30/2014.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

History of Salary Increases for
Participants Continuing from Prior
Valuation Who are Under Assumed Retirement Age

Plan Year Ending	<u>Average Salary Increase</u>	
	Police %	Fire %
2014	3.7	5.7
2013	(0.8)	1.8
2012	0.5	1.9
2011	(1.7)	(1.5)
2010	10.2	3.0
2009	4.7	2.2
2008	4.7	8.9
2007	4.4	7.3
2006	3.9	4.5
2005	4.4	8.8
2004	5.5	8.1
2003	5.3	7.3
2002	7.4	4.1
2001	2.0	12.7
2000	12.7	7.7
1999	4.9	5.5
1998		5.8
1997		3.5
1996		6.0
1995		5.0
1994		5.7
1993		6.8
1992		5.6
1991		6.2
1990		4.7
1989		7.5
1988		8.6
1987		8.1
1986		8.2
1985	5.1	6.6
1984	7.9	10.0
1983	7.2	8.8
1982	10.7	12.3
1981	11.1	11.8

Notes: Information prior to 2012 from prior actuary.

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

History of Premium Tax Refunds
(175 and 185 Combined)

<u>Year</u>	<u>Amount</u> -\$-	<u>Increase (Decrease) Over</u> <u>Previous Year</u> -%-
2014	2,219,537	3.1
2013	2,152,520	5.8
2012	2,034,578	(0.9)
2011	2,052,947	9.0
2010	1,884,143	(21.8)
2009	2,408,197	5.8
2008	2,276,364	23.9
2007	1,837,189	4.3
2006	1,762,094	5.3
2005	1,672,927	0.0
2004	1,673,071	6.8
2003	1,567,239	5.8
2002	1,481,280	(0.2)
2001	1,484,938	20.0
2000	1,237,362	3.4
1999	1,197,163	(0.3)
1998	1,201,010	9.2
1997	1,099,822	7.4
1996	1,023,764	11.7
1995	916,244	2.0
1994	898,599	18.3
1993	759,379	1.6
1992	747,284	(4.7)
1991	783,811	(1.1)
1990	792,414	2.5
1989	772,806	3.0
1988	750,608	11.2
1987	674,924	14.5
1986	589,432	31.5
1985	448,273	9.1
1984	410,800	5.9
1983	387,786	9.2
1982	355,199	8.8
1981	326,419	9.3
1980	298,540	5.4
1979	283,243	13.8
1978	248,946	12.0
1977	222,228	21.1
1976	183,470	13.5
1975	161,588	14.5
1974	71,441	(1.0)
1973	71,948	40.0
1972	51,574	(9.0)
1971	56,680	23.0
1970	46,131	34.0
1969	34,542	9.0
1968	31,722	7.0
1967	29,553	6.0
1966	27,812	12.0
1965	24,906	3.0
1964	24,196	7.0
1963	22,626	15.0
1962	19,754	(14.0)
1961	23,089	16.0
1956-60	84,097	--
1951-55	36,833	--
1946-50	18,565	--
1940-45	9,840	--

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Asset Allocation

	<u>Police</u>	<u>Fire</u>	<u>Total</u>
Actuarial Value at 10/1/13	95,959,296	110,459,596	206,418,892
Contribution by			
- Members	135,811	1,286,874	1,422,685
- City	-	4,987,315	4,987,315
- BSO	4,735,633	-	4,735,633
- State	<u>926,201</u>	<u>1,293,336</u>	<u>2,219,537</u>
- Total	5,797,645	7,567,525	13,365,170
Net Earnings Recognized	9,001,119	10,513,013	19,514,132
Disbursements			
- Benefit Payment	10,663,559	9,955,856	20,619,415
- Refunds	-	59,422	59,422
- Administrative Expenses	<u>268,347</u>	<u>313,420</u>	<u>581,767</u>
- Total	10,931,906	10,328,698	21,260,604
Actuarial Value at 10/1/14	99,826,154	118,211,436	218,037,590
DROP Account Balance	5,711,566	14,202,042	19,913,608
State Contribution Reserve	215,163	472,106	687,269
Adjusted Actuarial Value at 10/1/14	93,899,425	103,537,288	197,436,713

**POMPANO BEACH
POLICE AND FIREFIGHTERS'
RETIREMENT SYSTEM**

Disclosure Information under GASB 27

Net Pension Obligation

Employer FYE September 30	2014	2013	2012
Annual Required Contribution (ARC) ⁽¹⁾	9,722,948	8,121,441	5,527,605
Interest on Net Pension Obligation (NPO)	(47,338)	(47,706)	(50,932)
Adjustment to ARC	(40,486)	(36,084)	(76,081)
Annual Pension Cost (APC)	9,716,096	8,109,819	5,552,754
Contributions Made	9,722,948	8,121,441	5,527,605
Increase (decrease) in NPO	(6,852)	(11,622)	25,149
NPO at beginning of year	(631,177)	(619,555)	(644,704)
NPO at end of year	(638,029)	(631,177)	(619,555)

⁽¹⁾ Excludes expected State contribution.

Schedule of Employer Contributions

<u>Year Ended September 30</u>	<u>Annual Required Contribution (ARC) (\$)</u>	<u>Annual Pension Cost (APC) (\$)</u>	<u>Actual Contribution (\$)</u>	<u>Percentage of ARC Contributed (%)</u>	<u>Percentage of APC Contributed (%)</u>	<u>Net Pension Obligation (NPO) (\$)</u>
2012	5,527,605	5,552,754	5,527,605	100.0	99.5	(619,555)
2013	8,121,441	8,109,819	8,121,441	100.0	100.1	(631,177)
2014	9,722,948	9,716,096	9,722,948	100.0	100.1	(638,029)



REQUESTED COMMISSION ACTION:

 Consent x Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, 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>3-16-15</u>	APPROVE	<u>Alessandra Delfico</u>
Public Works	<u>3/9/15</u>	APPROVE	<u>Robert McCaughan</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
 X City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading <u>3/24/15</u> Approved	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>4/14/15</u>	_____	_____	_____



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

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 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.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That an agreement between the City of Pompano Beach and Chen Moore and Associates, Inc. for engineering services for Avondale Stormwater Improvement Project, 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 Chen Moore and Associates, 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.

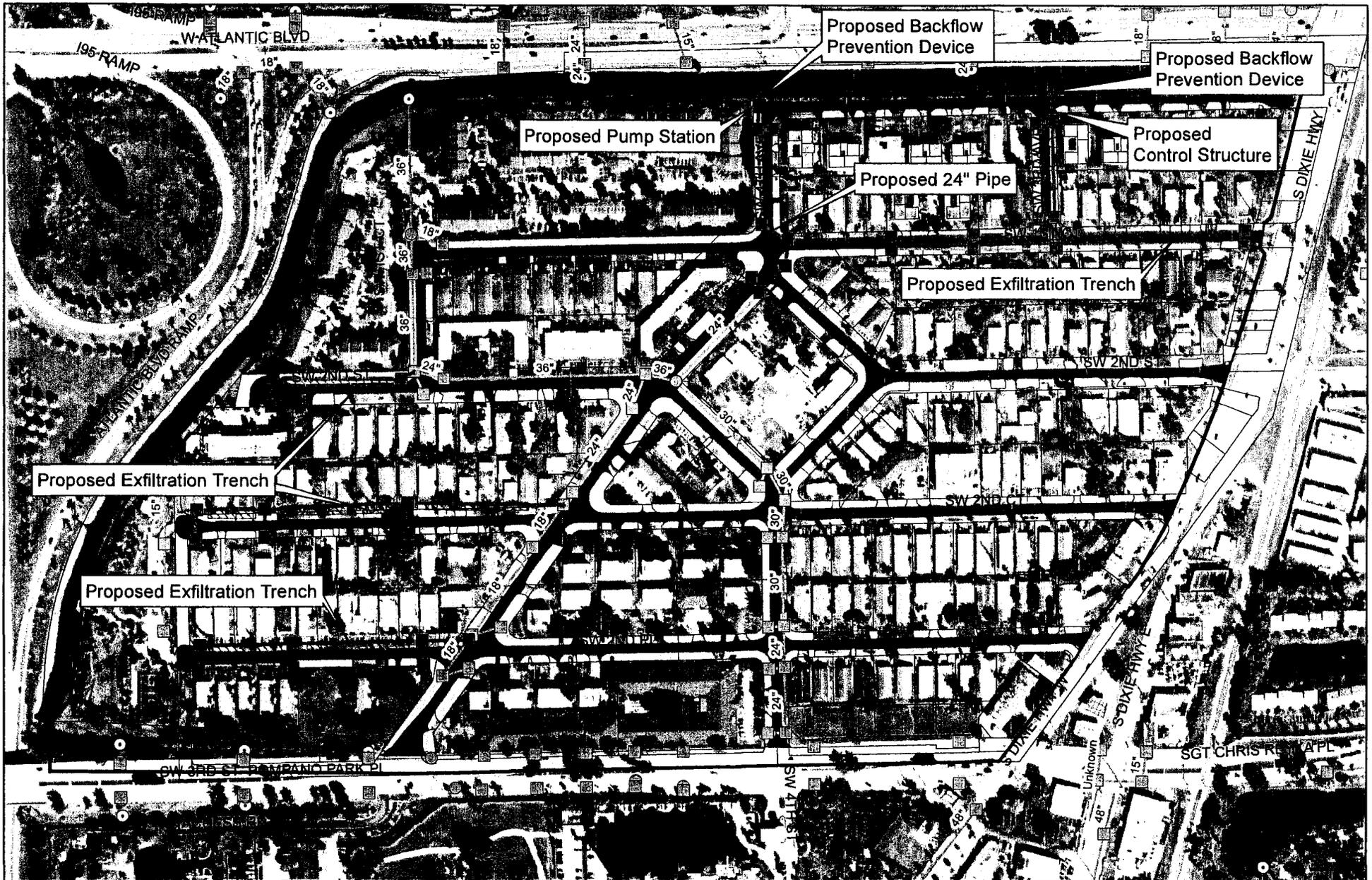
PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

GBL/jrm
2/23/15
l:reso/2015-219

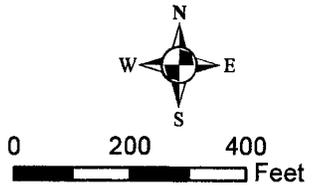


- Legend**
- Proposed Outfall
 - Proposed Manhole
 - Proposed Inlet
 - ▲ Proposed Backflow Prevention
 - Proposed Pipe
 - Pump Station
 - ▨ Proposed Exfiltration Trench
 - ▣ Existing Inlet
 - ⊕ Existing Manhole
 - Existing Outfall
 - Existing Storm Pipe
 - ▭ Proposed Swale
 - ▭ Roadway Overlay
 - ▭ Avondale



City of Pompano Beach
Avondale Stormwater Improvements

Figure 4-14: Recommended Alternative



**CITY OF POMPANO BEACH,
FLORIDA**

CONSULTANT AGREEMENT

with

Chen Moore and Associates, Inc.



Florida's Warmest Welcome

**CONTRACT FOR ENGINEERING SERVICES
for**

Avondale Stormwater Improvement Project

RFI T-02-14

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2015, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and Chen Moore and Associates, Inc. () an individual, () a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RFP T-02-14 for project 14248 Avondale Stormwater Improvements attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Jason McClair

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on March 24th, 2015 and complete all services by December 31st, 2017 .

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in the Scope attached.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will complete the services specified in Exhibit B during the term of this Agreement set forth in Article 2, above.

B. Price Formula. City agrees to pay Consultant for the services set forth in this Agreement as follows:

Payment of a Not to Exceed Fee of \$ 178,655 .

C. The total amount to be paid by the City under this Contract for all services and materials including "out of pocket" expenses (specified in Paragraph E below) and also including any approved subcontracts shall not exceed a total contract amount of One hundred seventy

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

with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars (\$10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in

effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit C.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services in the performance of the contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

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:

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.

"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

"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
FORT 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
l:agr/engr/Master Contracts/Master Contract - Single Project



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 4401 West Kennedy Blvd Suite 200 Tampa FL 33609		CONTACT NAME: Joan Randolph PHONE (A/C No. Ext): (800) 845-8437 FAX (A/C No.): (888) 883-8680 E-MAIL ADDRESS: JoanR@lassiter-ware.com	
INSURED Chen Moore and Associates 500 West Cypress Creek Road Suite 630 Fort Lauderdale FL 33309		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Crum & Forster Specialty	NAIC # 44520
		INSURER B: Phoenix Insurance Company	NAIC # 25623
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 Cert **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	INSR. WORD	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			EPK106673	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA4C59355815GRP	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EPK102296	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	DED RETENTION \$ 0						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	KDTAN0B3984T71015	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIAB LIMITS INCL WITH GENERAL LIAB			EPK106673 CLAIMS MADE FORM	1/1/2015	1/1/2016	EACH CLAIM \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an additional insured under the terms and conditions of the General Liability policy with respect to work performed by the named insured as required by written contract.

CERTIFICATE HOLDER City of Pompano Beach 1190 NE 3d Ave. Building C Pompano Beach, FL 33060	APPROVED RISK MANAGEMENT ON: 02/25/15 BY: JFM.	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 P Schmalz/JOANR <i>Patricia Ann Schmalz</i>

ACORD 26 (2010/05)
INS025 (201005) 01

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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**

October 21, 2013

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR LETTERS OF INTEREST (RLI)

T-02-14

AVONDALE NEIGHBORHOOD STORMWATER IMPROVEMENTS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach invites qualified engineering firms to submit Letters of Interest, qualifications and experience for consideration to provide professional engineering services to the City for Avondale Park Neighborhood Storm Water Improvements.

The City will receive sealed proposals until 2:00 p.m. (local), November 19, 2013, 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

1. Scope Of Services

The City intends to issue a single contract to an engineering firm to provide professional engineering services to the City for the design, bidding, and construction phase services for storm water improvements. The total project is estimated to be in excess of \$2,000,000.

The Avondale Neighborhood was identified as a priority drainage basin in need of stormwater system improvements based on historical flooding problems observed by City staff, flooding complaints from residents or business operators, and the results from the existing conditions stormwater model. The Avondale Neighborhood is bound by I-95 to the west, S.W. 3rd Street to the south, Dixie Highway to the east and Atlantic Boulevard to the north. The Avondale Neighborhood typically experiences significant flooding throughout the area during heavy rainfall events. Based on the results of the existing conditions stormwater model along with the observations by City staff, the problem area is centered on S.W. 4th Avenue along with the adjacent intersecting roadways, which is where most of the critical flooding occurs.

This project was identified in the Stormwater Master Plan. The applicable portion of the master plan is a part of this RLI. The complete Stormwater Master Plan can be found on the City's website at: [this Link](#)

The scope of services may include, but is not limited, to the following:

- Survey the project area
- Prepare preliminary design reports, feasibility analyses, site plans and/or design alternative recommendations and preliminary cost estimates.
- Conduct presentations to elected officials, staff, and the public.

- 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

worth requirement shall include both personal and business investments.

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

The City has set a 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 response of participation or non-participation in order to be considered responsive for evaluation purposes.

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

4. Local Business Program

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

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the specifications. The business information, sorted by business use classification, is posted on the webpage for the [Business Tax Receipt Division](#)

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

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services. Proposers are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit E,) listing the local businesses that will be used on the contract, and the Letter of Intent Form (Exhibit F) from each local business that will participate in the contract. Proposers should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Proposers who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form (Exhibit G,) listing firms that were contacted but not available, and the Good Faith Effort Report (Exhibit H) describing the efforts made to include local business participation in the contract.

5. **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:

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.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope section of this RLI. Include the experience of the prime consultants as well as other members of the project team; i.e., additional personnel, sub-consultants, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five years) where the team members have performed similar projects previously.

Resumes of Key Personnel

Include resumes for key personnel for prime and subconsultants.

References:

References for past four (4) projects in the tri-county area (Broward, Palm Beach, and Miami-Dade.) Describe the scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also identify the location of office(s) of the prime and/or sub consultants that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If firms are situated outside the local area, (Broward, Palm Beach, and Miami-Dade counties) include a brief statement as to whether or not the firm will arrange for a local office during the term of the contract, if necessary.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 5 in the evaluation criteria. Complete Exhibit I and attach certificates.

Small Business Enterprises:

Completed SBE program forms, Exhibits A-D, if applicable for your team. Include copies of all SBE certifications for firms listed on these forms.

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.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
-------------------	-----------------	-----------

GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX	comprehensive form		
XX	premises - operations	bodily injury	
—	explosion & collapse hazard	property damage	
—	underground hazard		
—	products/completed operations hazard		
XX	contractual insurance	bodily injury and property damage	
XX	broad form property damage	combined	
XX	independent contractors		
XX	personal injury	personal injury	

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

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

REAL & PERSONAL PROPERTY

XX	comprehensive form	Consultant must show proof they have this coverage.	
----	--------------------	---	--

EXCESS LIABILITY

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

XX	PROFESSIONAL LIABILITY	\$2,000,000.	\$2,000,000.
----	-------------------------------	--------------	--------------

* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, 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
Total	0-100

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

within the last five years will receive the higher ranking, the firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

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 RLI, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

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

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of

the contract and retain them until the expiration of three years after final payment under the contract.

10. **Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. **No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. **Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. **Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. **Contract Terms**

The contract resulting from this 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**

It is agreed that no waiver or modification of the contract resulting from this RLI, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RLI shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RLI 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 RLI for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RLI 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 RLI shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RLI must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

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,

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.

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 RLI. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

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

22. Questions and Communication

All questions regarding the 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. 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.

PROJECT TEAM

RLI NUMBER _____

Federal I.D.# _____

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	_____	_____
	_____	_____

(use attachments if necessary)

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

EXHIBIT "B"
SMALL BUSINESS ENTERPRISE
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime or General Contractor)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

(Date)

(Name of SBE Contractor)

BY: _____

EXHIBIT "C"
SMALL BUSINESS ENTERPRISE
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said SBE CONTRACTOR(s):

_____ Did not bid in response to the invitation

_____ Submitted a bid that was not the low responsible bid

_____ Other: _____

Signature: _____ Date: _____

Note: Attach additional documents as available.

EXHIBIT "D"
SMALL BUSINESS ENTERPRISE
GOOD FAITH EFFORT REPORT

RLI # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

EXHIBIT E
CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

RLI 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>

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 G
LOCAL BUSINESS
UNAVAILABILITY FORM

RLI # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of _____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT H
GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

RLI # _____

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: _____

STATEMENT OF NO RESPONSE

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

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

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Request for Letters of Interest
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



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

response of participation or non-participation in order to be considered responsive for evaluation purposes.

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

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), November 19, 2013.**

The remainder of the solicitation is unchanged at this time.

Sincerely,



Otis J. Thomas
Interim General Services Director

cc: website
file

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 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.
(Fiscal impact: \$15,120.00)

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: | <u>City Commission</u> |
| (2) Primary staff contact: | <u>Dennis W. Beach/Horacio Danovich</u> Ext. 786-4601 |
| (3) Expiration of contract, if applicable: | |
| (4) Fiscal impact and source of funding: | <u>\$15,120.00 per year (account 472-4710-545-4410 – rentals and leases), plus landscape maintenance costs.</u> |

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	<u>4/3/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>9-6-15</u>		<u>[Signature]</u>
<input checked="" type="checkbox"/> Finance Director			<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>		<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading <u>3/24/15</u>	1 st Reading _____	Results: _____
Approved		
2 nd Reading <u>4/14/15</u>	_____	Results: _____



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



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 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



be \$10.50, for Year 4 the fee will be \$11.00, and Year 5 the fee will be \$11.50). In addition, the City will be responsible for equitable maintenance costs related to existing landscape. Other specific terms are outlined in the Agreement including, but not limited to, hours of operation, required signage, etc.

Staff recommends Approval of the Ordinance.



City Attorney's Communication #2015-741
March 18, 2015

TO: Horacio Danovich, Pompano Beach CRA Engineer

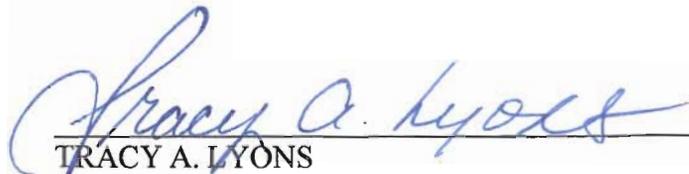
FROM: Tracy A. Lyons, Assistant City Attorney

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

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 THE FIRST BAPTIST CHURCH OF POMPANO BEACH, FLORIDA; 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 The First Baptist Church of Pompano Beach, Florida, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
3/4/15
L:ord/2015-240

LOCATION MAP



Proposed Parking Lot Location



GROUND LEASE AGREEMENT

between

THE CITY OF POMPANO BEACH

and

**THE FIRST BAPTIST CHURCH OF
POMPANO BEACH, FLORIDA**

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 1st 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").

WITNESSETH:

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 (cyan and magenta) from the Lessor's Church parking lot, the portion of which is located and bounded by N.E. 1st street, N.E. First Avenue, N.E. 2nd Street and N.E. 2nd Avenue (see Exhibit A – Parking Lot Plan), which are more specifically described premises in Exhibit "B" (legal description of entire block) 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.



2. **TERM.**

A. The initial term of this Lease shall be for a period of 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.

B. Lessee, provided it is not in default of any terms or conditions of this Lease, shall have the right and option (if consented to by Lessor provided herein), but shall in no way be obligated to seek to renew this Lease for up to five (5) additional terms ("Renewal Terms") of one (1) year each, on the terms and conditions set forth in this Lease, by delivering to Lessor a written notice of its intention to renew the Lease no later than ninety (90) days prior to the end of the Term of the Lease then in effect.

C. This Lease (and any extension thereof) may be terminated, with notice and without cause by either the CITY (Lessee) and/or the Church (Lessor) by providing a 90-day written notice upon the party.

3. **RENT.**

A. **Rent.** The rental amounts for the Premises ("Rent") shall be as follows:

The annual Rent for the first two years of this Ground Lease shall be \$15,120.00 per year. Rental payments during the first two years shall be made in four (4) equal payments of \$3,780.00 covering ninety days of the rental period for each payment for each year. The first payment shall be made on March 1. The payments equate to \$10.00 per parking space for the first two years of the Lease. Thereafter, commencing on the third year of the Lease and for each and every year thereafter (Years 4 and 5) the annual Lease will increase .50 cents per year per parking space. For Year 3 the fee will be \$10.50 or \$1,323.00 per month, for Year 4 the fee will be \$11.00 or \$1,386.00 per month, and Year 5 the fee will be \$11.50 or \$1,449.00 per month. Each yearly payment shall be made quarterly on the first day of the month beginning in the month of March.

B. **Rent Payments.** Beginning on the first month of the First Renewal Term, Lessee shall make rent payments in quarterly installments, which will be due on the first day of March, June, September and January.

4. **USE OF PREMISES.**

A. The Lessee shall lease the property containing one hundred twenty six (126) parking spaces, for use seven (7) days a week, 365 days a year except those days and times listed as exceptions in the Lease. The Lessee will contract with a valet parking operator to deliver automobiles to and from the Property to businesses in the area and will manage the lot during the lease term periods for self- parking. During the lunch hours (approximately 11 AM to 3 PM) only the western 44 spaces (See Cyan area numbers 1-44, referred to in Exhibit "A" attached hereto and incorporated herein) will be used for valet or self-park; during the dinner hours (approximately 5 PM to 2 AM), 126 spaces (See Cyan area numbers 1-44 and Magenta area numbers 1-82, referred to in Exhibit "A" attached hereto and incorporated herein) will be used for valet and self-parking.



Lessor shall have use of all 269 parking spaces in the mornings, 227 spaces during the lunch times and 143 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.

5. 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.

6. 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 by March 31, 2015, this Lease shall be voidable.

7. USES PROHIBITED.

Lessee shall not use or permit the Leased premises, or any part of them, to be used for any purpose other than the purpose for which the premises are Leased. No use shall be made or permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering the premises; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the Leased premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any improvements and appurtenances at any time located on the Leased premises.

8. WASTE AND NUISANCE PROHIBITED.

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Leased premises, the breach of which might result in any penalty on Lessor. Lessee shall not commit or suffer to be committed any waste or nuisance on the Leased premises.

9. ABANDONMENT OF PREMISES.

Lessee shall not vacate or abandon the premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Leased premises, or is dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except any property that may be encumbered to Lessor.

10. LESSOR'S RIGHT OF ENTRY.

Lessee shall permit Lessor and Lessor's agents and employees to enter the Leased premises at all reasonable times for the purpose of inspecting the premises, or for the purpose of 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. 1st street
Pompano Beach, Florida 33060
Attention: Don Worden, Manager
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

Copy to: City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Gordon B. Linn, City Attorney
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

B. 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.

13. TAXES AND ASSESSMENTS.



In accordance with Florida Statute §196.196, such rental or service of Lessee shall be considered as part of the exempt purposes of the applicant. If the Broward County Property Appraiser determines that the area is not tax-exempt, the Lessee hereby agrees to be responsible for and pay any such taxes that are levied against the property solely attributable to the leased parking area as they fall due.

14. MAINTENANCE AND DESTRUCTION OF IMPROVEMENTS.

A. **Maintenance.** Throughout the term of this Lease, Lessee shall provide the maintenance and operation of the leased area of the parking lot only. The Lessee shall continuously maintain and clean the area during the rental periods and will continuously provide for a clean and orderly appearance of the area. Lessee shall reimburse Lessor for its direct monthly expense for parking lot landscape maintenance (referred to in Exhibit "C" attached hereto and incorporated herewith) for the leased area only or forty percent (40%) of the full monthly expense. Lessor shall forward its invoice from its vendor directly to Lessee for such reimbursement. The Lessee shall be responsible at Lessee's expense, for removing any and all leftover and derelict automobiles from the leased premises. A leftover or derelict vehicle is one that has not moved for a period of seventy-two (72) hours. The Lessee, at its own expense, shall erect necessary signage which shall provide notice to the public as to the rules of use for the parking lot. Said signage is attached herewith and incorporated herein as Exhibit "D". Such signage shall include language which shall prohibit the possession or consumption of alcoholic beverages on the leased premises. Said signage shall also identify the leased area in an effort to avoid Church members from utilizing the leased area during the rental period and hours, and reciprocally, if for use by the Church during the reciprocal hours and time periods.

B. **Damage To and Destruction of Improvements.** The damage, destruction, or partial destruction of any improvement that is a part of the premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any improvement, Lessee shall at its own expense promptly repair and restore the improvement to a condition as good as or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to Lessee for repair or replacement.

15. INDEMNIFICATION OF LESSOR.

A. Lessee shall indemnify and hold harmless, to the extent provided by law and without waiving any rights of Sovereign Immunity pursuant to Fla. Stat. §768.28, the Lessor against all claims, actions, lawsuits, judgments, loss, or damage for so long as the 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.

20. 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.



21. NOTICE OF DEFAULT.

Lessee shall not be deemed to be in default under this Lease unless Lessor shall first give to Lessee thirty (30) days' written notice of the default and Lessee fails to cure the default within thirty (30) days or, if the default is of such a nature that it cannot be cured within such time, Lessee fails to commence to cure the default within the thirty (30) day period and thereafter diligently pursue it and complete the same within ninety (90) days.

22. DEFAULT BY LESSEE.

A. Acts Constituting Default. Lessee will be considered to be in default of this Lease if any one or more of the following events shall occur:

- i. if Lessee fails to pay any Rent or any other payment due under this Lease within thirty (30) days after the same becomes due;
- ii. if Lessee voluntarily abandons, deserts or vacates the Premises or discontinues its operation at the Church Parking Lot absent a force majeure;
- iii. if Lessee fails to perform and observe each and every other promise, covenant and agreement set forth in this Lease, performed or observed prior to the later of (a) thirty (30) days after Lessor gives written notice of such failure, or (b) if thirty (30) days is not a reasonable time to complete such performance, but Lessee commences such performance during such thirty day period, and thereafter diligently pursues it, ninety (90) days after Lessor gives such notice.

B. Remedies in Event of Breach.

i. 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.

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 Lessee during the remainder of the term shall continue in the manner provided for above in Paragraph 2.

C. Condemnation Award.

i. In the event of the termination of this Lease by reason of the total or partial taking of the premises by eminent domain, then in any condemnation proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the taking

ii. In the event of a partial taking of the premises and this Lease is not terminated, then Lessee shall have the right to make claim against the condemning or taking



authority for only the unamortized cost of the improvements placed on the Leased premises by Lessee and located on the premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending upon the termination of the Lease.

25. SURRENDER OF LEASE.

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or subtenancies.

26. 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.

27. EFFECT OF LESSEE'S HOLDING OVER.

Any holding over after the expiration of the term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month to month, at the same monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease, and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

28. 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.

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.

35. LEASE NOT RECORDABLE.

This Lease agreement shall not be recorded in the public records of Broward County, Florida.

“LESSEE”:

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 is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"LESSOR"

Witnesses:

**THE FIRST BAPTIST CHURCH OF
POMPANO BEACH**, a Florida non-profit
corporation

A. N. C.
Signature

By: Noel D Hardy

R. Brian Anderson
Print Name

Print Name: Noel D Hardy

Don Wonders
Signature

Title: Chairman Trustee

Don Wonders
Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of March, 2015, by Noel D Hardy, as Trustee Chairman 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:

Rebecca L Baker
NOTARY PUBLIC, STATE OF FLORIDA

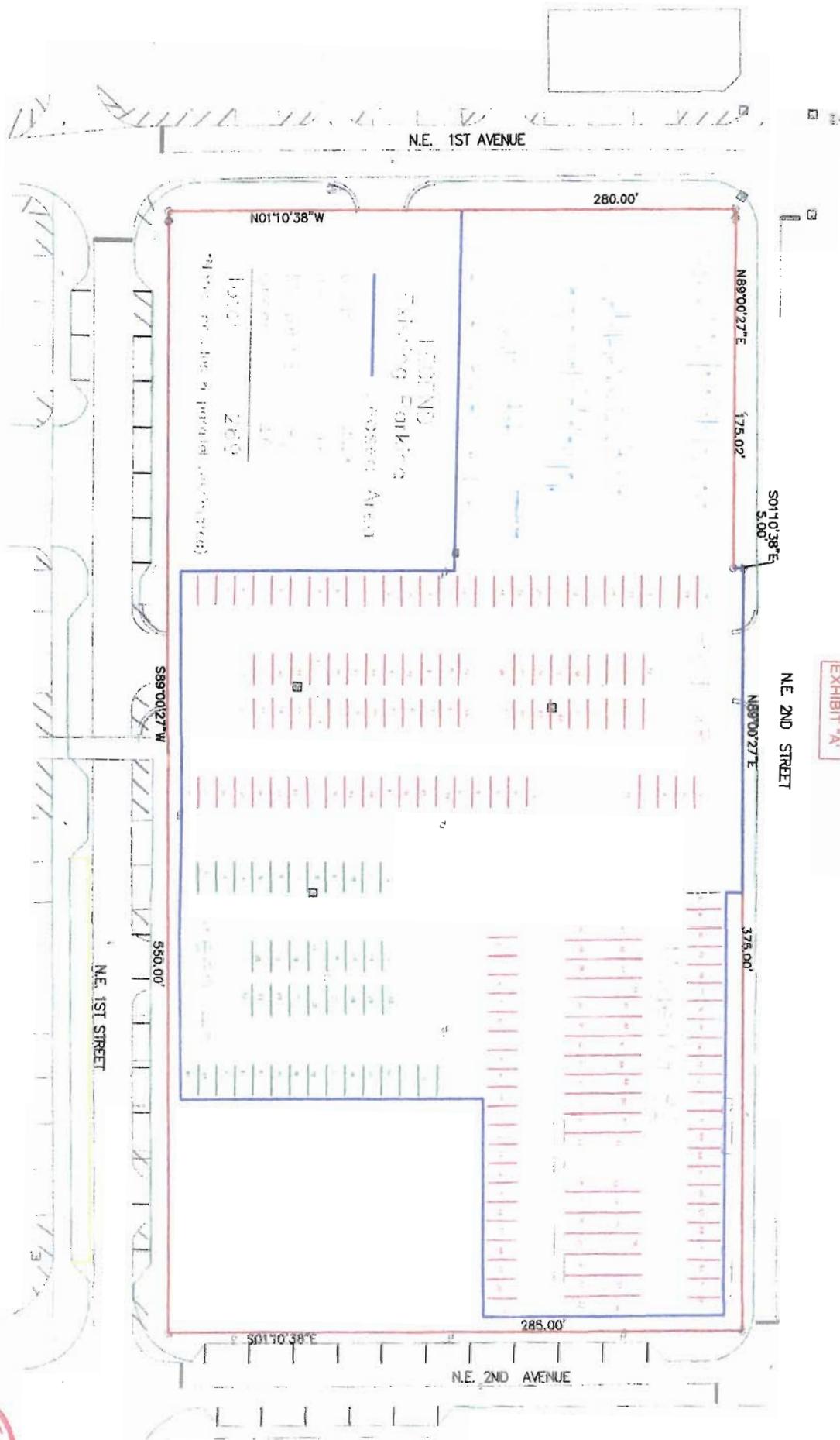


Rebecca L Baker
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

TAL:jrm
3/10/15
L:agr/cra/2015-691





N.E. 1ST AVENUE

N0110'38"W

280.00'

N89°00'27"E 175.02'

S0110'38"E 5.00'

N.E. 2ND STREET

EXHIBIT "A"

N89°00'27"E

375.00'

S89°00'27"W

550.00'

N.E. 1ST STREET

285.00'

S0110'38"E

N.E. 2ND AVENUE

EXHIBIT A

INITIAL HERE

INITIAL HERE
NDH

EXHIBIT B

Legal description for entire block

Saxons resub of Lot 17 1-32 PB Lots 1 thru 11 & 12 thru 22 less S 15 for RD Blk 1 of the public records of Broward County, Florida.



EXHIBIT C

To: City of Pompano Beach, 100 W. Atlantic Blvd., Pompano Beach, FL 33060

From: First Baptist Church 138 NE 1st Street, Pompano Beach 33060

Invoice for month _____ for proportionate share per lease of parking lot maintenance.

See attached B&R Industries, Inc.'s maintenance invoice for the current month in the amount of \$ _____; 40% of \$ _____ = \$ _____

Amount is due and payable upon receipt to First Baptist Church

SAMPLE



INITIAL HERE

EXHIBIT

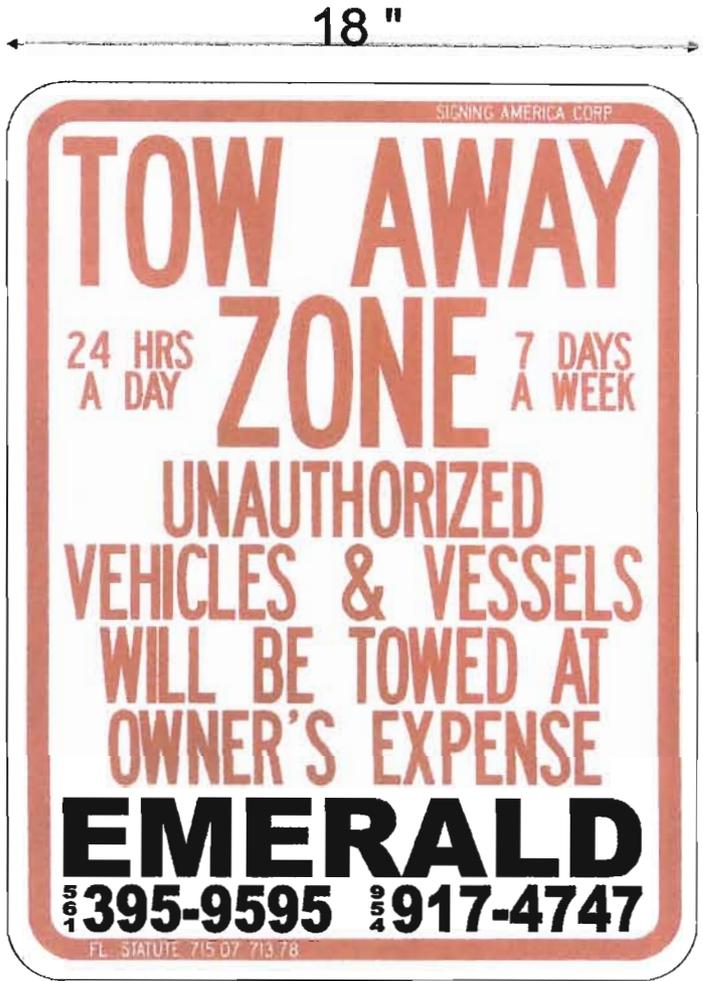
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Approval
 Approved By:
 Signature:
 Date:



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	<i>[Signature]</i>
Budget	3/17/15	Approval	<i>[Signature]</i>
<input checked="" type="checkbox"/> Finance Director			
<input checked="" type="checkbox"/> City Manager	<i>[Signature]</i>		<i>[Signature]</i>

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration
Workshop		
1 st Reading 3/24/15	1 st Reading	Results:
Approved		Results:
2 nd Reading 4/14/15		



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, appearing to be "H. Danovich", is written over the "FROM" line and extends slightly above and below it.

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 Attorney's Communication #2015-659

March 4, 2015

TO: Horacio Danovich, Pompano Beach CRA Engineer

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney 

RE: Resolution and First Amendment – Divito Enterprises Limited Partnership

As requested, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A 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.

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



JILL R. MESOJEDEC

/jrm
l:cor/cra/2010-961

Attachment

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE 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

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
3/4/15
L:ord/2015-238

FIRST AMENDMENT

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:

3. RENT.

The base rent for the initial term shall be at the rate of Three Thousand Six Hundred (\$3,600.00) Dollars per year, payable in monthly installments of Three Hundred (\$300.00) dollars each, plus applicable Florida sales taxes, which Lessee shall pay to Lessor at the address listed on page 1 above, or at such other place as may be designated from time to time by Lessor. Commencing on the second year of the five (5) year term, the rent payment shall be paid in one single annual payment.

4. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

5. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on the day and year first above written.

“LESSOR”:

Witnesses:

Michelle Wagner Bray

Michelle Wagner Bray

Print Name

Rosie Robertsor

Rosie Robertsor

Print Name

DiVito Enterprises Limited Partnership
an Illinois limited partnership

By: Reliance Enterprises of South Florida, Inc.,
a Florida corporation, its General Partner

By: [Signature], *att. in fact*
Blake M. Harmon, as Attorney-in-Fact

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

GBL/jrm
3/4/15
2/10/15
l:agr/2015-558

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.

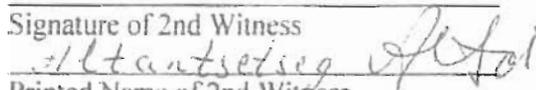
This Corrective Power of Attorney is corrective of that certain Power of Attorney previously dated August 29, 2014 (the "Original POA") by correctly identifying the aforesaid Partnership as an Illinois limited partnership rather than a Florida limited partnership as it was inadvertently and erroneously 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. PELLEGRIANO 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

STATE OF ILLINOIS
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 23RD day of February, 2015,
by EUGENE C. DIVITO.

Selena Fiore (SEAL)
Notary Public
My Commission Expires: May 16, 2018

Personally known OR
Produced Identification
Type of Identification Produced:



DIVITO ENTERPRISES LIMITED PARTNERSHIP
LIST OF PROPERTIES

<u>Property Address</u>	<u>Folio No.</u>
784-800 South Federal Highway Deerfield Beach, Florida	4843 06 17 0190
718-778 South Federal Highway Deerfield Beach, Florida	4843 06 17 0170
2752 N.E. 1st Street Pompano Beach, Florida	4843 31 15 0140
2741-2749 East Atlantic Boulevard Pompano Beach, Florida	4843 31 15 0050
814 South Federal Highway Deerfield Beach, Florida	4843 06 00 1080

Location Map



Google earth



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

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 11th day of February, 2014.

PASSED SECOND READING this 28th day of January, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
1/6/14
L:ord/2014-111

GROUND LEASE AGREEMENT
between
DIVITO ENTERPRISES LIMITED PARTNERSHIP
and
CITY OF POMPANO BEACH

THIS AGREEMENT made and entered into this 14th 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.

b. Lessee, provided it is not in default of any terms or conditions of this Lease, shall have the right and option (if consented to by Lessor as provided herein), but shall in no way be obligated, to seek extensions of the term of this Lease for an additional five (5) years for each extension (each an "Extension Period"), on the terms and conditions as set forth in this Lease. Should Lessee wish to extend this Lease for an Extension Period as referenced herein, Lessee shall provide written notice to that effect to the Lessor, which notice shall be given at least one hundred twenty (120) days prior to the last day of the term of the Lease. The terms of the Lease for each of the extension terms shall be the same as for the initial term of this Lease, except for the rental amount which shall be established by Lessor and Lessee based upon the then market rental value of the Leased Premises.

c. Lessor shall have the right to terminate this Lease at any time and for any reason with ninety (90) days advance written notice provided to Lessee, subject to the terms set forth below in Paragraph 5.

3. RENT.

The base rent for the initial term shall be at the rate of Three Thousand Six Hundred (\$3,600.00) Dollars per year, payable in monthly installments of Three Hundred (\$300.00) dollars each, plus applicable Florida sales taxes, which Lessee shall pay to Lessor at the address listed on page 1 above, or at such other place as may be designated from time to time by Lessor.

4. CONSTRUCTION OF SURFACE PARKING LOT AND USE OF PREMISES.

a. Lessee shall construct, at Lessee's sole cost and expense, a temporary surface parking facility on the Premises in general conformity with the rendering provided in Exhibit B of this Lease. Upon the completion of the improvements, the Premises shall be used as a parking facility for Harbor Village tenants (from 8:00 AM until 5:00 PM) and for valet parking services (from 5:00 PM until midnight). In addition to the construction of the temporary surface parking facility, Lessee shall install required landscaping and provide parking pay-stations on the Premises. All of the above-referenced construction and improvements shall be undertaken at the Lessee's sole cost and shall be constructed in accordance with applicable building codes and otherwise in a good workmanlike manner.

b. Prior to commencing construction of the parking facility, Lessor shall be provided with the plan for the parking facility for review and approval. Said approval shall not be unreasonably withheld. Lessee shall proceed with due diligence and continuity to fund and construct the parking facilities on the Premises and timely notify Lessor of all hearings or meetings concerning the Premises so as to permit a representative of the Lessor to attend said hearings or meetings. Additionally, Lessee shall provide Lessor with copies of all official correspondence, notices and submissions regarding the Premises. Lessor agrees to sign as Owner and sign all governmental applications and documents for permits for the project.

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 3rd 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.

Lessee shall not use or permit the Leased Premises, or any part thereof, to be used for any purpose other than the purpose for which the Premises are leased. No use shall be made or permitted to be made of the Premises, or acts done, that will cause a cancellation of any insurance policy covering the Premises; nor shall Lessee sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the Leased Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any improvements and appurtenances at any time located on the Leased Premises.

9. WASTE AND NUISANCE PROHIBITED.

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Leased Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Premises. Lessee shall not commit or suffer to be committed any waste or nuisance on the Leased Premises.

10. ABANDONMENT OF PREMISES.

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. If Lessee abandons, vacates, or surrenders the Leased Premises, or is dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except any property that may be encumbered to Lessor.

11. LESSOR'S RIGHT OF ENTRY.

Lessee shall permit Lessor and Lessor's agents and employees to enter the Leased Premises at all reasonable times for the purpose of inspecting the Premises, or for the purpose of 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. Lessee shall also permit Lessor and its agents and employees, at any time within the last one hundred twenty (120) days prior to the expiration of this Lease (provided Lessee has not exercised any option provided herein to extend the lease term beyond such expiration date), to place on the Premises any usual or ordinary "To Let" or "To Lease" or "For Rent" signs and exhibit the Premises to prospective Lessees at reasonable hours.

12. SUBLETTING AND ASSIGNMENT.

Lessee may not sublet the Premises in whole or in part at any time without Lessor's written consent, which said consent may be withheld by Lessor in its sole discretion. Lessor's consent to any such sublease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Lease nor shall any such consent to an assignment 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. Neither this Lease nor the Leasehold estate of Lessee nor any interest of Lessee under this Lease in the Premises or any buildings or improvements on it shall be subject to involuntary assignment, transfer, or sale, or to assignment,

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., 4th Floor
Pompano Beach, FL 33062

TO LESSEE: Dennis Beach, City Manager
Pompano Beach CRA
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, FL 33062

COPY TO: Gordon Linn, City Attorney
Brian Donovan, Budget Director
100 W. Atlantic Blvd., 4th 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.

b. Notwithstanding the foregoing provision, Lessor shall, after notifying Lessee of its intention to do so, have the right in its own name or behalf, or in the name and behalf of Lessee hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment.

15. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

a. Maintenance of improvements; compliance with laws. Throughout the term of this Lease, Lessee shall, at its own cost and without any expense to Lessor, keep and maintain the Premises, including all improvements of every kind that may be a part of the Premises and all appurtenances to the Premises, including sidewalks adjacent to the Premises, in good, sanitary, and neat order, condition and repair. Except as specifically provided in this Lease, during the term of this Lease, Lessee shall restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind whatsoever to the Leased Premises or improvements on it. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or condition on or in the Premises, including, without limitation, compliance with the Americans with Disabilities Act as to all improvements on or to the Leased Premises.

b. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any improvement that is a part of the Premises shall not release Lessee from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any improvement, Lessee shall at its own expense promptly repair and restore the improvement to a condition as good as or better than that which existed prior to the damage or destruction. Without limiting the obligations of Lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to Lessee for repair or replacement.

c. Damage or destruction occurring toward end of term. Notwithstanding anything to the contrary in the immediately preceding paragraphs of this section, in case of destruction of any improvement on the Premises or damage thereto from any cause other than the negligence of Lessee or its employees or agents, so as to make it untenable occurring during the last six (6) months of the term of this Lease, Lessee, if not then in default under this Lease, may elect to terminate this Lease by written notice served on Lessor within thirty (30) days after the occurrence of the damage or destruction. In the event of termination, there shall be no obligation on the part of Lessee to repair or restore the improvements, and only Lessor shall have any right to receive proceeds collected under any insurance policies covering the Premises, building or any part of a building located thereon. On termination, Lessee shall return the Premises to Lessor as provided for below in Paragraph 20. On termination, rent and any other sums payable by Lessee to Lessor under this Lease shall be prorated as of the termination date, and in the event any rent shall have been paid in advance, Lessor shall rebate them for the unexpired period for which payment shall have been made.

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

any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, sublessee, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such claim, loss, injury, death, or damage. Lessee waives all claims against Lessor for damages to the improvements that are now on or will later be placed or built on the Premises and to the property of Lessee in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The three preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Lessor or its agents or employees. The foregoing release paragraph shall be understood to also release each and every of the Lessor's partners, members and its and their officers, directors, shareholders, attorneys, employees and lenders, and all of their respective agents, predecessors, successors and assigns (the "Released Parties").

In the event of an asserted claim, the Lessee shall provide the Lessor reasonably timely written notice of same, and thereafter the Lessee shall at its own expense defend, protect and save harmless the Lessor and the Released Parties against said claim or any loss or liability thereunder. In the further event the Lessee shall fail to so defend and/or indemnify and save harmless, then in such instance the Released Parties shall have full rights to defend, pay or settle said claim on their behalf and with full rights to recourse against the Lessee for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim so long as Lessor provides written notice to Lessee of same at least seven (7) days prior to assuming the defense, payment or settlement of any such claim.

19. 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.

20. REDELIVERY OF PREMISES.

a. Upon the expiration or sooner termination of this Lease, Lessee shall surrender the Premises to Lessor in good order and condition subject to the following provisions:

i. Lessee shall be permitted to remove all parking pay stations from the Premises;

ii. All other parking lot improvements on the Premises, including the asphalt or other parking surface, striping, parking spot curbs or stops, and all lighting fixtures shall remain on the Premises as the property of Lessor;

21. 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.

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

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.

26. MARKET FOR SALE

Lessor shall have the absolute right to sell, assign, mortgage, or otherwise encumber or dispose of Lessor's interest in the Premises including, without limitation, erecting any type of for sale or future development sign on or adjacent to the Premises and taking any further action in connection therewith or related thereto. No such action by the Lessor shall be considered to be a disruption of Lessee's quiet enjoyment of the Premises.

27. 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. 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.

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 Lessee during the remainder of the term shall continue in the manner provided for above in Paragraph 3.

c. Condemnation award. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any condemnation proceedings Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the taking.

In the event of a partial taking of the Premises and this Lease is not terminated, then Lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the Leased Premises by Lessee and located on the Premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending upon the termination of the Lease.

28. SURRENDER OF LEASE.

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing

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.

LESSOR SIGNATURE PAGE

Executed on December 23, 2013.

“LESSOR”:

Witnesses:

DiVito Enterprises Limited Partnership
an Illinois limited partnership

By: Reliance Enterprises of South Florida, Inc.,
a Florida corporation, its General Partner

By: [Signature]
Eugene C. DiVito, President

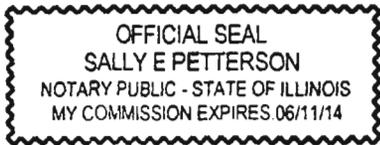
[Signature]
Signature Devin DeLuca

[Signature]
Signature Sally E. Petterson

STATE OF ILLINOIS
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23 day of December, 2013; by Eugene C. DiVito, as President of Reliance Enterprises of South Florida, Inc., a Florida corporation, the General Partner of DiVito Enterprises Limited Partnership, an Illinois limited partnership. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF ILLINOIS
SALLY E Petterson
(Name of Acknowledger Typed, Printed or Stamped)

N/A
Commission Number

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 14th 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# EE874865
Expires 2/14/2017

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

Commission Number

GBL/egr
L:realest/Ground Lease 2 - 2-10-12

REQUESTED COMMISSION ACTION:

Consent X 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.

Table with 4 columns: DEPARTMENTAL COORDINATION, DATE, DEPARTMENTAL RECOMMENDATION, DEPARTMENT HEAD SIGNATURE. Rows include Budget, Human Resources, City Attorney, and Finance.

Advisory Board
Planning Director
Public Works Director
X City Manager

ACTION TAKEN BY COMMISSION:

Table with 4 columns: Ordinance, Resolution, Consideration, Results. Includes Workshop 1st Reading and 2nd Reading.

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 10 <u>7</u> Years	None
10 <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

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City of Pompano Beach General Employees' Retirement System

Table I

	As of October 1, 2014	
	Current Plan	7 Year Vesting
1. Number of Participants		
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	25	25
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>
2. Total Annual Payroll		
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>
3. Total Projected Payroll	<u>\$26,673,573</u>	<u>\$26,673,573</u>
4. Total Retired Member Benefits	<u>\$10,752,240</u>	<u>\$10,752,240</u>
5. Derivation of Unfunded Accrued Liability (UAL)		
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
1. Annual Cost (Payable Quarterly 1st Payment 10/1)		
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.)	\$9,149,430	\$9,161,883
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.)	\$9,149,430	\$9,161,883
2. Annual Cost (Payable as a Single Lump Sum on 12/31)		
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.)	\$9,063,930	\$9,076,266
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.)	\$9,063,930	\$9,076,266
3. Annual Cost (as a % of projected payroll)		
a. Quarterly Basis		
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. Single Lump Sum Basis		
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:

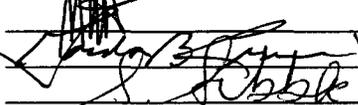
Consent
 Ordinance
 Resolution
 Consideration/ Discussion
 Presentation

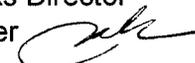
AN ORDINANCE AMENDING CHAPTER 34, "CITY POLICY," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 34.0571, "INTERNAL REVENUE CODE COMPLIANCE," TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

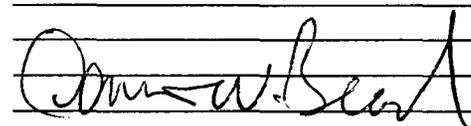
Summary of Purpose and Why:

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:

Ordinance	Resolution	Consideration
Workshop		
1 st Reading <u>3/24/15</u>	1 st Reading _____	Results: _____
Approved		
2 nd Reading <u>4/14/15</u>	_____	Results: _____
_____	_____	_____
_____	_____	_____

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

**POMPAÑO 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., 4th Floor East
Pompano Beach, Florida 33060

Re: Proposed Ordinance

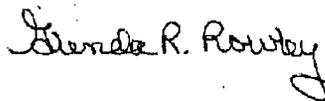
Dear Mr. Beach:

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 black ink, appearing to read "Andrew E. Zuckerman". The signature is written in a cursive style with a long horizontal stroke at the end.

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
503501/740

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](#))) 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](#))); 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](#)), 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](#))]

(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), ^[1] 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; ^[2]

(17) for service described in section 3121 (/uscode/text/26/3121) (b) (20) (/uscode/text/26/usc_sec_26_00003121----000-#b_20); ^[2]

(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); ^[2]

(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); ^[2]

(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)); ^[2]

(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); ^[2]

(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.

REQUESTED COMMISSION ACTION:

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

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.

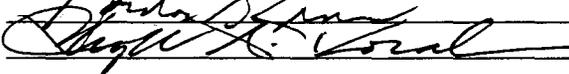
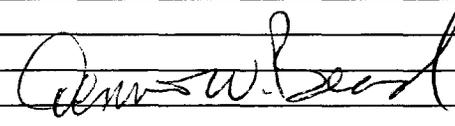
This is the 2nd reading of the Ordinance and 1st reading will occur on April 14, 2015 to allow for advertising of the item. **Due to size, backup found at:** www.pompanobeachfl.gov/copseries2015



Accomplishing this item supports achievement of Initiative 9.1, *Expand & Enhance Parking Facilities in the City.*

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: 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	
City Attorney	3/17/15		
Budget	3/18/15	Approve	
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u> <u>Workshop</u>	<u>Resolution</u>	<u>Consideration</u>
1 st Reading 4/14/15	1 st Reading _____	Results: _____
2 nd Reading 3/24/15	_____	Results: _____
Adopted	_____	_____
Ord. 2015-30	_____	_____

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.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

REQUESTED COMMISSION ACTION:

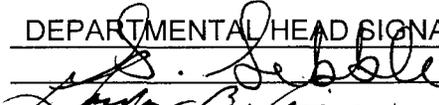
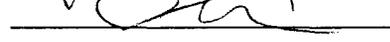
Consent	X	Ordinance	Resolution	Consideration/ Discussion	Presentation
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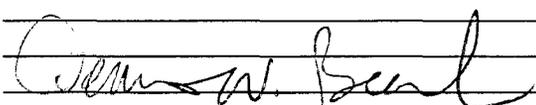
SHORT TITLE An Ordinance amending Chapter 50, "Water," of the City of Pompano Beach Code of Ordinances by amending Section 50.06, "Billing," to provide the Finance Director with authority to issue refunds to water customers who were billed in error, with conditions; by amending chapter 51, "Water and Sewers," by amending Section 51.06, "Time and Method of Payment," to provide said authority for wastewater refunds also; Providing for severability; Providing an effective date.

Summary of Purpose and Why:

The purpose of this item is to provide authority for the Finance Director to provide for refunds to utility customers for water and wastewater charges found to have been billed in error. Please note that the current ordinance allows for "adjustments" to customer bills by the Finance Director, but does not specifically afford staff authority to process refund requests (City Commission action would be required in the past). Bond counsel has been consulted to ensure that processing of refunds could be excluded from net revenue coverage of annual debt service calculations governing bond covenants for outstanding water and sewer bonds, as refunds may be excluded as a non-recurring item (expense), as opposed to recurring operation and maintenance expenses for the system.

- (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: NA
- (4) Fiscal impact and source of funding: Fiscal impact will vary based on nature and potential amounts of refund requests. Refund requests have been minimal over the past 10 years.

<u>COORDINATION</u>	<u>DATE</u>	<u>RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
Finance	3/31/15	Approval	
City Attorney	3/31/15		
Budget	3-31-15	Approve	

City Manager  

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-786

March 31, 2015

TO: Suzette Sibble, Finance Director

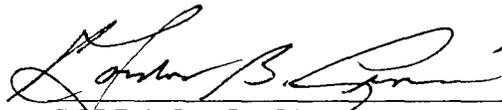
FROM: Gordon B. Linn, City Attorney

RE: Amendment of Water & Sewer Ordinance to Allow for Refunds

As requested in your memorandum of March 30, 2015, Finance Department Memorandum 15-62, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

AN ORDINANCE AMENDING CHAPTER 50, "WATER," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 50.06, "BILLING," TO PROVIDE THE FINANCE DIRECTOR WITH AUTHORITY TO ISSUE REFUNDS TO WATER CUSTOMERS WHO WERE BILLED IN ERROR, WITH CONDITIONS; BY AMENDING CHAPTER 51, "WATER AND SEWERS," BY AMENDING SECTION 51.06, "TIME AND METHOD OF PAYMENT," TO PROVIDE SAID AUTHORITY FOR WASTEWATER REFUNDS ALSO; 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/finance/2015-786

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 50, "WATER," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 50.06, "BILLING," TO PROVIDE THE FINANCE DIRECTOR WITH AUTHORITY TO ISSUE REFUNDS TO WATER CUSTOMERS WHO WERE BILLED IN ERROR, WITH CONDITIONS; BY AMENDING CHAPTER 51, "WATER AND SEWERS," BY AMENDING SECTION 51.06, "TIME AND METHOD OF PAYMENT," TO PROVIDE SAID AUTHORITY FOR WASTEWATER REFUNDS ALSO; 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 its 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 has been held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had the opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That Section 50.06, "Billing," of Chapter 50, "Water," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 50.06 BILLING.

...

(D) The Finance Director or his or her designee shall have the authority to process customer refunds based on an error in the City's assessment of charges against a customer's account based upon consistently applied procedures adopted by the Finance Department. All refund requests must be presented in writing to the City from the customer.

~~(E)~~ Charges for potable water services and facilities, charges for reuse water, charges for wastewater services and facilities and charges for Stormwater Management fees shall be rendered to the utility customers served by the city utility on one bill provided that the charges shall be listed separately thereon and provided, further, that no customer may pay the charges for any service thereof without

simultaneously paying the charges for the others thereof. City will attempt to establish similar accommodations with other providers of water and wastewater service within the area described in § 53.04.

SECTION 2. That Section 51.06, "Time and Method of Payment," of Chapter 51, "Water and Sewer," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 51.06 TIME AND METHOD OF PAYMENT.

All statements for wastewater service shall be submitted monthly on the same statements as the charges for water service and shall be due and payable at the same time as the statement for water service. However, the charge for wastewater service shall be made a separate item, and nonpayment of the charge shall render the user and owner of the premises subject to the provisions and penalties provided for nonpayment of water bills as governed under §§ 50.07 and 50.08. All wastewater charges shall be assessed on the basis of rate type assessed for water service. Any and all provisions of Chapter 50 of this code relating to costs, payments, and fees and refunds shall be equally applicable to wastewater accounts.

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 immediately 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
3/31/15
l:ord/ch50/2015-282

Meeting Date: April 14, 2015

Agenda Item 33

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

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 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY RELATING TO ADMINISTRATION OF THE COMMUNITY ORIENTED SERVICES HIRING GRANT.

Summary of Purpose and Why:

Pompano Beach was awarded and accepted a \$1.125 million COPS Hiring Grant for the purpose of retaining nine School Resource Officers (SRO's) over a four year period.

The attached Memorandum of Understanding will provide for the administration of the grant to be carried out by the Sheriff's Office. There is no additional cost for this service.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Broward Sheriff's Office
- (2) Primary staff contact: Ernesto Reyes / Captain Wayne Adkins Ext. 4601
- (3) Expiration of contract, if applicable: August 2017
- (4) Fiscal impact and source of funding: There is no cost impact.

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>3/19/15</u>	<u>Approved</u>	<u>[Signature]</u>
BSO	<u>4-3-15</u>	<u>Approved</u>	<u>[Signature]</u>
X City Manager	<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-655

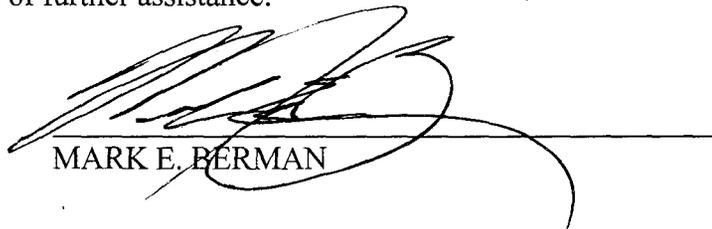
March 3, 2015

TO: Ernesto Reyes, Assistant to the City Manager
FROM: Mark E. Berman, Assistant City Attorney
RE: Ordinance – COPS Grant

As requested in your memorandum of March 2, 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 A MEMORANDUM OF UNDERSTANDING BETWEEN THE BROWARD SHERIFF'S OFFICE AND CITY OF POMPANO BEACH ALLOWING FOR THE ADMINISTRATION OF THE COMMUNITY ORIENTED POLICING SERVICES HIRING (COPS) GRANT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

/jrm
l:cor/mgr/atcm/2015-655

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 A MEMORANDUM OF UNDERSTANDING BETWEEN THE BROWARD SHERIFF'S OFFICE AND CITY OF POMPANO BEACH ALLOWING FOR THE ADMINISTRATION OF THE COMMUNITY ORIENTED POLICING SERVICES HIRING (COPS) GRANT; 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 Memorandum of Understanding between the Broward Sheriff's Office and City of Pompano Beach allowing for the administration of the COPS Grant, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
3/3/15
L:ord/2015-235

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BROWARD SHERIFF'S OFFICE AND
THE CITY OF POMPANO BEACH**

THIS MEMORANDUM OF UNDERSTANDING is made and entered this _____ day of _____, 2015, by and between the Broward Sheriff's Office (hereinafter referred to as "BSO"), and the City of Pompano Beach (hereinafter referred to as "CITY").

WHEREAS, on or about the 27th day of July 2010, BSO and the CITY entered into an Agreement for Police Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the CITY was recently awarded funding under the U.S. Department of Justice, Community Oriented Policing Services Hiring Grant, Grant #2014UMWX0095 (hereinafter referred to as the "COPS Grant"), which will allow for the continuation of nine (9) School Resource Deputy positions; and

WHEREAS, the COPS Grant will be used to fund the cost of the nine (9) School Resource Deputies; and

WHEREAS, the CITY has requested that BSO, as the CITY's law enforcement agency, administer the COPS Grant on behalf of the CITY; and

WHEREAS, BSO is willing to administer the COPS Grant on behalf of the CITY;
and

THEREFORE, the parties agree as follows:

1. BSO shall administer the COPS Grant on behalf of the City, which will include, but not be limited to, the submittal of cost reimbursement vouchers, recordkeeping, and fiscal and programmatic reporting.
2. The CITY and BSO recognize and acknowledge that the COPS Grant is a three (3) year grant with the CITY having an obligation to retain the nine (9) positions for the three (3) year grant period plus an additional one (1) year period thereafter as stated in the COPS Grant.
3. CITY acknowledges that the COPS Grant does not provide full funding for the nine (9) positions and that the CITY shall be solely responsible for the payment of those costs not covered by the COPS Grant.
4. The CITY and BSO further recognize and acknowledge that the continuation of these nine (9) positions is contingent upon the Department of Justice funding

the positions during the three (3) year grant period as stated in the terms and conditions of the COPS Grant.

5. The CITY shall be entitled to all Grant funds received from the U.S. Department of Justice pursuant to the COPS Grant and all funding received from the School Board of Broward County for these nine (9) School Resource Deputies.
6. On or before the 15th day of each month, BSO will prepare and submit an invoice to the CITY for the actual cost of the nine (9) School Resource Deputies for the previous month. Each invoice will include a "Year to Date Budget Report". Within seven (7) calendar days after the CITY's receipt of BSO's invoice, the CITY shall pay BSO for the actual monthly cost of the nine (9) School Resource Deputies as detailed in the invoice submitted by BSO to the CITY.
7. On or before the 15th day of each month, BSO will prepare and submit a Cost Reimbursement Voucher to the Department of Justice requesting reimbursement of all allowable costs under the COPS Grant for the preceding month. The CITY and BSO recognize and acknowledge that the submittal of monthly Cost Reimbursement Vouchers is contingent upon the Department of Justice accepting monthly submittals. In the event the Department of Justice requires Cost Reimbursement Vouchers to be submitted for timeframes other than monthly, the CITY and BSO understand and acknowledge that the timeframes set forth in this paragraph shall be modified accordingly.
8. The CITY and BSO recognize and acknowledge that the cost of the nine (9) School Resource Deputies is in addition to the consideration payable pursuant to the Police Services Agreement.
9. BSO and the City will comply with all applicable provisions of the COPS Grant.
10. The CITY and BSO agree to work cooperatively in the administration of the COPS Grant, including, but not necessarily limited to, the sharing of any and all information, records and reports related to the administration of the COPS Grant.
11. This Memorandum of Understanding shall remain in effect through February 28, 2018, unless the grant is terminated by the CITY or otherwise agreed to by the parties.
12. This Memorandum of Understanding does not supersede, alter, or change any of the terms and conditions of the Agreement.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE BROWARD
SHERIFF'S OFFICE AND THE CITY OF POMPANO BEACH

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed the day and year hereinabove written.

SCOTT J. ISRAEL, SHERIFF OF BROWARD COUNTY

_____ Date: _____
Scott J. Israel, Sheriff of Broward County

Approved as to form and legal sufficiency
subject to execution by the parties:

_____ Date: _____
Ronald M. Gunzburger, BSO General Counsel

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

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

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

U. S. Department of Justice
Office of Community Oriented Policing Services
2014 COPS Hiring Program Grant Terms and Conditions

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following grant terms and conditions:

1. **Grant Owner's Manual.** The grantee agrees to comply with the terms and conditions in the 2014 COPS Hiring Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122), and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the CHP grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. **Assurances and Certifications.** The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its CHP application.
3. **Allowable Costs.** The funding under this project is for the payment of approved full-time entry-level salaries and fringe benefits over three years (for a total of 36 months of funding), up to a maximum federal share of \$125,000 per officer position for career law enforcement officer positions hired and/or rehired on or after the official grant award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds.

Your agency is required to use CHP grant funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- a. Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- b. Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget cuts; and/or
- c. Rehiring officers who were, at the time of grant application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget cuts.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request a post-award grant modification and receive prior approval before spending CHP funding under the new category.

The Financial Clearance Memorandum (FCM), included in your award package, specifies the amount of CHP funds awarded to your agency. You should carefully review your FCM, which contains the final officer salary and fringe benefit categories and amounts for which your agency was approved. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories that are documented within the FCM, up to the amounts specified in the FCM. **Your agency may not use CHP funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.**

Only actual allowable costs incurred during the grant award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the grant (for example, your grant application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to extend the length of the grant beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process, and should not be spent by your agency.

4. **Local Match.** Grantees are required to contribute a local match of at least 25 percent towards the total cost of the approved grant project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the grant award period. The local match contribution must be made on an increasing basis during each year of the three-year grant period, with the federal share decreasing accordingly.

5. **Supplementing, Not Supplanting.** State, local, or BIA funds budgeted to pay for sworn officer positions irrespective of the receipt of CHP grant funds may not be reallocated to other purposes or refunded as a result of a CHP grant being awarded. Non-federal funds must remain available for and devoted to that purpose, with CHP funds supplementing those non-federal funds. Funding awarded cannot be obligated until after the grant award start date. This means that CHP funds cannot be applied to any agency cost or obligation incurred prior to the award start date. In addition, your agency must take active and timely steps pursuant to its standard procedures to fully fund law enforcement costs already budgeted as well as fill all locally-funded vacancies resulting from attrition during the life of the grant.

6. **Retention.** At the time of grant application, your agency committed to retaining all sworn officer positions awarded under the CHP grant with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition.

7. **Extensions.** Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do **not** provide additional funding. Grants may be extended a maximum of 36 months beyond the initial award expiration date. Any request for an extension beyond 36 months will be evaluated on a case-by-case basis. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS-funded positions, officer turnover, or other circumstances that interrupt the 36-month grant funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. **Extension requests must be received prior to the end date of the award.**

8. **Modifications.** During the CHP grant award period, it may become necessary for an agency to modify its CHP grant award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP grant funding for ten new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all ten positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP grant funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for lay-off on a specific future date post-

U. S. Department of Justice
Office of Community Oriented Policing Services
2014 COPS Hiring Program Grant Terms and Conditions

application. Grant modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified grant award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

9. **Evaluations.** The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Hiring Program. The grantee agrees to cooperate with the monitors and evaluators.
10. **Reports.** To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting quarterly programmatic progress reports and quarterly Federal Financial Reports using Standard Form 425 (SF-425).
11. **Federal Civil Rights Laws.** As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited-English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. §6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R Part 38, which requires equal treatment of religious organizations in the funding process and non-discrimination of beneficiaries by Faith-Based Organizations on the basis of belief or non-belief.
12. **Equal Employment Opportunity Plan (EEOEOP).** All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
13. **Grant Monitoring Activities.** Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a CHP grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.
14. **Employment Eligibility.** The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.
15. **Community Policing.** Community policing activities to be initiated or enhanced by your agency were identified and described in your CHP grant application. Your agency developed a community policing plan for the CHP grant with specific reference to a crime or disorder problem and the following elements of community policing: a) problem solving—your agency’s plan to assess and respond to the problem identified; b) community partnerships and support, including related governmental and community initiatives that complement your agency’s proposed use of CHP funding; and c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing.
- The COPS Office defines community policing as a philosophy that promotes organizational strategies, which support the systematic use of partnerships and problem-solving techniques, to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP grants must be used to initiate or enhance community policing activities. All newly hired, additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency’s approved community policing plan, which you described in your grant application.
16. **Community Policing Self Assessment Tool (CP-SAT).** The COPS Office will require your agency to complete the Community Policing Self Assessment Tool (CP-SAT) twice within the grant period, at the beginning and again towards the end of your grant period.
17. **Contracts With Other Jurisdictions.** Grantees that provide law enforcement services to another jurisdiction through a contract must ensure that officers funded under this grant do not service the other jurisdiction, but will only be involved in activities or perform services that exclusively benefit the grantee’s own jurisdiction.
18. **False Statements.** False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
19. **Additional High-Risk Grantee Requirements.** The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).
20. **System for Award Management (SAM) and Universal Identifier Requirements.**

The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

A. Requirement for System for Award Management (SAM) Registration

Unless you are exempted from this requirement under 2 C.F.R. Part 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

U. S. Department of Justice
Office of Community Oriented Policing Services
2014 COPS Hiring Program Grant Terms and Conditions

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM)* means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
2. *Data Universal Numbering System (DUNS) number* means the nine- or thirteen-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or the Internet at <http://fedgov.dnb.com/webform>.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign non-profit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.

21. **Reporting Subaward and Executive Compensation.** The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1 of this award term:
 - i. As part of your registration profile at www.sam.gov.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

U. S. Department of Justice
Office of Community Oriented Policing Services
2014 COPS Hiring Program Grant Terms and Conditions

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. Part 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)
2. **Where and when to report.** You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. **Entity** means all of the following, as defined in 2 C.F.R. Part 25:
 - i. A governmental organization, which is a state, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign non-profit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
2. **Executive** means officers, managing partners, or any other employees in management positions.
3. **Subaward:**
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. **Subrecipient** means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the federal funds provided by the subaward.
5. **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. Part 229.402(c)(2)):
 - i. **Salary and bonus.**
 - ii. **Awards of stock, stock options, and stock appreciation rights.** Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. **Earnings for services under non-equity incentive plans.** This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. **Change in pension value.** This is the change in present value of defined benefit and actuarial pension plans.
 - v. **Above-market earnings on deferred compensation that is not tax-qualified.**
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
22. **Debarment and Suspension.** The recipient agrees not to award Federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs.
23. **Duplicative Funding.** The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.
24. **Whistleblower Protection.** The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he/she reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient also agrees to provide to their employees in writing (in the predominant native

U. S. Department of Justice
Office of Community Oriented Policing Services
2014 COPS Hiring Program Grant Terms and Conditions

language of the workforce) of the rights and remedies provided in 41 U.S.C. 4712. Please see Appendix F in the Grant/Award Owner's Manual for a full text of the statute.

Award Document Supplement

2014 COPS Hiring Program (CHP)

By signing the Award Document to accept this COPS Hiring Program (CHP) grant, the grantee agrees to abide by the following Special Award Conditions and/or High Risk Conditions:

Special Award Conditions

Advancing Department of Justice Priority Crime Problem Awards

Your agency has been selected for a COPS Hiring Program (CHP) grant to address a particular Department of Justice priority crime problem, based specifically on your CHP grant application's community policing plan to improve your agency's public safety response to the critical issues of school based policing through School Resource Officers (SRO), Trust Problems, Homeland Security, Gun Violence or Homicide Reduction.

Please be advised that, in accepting this grant, your agency is agreeing to this Special Condition to its CHP grant award that requires your agency's COPS-funded officers (or an equivalent number of locally-funded officers) to initiate or enhance your agency's community policing plan to address one of the priority crime problem identified above. By signing the 2014 CHP grant award, your agency understands and agrees to the following:

- Your agency will implement the one specific community policing plan identified in your CHP grant application;
- Your agency will address its specific priority crime problem throughout the entire CHP grant period;
- Your agency will implement any organizational changes identified in its CHP grant application in Section 6B, Questions 13 and 14;
- Your agency will cooperate with any grant monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Memorandum of Understanding Requirement (School Resource Officers Problem Area Only)

Grantees using CHP funding to hire and/or deploy School Resource Officers into schools must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award.

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/
Discussion Presentation

SHORT TITLE An ordinance approving and authorizing the proper city officials to execute an agreement for school crossing guard services between the City of Pompano Beach and The Butler Group of South Florida, LLC.

Fiscal Impact - \$605,409 – Other Professional Services – 001-9910-599-31-60

Summary of Purpose and Why:

The agreement is for school crossing guard services per Bid H-36-11, which was approved by the City Commission on July 26, 2011. The contract is for January 1 – August 17, 2015, with an automatic renewal of one additional year (August 18, 2015- August 17, 2016 if both parties agree. The agreement will provide for 59 crossing guards working four hours a day and three field supervisors working six hours per day for 210 school days per year. The crossing guard locations are described on Exhibit A of the bid documents. In accordance with the bid, the contractor has requested an increase in the current rate of pay due to the increase in the State of Florida minimum wage for 2015.

- (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: January 1 –August 17, 2015 with auto renewal for August 18, 2015 - August 17, 2016
- (4) Fiscal impact and source of funding: \$605,409.00 – Account #001-9910-599-31-60 – Other Professional Services

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>3-20-15</u>	<u>Approve</u>	<u>Mark Beaudreau</u>
City Attorney	<u>3/24/15</u>	<u>Approve</u>	<u>[Signature]</u>
Internal Audit	<u>3-20-15</u>	<u>Approve</u>	<u>[Signature]</u>
Budget	<u>3-25-15</u>	<u>Approve</u>	<u>[Signature]</u>
General Services	<u>4/3/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Risk Management	<u>3-25-15</u>	<u>Approve</u>	<u>[Signature]</u>

[Signature]
X City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration
1 st Reading <u>4/14/15</u>	1 st Reading _____	Results: _____
2 nd Reading <u>4/28/15</u>	_____	_____
_____	_____	_____
_____	_____	_____



MEMORANDUM

Parks, Recreation & Cultural Arts

Memorandum 15-A057

DATE: March 19, 2015
TO: Dennis W. Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator *MB*
SUBJECT: Agenda Item – School Crossing Guard Contract

Please place the attached ordinance on the April 14, City Commission Agenda. The City Clerk's Office has advertised the ordinance to hold the first reading on April 14, in the Sun-Sentinel. The agreement is for School Crossing Guard services per bid H-36-11, which was approved by the City Commission on July 26, 2011. In accordance with the bid, the contractor has requested an increase in the current rate of pay due to the increase in the State of Florida minimum wage for 2015. The total contract price would now be \$605,409.00 for 59 crossing guards working four hours a day, for 210 school days per year and three field supervisors, working six hours per day, for 210 school days per year. The crossing guard locations are described on Exhibit A of the bid documents.

When approved, this contract period shall be from January 1, 2015 to August 17, 2015 with an automatic renewal for one additional one-year (August 18, 2015 – August 17, 2016) if both parties agree.

If you have any questions or require additional information, please call me at 954-786-4191.

MB/afh

cc: Cynthia Kitts, Recreation Manager



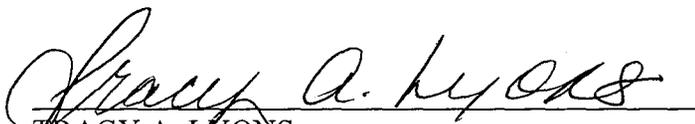
City Attorney's Communication #2015-703
March 12, 2015

TO: Cynthia Kitts, Recreation Manager
FROM: Tracy A. Lyons, Assistant City Attorney
RE: Ordinance and Agreement for School Crossing Guard Services

As requested, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE BUTLER GROUP OF SOUTH FLORIDA, LLC; 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/recr/2015-703

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE BUTLER GROUP OF SOUTH FLORIDA, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That an Agreement between the City of Pompano Beach and The Butler Group of South Florida, LLC for school crossing guard services, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
3/12/15
L:ord/2015-254

AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

between

CITY OF POMPANO BEACH

and

THE BUTLER GROUP OF SOUTH FLORIDA, LLC

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

2015, by and 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

THE BUTLER GROUP OF SOUTH FLORIDA, LLC, D/B/A NEXTAFF (Miami), a Florida Limited Liability Company, whose address is 3810 Inverrary Boulevard, Suite 205, Lauderhill, Florida 33319, hereinafter referred to as ("Contractor or Company"),

WITNESSETH

CITY and CONTRACTOR, for and in consideration of the rents, covenants and mutual agreements hereinafter contained covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Bid H-36-11- SCHOOL CROSSING GUARD SERVICE (Exhibit "A"); and
- (2) The Contractor's response to the Bid (Exhibit "B").

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The contract period shall commence on January 1, 2015, and shall end on August 17, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds. Furthermore, this contract shall automatically renew for one (1) additional one-year (twelve months) period. The renewal contract period shall commence on August 18, 2015 and shall end on August 17, 2016. The automatic renewal shall occur unless the General Services Director or the Contractor gives notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms and conditions shall remain firm for the initial period of the contract and any renewal period.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents. Contractor shall fill fifty-nine (59) school crossing guard posts locations and three (3) field supervisors. The costs associated therewith shall be \$11.35 per hour, per school crossing guard, working four (4) hours a day, for (210) school days per year and \$11.35 per field supervisors, working six (6) hours per day, for (210) school days per year for a total contract price to be Six Hundred- Five Thousand-Four Hundred and Nine Dollars and zero cents (\$605,409.00). It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work

required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation on a weekly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy of the timesheet is due within fifteen (15) days of the end of the month except the final invoice, which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses,

penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

The City may withhold any payments due to the Contractor for the purpose of setoff until the amount of damages due the City from the Contractor is determined.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation

of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Pompano Beach, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Pompano Beach shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation - Per Chapter 440, Florida Statutes
 Employers' Liability - \$1,000,000.

Any firm performing work for or on behalf of the City of Pompano Beach must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage each occurrence
 \$1,000,000. General Aggregate \$2,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract
- b. Coverage for the Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, scheduled, hired and non-owned automobile equipment.

Limits: Bodily injury \$1,000,000 each occurrence

Professional Liability

Limits: \$1,000,000 each occurrence

Certificate holder should be addressed as follows:

City of Pompano Beach
Attn: Risk Management
100 West Atlantic Avenue
Pompano Beach, FL 33060

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, 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 law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation Of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractor's non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal; state, and local laws, codes, ordinances, rules and regulations in performing Contractor's duties, responsibilities and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all finds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement. Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to

Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations; agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

(1) The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

(2) The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(3) No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

(4) The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more.

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011) , as may be amended or revised.

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 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

"CONTRACTOR":

Witnesses:

THE BUTLER GROUP OF SOUTH FLORIDA, LLC, d/b/a NEXTAFF (Miami)

C. Kitts

By: [Signature]

Cynthia Kitts
Print or Type Name

**BUFFY A. BUTLER
MANAGING MEMBER**

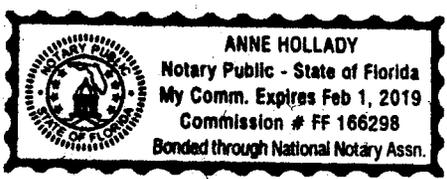
[Signature]

Kathryn Kerr
Print or Type Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of March, 2015 by BUFFY A. BUTLER, as Managing Member of THE BUTLER GROUP OF SOUTH FLORIDA, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced identification in the form of _____

NOTARY'S SEAL:



Anne Hollady
NOTARY PUBLIC, STATE OF FLORIDA

Anne Hollady
(Name of Acknowledger Typed, Printed or Stamped)

FF 166298
Commission Number

TAL:jrm
2/26/15
L:agr/recr/2015-561

	<p>City of Pompano Beach, Purchasing Division 1190 N.E. 3rd Avenue, Building C Pompano Beach, Florida, 33060</p>	
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BID H-36-11 -- SCHOOL CROSSING GUARD SERVICE

May 3, 2011

The City of Pompano Beach is currently soliciting bids to establish a contract for the provision of School Crossing Guard Service. Bids will be received until 2:00 p.m. (local), May 27, 2011 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.

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 Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual contract for the provision of School Crossing Guard Service as and when needed. The company awarded this contract will be responsible for providing crossing guards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

EXHIBIT

 A

B. 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.

C. Questions And Communication

All questions regarding the bid 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. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

D. Contract Period

The initial contract period shall commence August 17, 2011 and ending August 16, 2012. The contract shall be automatically renewed for four (4) additional one-year (twelve month) periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms 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 the City invokes this extension clause.

E. Basis of Award

Award will be made to the lowest responsive, responsible bidder. The per hour charges proposed will include all costs for labor, equipment, supervision, insurance, and any other costs incurred by the contractor in performing the work specified.

The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include an inspection of a bidder's facilities, evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to perform the contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have sufficient capacity to fulfill the contract requirements of providing school crossing guard services in the City of Pompano Beach, Broward County, Florida, as specified herein.

F. Cost Adjustment

The hourly charges offered and accepted must remain firm for the duration of the initial term of the contract, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed through directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase.

Any increase or decrease proposed for a renewal term must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented, or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled with sixty (60) days written notice or it may not be renewed for the additional optional renewal period(s).

Costs for any extension term(s) are subject to an adjustment only if an increase or decrease occurs throughout the local industry. The City will use changes in the State of Florida and Federal Minimum Wage Rates and the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review. Such adjustment, if approved, may not exceed three percent (3%) or the CPI, whichever is lower.

G. Insurance

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

The following insurance coverage shall be required.

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

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

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

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form XX premises - operations — explosion & collapse — hazard	bodily injury 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	

AUTOMOBILE LIABILITY

MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE

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

REAL & PERSONAL PROPERTY

_____ comprehensive form
this

Organization must show proof they have
coverage.

EXCESS LIABILITY

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

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

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

H. Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the provisions of this agreement, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. The City may withhold any payments due to the Contractor for the purpose of setoff until the amount of damages due the City from the Contractor is determined.

I. Qualifications

The Contractor, and any persons employed by the Contractor, shall never have been convicted of any offense involving moral turpitude.

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, courteous and at least twenty one (21) years of age. The Contractor must obtain approval from the designated City representative for all persons to be employed as crossing guards before such persons commence work. If requested by the City, contractor agrees to remove any employee and substitute an acceptable person at that crossing post. Contractor is responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

Criminal Background History Check: The Contractor, at no cost to the City, shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract. Guards, back-up guards, supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor shall provide the Contract Administrator with the results of the criminal background history check prior to employment. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon receipt of such information, will immediately notify the Contract Administrator. Annual criminal background history re-checks as provided in paragraph a above, at no cost to the City, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

J. Daily Time Sheets

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted daily to the City.

K. Invoices

The City will accept invoices no more frequently than once per month. Each invoice shall be accompanied by a time sheet detailing all employee time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked. Invoices shall be paid completely by the City within twenty (20) days of receipt of the invoice, except for items questioned. The City shall notify the Contractor within fifteen (15) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

L. Training

It shall be the responsibility of the Contractor to ensure that all persons employed as crossing guards receive proper training as required by law. The contractor may perform the training with its own staff if they are certified crossing guard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all new or former crossing guards shall be conducted as per the standards established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the "Ramon Turnquest School Crossing Guard Act." Such training shall be conducted by certified school crossing guard trainers, as required by the Florida Department of Transportation, and consist of, at a minimum:

- (1) Classroom Training
- (2) Field Training

The Contractor will provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor's employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the school year, will be the sole responsibility of the Contractor.

M. Schedule Of Service

It is anticipated that fifty (50) school crossing guards will be required for each school day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time.

The Contractor shall be required to provide coverage at the forty-one (41) school crossings, located within the City limits. See Exhibit "A" for list of locations. The City reserves the right to increase or decrease the number of crossing locations to be staffed. The Contractor shall be flexible and provide guards for the hours needed on the instructions of appropriate City personnel.

A minimum of four (4) hours (which will vary slightly with each school) coverage daily at each school will be scheduled as follows:

Guards must be available to provide school crossing services one (1) hour before the start of the designated school, and one-half (½) hour after the close of the designated school.

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The City will inform the contractor of the specific dates when service will be required when the school schedule is made available by the School Board of Broward County.

A maximum of four (4) hours per school day will be paid for each guard, and six (6) hours per school day for each supervisor. The City will not pay for training hours.

N. Daily Field Supervision

The Contractor shall provide three (3) experienced field supervisors overseeing the operations at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City.

O. Guard Back Up

The Contractor shall provide each working guard with the name and telephone number of a back up in case the working guard cannot be at his post. The Contractor shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

P. Twenty-Four (24) Hour Answering Service

The Contractor shall provide for his employees a 24-hour answering service. During non-working hours when the field supervisor is not on duty a working guard shall, in the event that he cannot be at his assigned post, first contact his back up and then contact the service. This service will then contact the Contractor who will in turn confirm that the back-up guard will be on duty at his assigned crossing.

Q. Equipment

The Contractor is responsible for supplying all equipment necessary for the school crossing guards to perform their duties, to include, but not be limited to, the following equipment for each guard: A hand-held stop sign (retroreflective), a fluorescent and retroreflective safety vest, fluorescent orange gloves, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

The Contractor shall provide all other equipment that may be required.

R. School Year Schedule

The school year begins in mid-August and will run until approximately the beginning of June, with appropriate holidays and teacher work days that do not require coverage. In addition to the regular school year, summer school at all schools usually begins around the middle of June and lasts for approximately six (6) weeks. The City will inform the Contractor of the specific dates when they are made available.

S. Personnel Removal/Reassignment/Substitution

The City acknowledges that all employees and contractors of the Contractor shall be considered to be, at all time, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. However, the City reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the City, shall be complied with immediately.

T. Transition from Existing Contract

It is the City's desire that the successful contractor coordinate with the current contractor to offer the persons currently employed as crossing guards first consideration for any available crossing guard work in accordance with the successful contractor's employment terms and conditions.

U. 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.mypompanobeach.org. 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.

V. 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://mypompanobeach.org/directory/btr/index.html>

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.

Bidder Name _____

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.

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. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and 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. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

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 facsimile will not be accepted.
- 2. Completion of Bid Forms

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

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

- 4. Prices to be Firm

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

If there is an error in extensions (mathematical calculations), unit prices will prevail.
- 6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
- 7. Signed Bid Considered an Offer

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

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

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

9. **Brand Names**
- Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. **Default Provisions**
- In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. **Samples**
- Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. **Acceptance of Materials**
- The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. **Manufacturers' Certifications**
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. **Copyrights and Patent Rights**
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. **Laws and Regulations**
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. **Taxes**
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
17. **Conflict of Instructions**
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. **Exceptions to Specifications**
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
20. **Retention of Records and Right to Access Clause**
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. **Facilities**
- The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
22. **Anti-collusion Statement**
- By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

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

23. Indemnification

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

24. Reservation for Rejections and Award

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

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working 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

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. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

Bidder Name _____

SECTION III - PROPOSAL

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

Undersigned Bidder proposes to provide School Crossing Guard Service for the City of
Pompano Beach in accordance with the specifications contained herein, as follows:

Hourly rate for crossing guard: \$ _____

Hourly rate for field supervisor: \$ _____

Estimated annual cost to the City:

47 guards x \$ _____ /hr. x 4 hrs./day x 210 school days/yr. = \$ _____

3 field supervisors x \$ _____ /hr. x 6 hrs./day x 210 school days/yr. = \$ _____

GRAND TOTAL \$ _____

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 _____

.....

.....

..... zip

Federal Employer Identification #:

Bidder Name _____

Telephone number:

"Fax" number:

Acknowledgment of the following Addenda is noted:

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

Manual signature of company officer:

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

Signer's name (typed or printed):

Title of signer:

Bidders must answer the following questions (use attachments to your bid as necessary.)

1. Has your company provided School Crossing Guard contract services in the past?

YES _____ NO _____

If "yes", in an attachment, list current and prior crossing guard contract information including a description of the contract, duration of the contract, name of client, contact person, address, telephone number.

If "no", in an attachment, explain fully why you consider your company qualified to perform this service for the City of Pompano Beach.

2. How many years has your organization been in business? _____

3. Have you ever failed to complete work awarded to you?

YES _____ NO _____

If Yes, in an attachment, provide details of any such incident.

4. Will you sub-contract any part of the work included in the scope of this bid?

YES _____ NO _____

If Yes, in an attachment, list all subcontractors you will use on this contract.

5. In an attachment, list at least three (3) client references (excluding the City of Pompano Beach); furnish company name, contact, telephone number, description of service provided and dates of service.

6. Who will provide crossing guard training?

_____ your firm _____ a subcontractor

Name(s) of trainers: _____

With your bid, submit a copy of the certificate showing each proposed trainer has been certified by the State of Florida.

EXHIBIT A
CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Cypress Elementary	900 S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 3 Ave./S.W. 9 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	Racetrack Rd./S. Dixie Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 6 St./S. Dixie Hwy. S.W. 8 St./S.W. 3 Ave. (Mid Block)	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 5 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 6 St./N.E. 11 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 4 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	1000 N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Middle & Elementary	N.E. 6 St./N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle & Elementary	N.E. 5 Ave./N.E. 6 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	1000 N. Dixie Hwy. (N.W. 10 St./Dixie)	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 6 St./N. Dixie Hwy.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	S. Cypress Rd./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 11 Ave./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Charles Drew Elementary	N.W. 27 Ave./N.W. 9 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Charles Drew Elementary	N.W. 9 St./N.W. 30 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary	1350 S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary & St. Coleman's	E. McNab Rd./S. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
Markham Elementary	N.W. 15 Ave./N.W. 15 St.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Markham Elementary	N.W. 18 Ave./Hammondville Rd.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Palmview Elementary	Copans Rd./N.E. 1 Ave.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.

EXHIBIT A (CONTINUED)

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Palmview Elementary	N.E. 1 Ave./N.E. 25 Ct N.E. 1 Ave./N.E. 26 Ct	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m. 6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Palmview Elementary	N.W. 3 Ave./N.W. 18 Ct.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Sanders Park Elementary	N.W. 16 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Sanders Park Elementary	N.W. 15 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 24 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 7 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 Ct./N.E. 8 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Crystal Lake Middle School	Copans Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N. Dixie Hwy./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 39 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	Sample Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Norcrest Elementary School	N.E. 15 Ave./N.E. 40 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 17 Ave./N.E. 42 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 16 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 18 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____

Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____

Total SBE Contract Amount _____

Are documents requested submitted accordingly YES NO

SBE EXHIBIT "A"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of SBE Contractor)

(address):

BY: _____

SBE EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

**SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM**

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)

Said SBE CONTRACTOR(s):

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "C"

GOOD FAITH EFFORT REPORT

BID # _____

1. What portions of the contract have you identified as SBE opportunities?

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you?

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

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

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

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

**LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR**

Bid Number _____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

LOCAL BUSINESS EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # _____

1. What portions of the contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

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

8. Other comments: _____

RETURN THIS FORM WITH YOUR BID

Bidder Name _____

LOCAL BUSINESS EXHIBIT "D"

BID H-36-11, SCHOOL CROSSING GUARD SERVICE

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. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

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

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



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



BID H-36-11 -- SCHOOL CROSSING GUARD SERVICE

May 3, 2011

The City of Pompano Beach is currently soliciting bids to establish a contract for the provision of School Crossing Guard Service. Bids will be received until 2:00 p.m. (local), May 27, 2011 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.

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 Leeta Hardin, General Services Director, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual contract for the provision of School Crossing Guard Service as and when needed. The company awarded this contract will be responsible for providing crossing guards at locations specified by the City, shall be completely responsible for the supervision of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements.

EXHIBIT
"B"

B. 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.

C. Questions And Communication

All questions regarding the bid 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. All questions must include the inquiring firm's name, address, telephone number and Bid name and number. Questions must be received at least seven (7) calendar days before the scheduled bid opening. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the bid document from the City.

D. Contract Period

The initial contract period shall commence August 17, 2011 and ending August 16, 2012. The contract shall be automatically renewed for four (4) additional one-year (twelve month) periods unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the additional period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. All terms 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 the City invokes this extension clause.

E. Basis of Award

Award will be made to the lowest responsive, responsible bidder. The per hour charges proposed will include all costs for labor, equipment, supervision, insurance, and any other costs incurred by the contractor in performing the work specified.

The City reserves the right to make the sole determination of bidder's responsiveness and responsibility. Investigation by the City to evaluate bids submitted may include an inspection of a bidder's facilities, evaluation of financial stability of bidder, and investigation of other factors relating to bidder's capacity to perform the contract. The City reserves the right to request to review a bidder's audited financial statement, bank references, and other business references. Bidders must demonstrate that they have sufficient capacity to fulfill the contract requirements of providing school crossing guard services in the City of Pompano Beach, Broward County, Florida, as specified herein.

F. Cost Adjustment

The hourly charges offered and accepted must remain firm for the duration of the initial term of the contract, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed through directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase.

Any increase or decrease proposed for a renewal term must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented or are considered by the City to be excessive. In the event that the City determines that the costs as submitted are not properly documented, or are excessive, and the matter cannot be resolved to the satisfaction of the City, the contract may be cancelled with sixty (60) days written notice or it may not be renewed for the additional optional renewal period(s).

Costs for any extension term(s) are subject to an adjustment only if an increase or decrease occurs throughout the local industry. The City will use changes in the State of Florida and Federal Minimum Wage Rates and the Consumer Price Index (CPI) (United States All Urban Consumers), as published by the Bureau of Labor Statistics of the U.S. Department of Labor, and documented payroll figures provided by the Contractor in any adjustment review. Such adjustment, if approved, may not exceed three percent (3%) or the CPI, whichever is lower.

G. Insurance

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

The following insurance coverage shall be required.

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

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

C. Real & Personal Property Insurance

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

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY	MINIMUM \$1,000,000 OCCURRENCE/AGGREGATE	
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
XX products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
— damage		
XX independent contractors		
XX personal injury	personal injury	

For service provided under this contract, the Contractor shall employ persons who are neat, clean, well groomed, courteous and at least twenty one (21) years of age. The Contractor must obtain approval from the designated City representative for all persons to be employed as crossing guards before such persons commence work. If requested by the City, contractor agrees to remove any employee and substitute an acceptable person at that crossing post. Contractor is responsible for ensuring employees have completed all required training before being assigned to work as crossing guards.

Contractor shall provide the City with a list of names, and telephone numbers, and training dates of all guards, back-up guards, and field supervisors. Changes to the list are to be provided to the City as they occur.

Criminal Background History Check: The Contractor, at no cost to the City, shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the Contract Administrator with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract. Guards, back-up guards, supervisors, and/or trainers with felony arrest history, misdemeanor arrest history involving moral turpitude, or being listed as a sexual predator or offender, shall not work on this contract without the express written consent of the Contract Administrator. The Contractor shall provide the Contract Administrator with the results of the criminal background history check prior to employment. Use of guards, back-up guards, supervisors or trainers who have not successfully passed the criminal background history check may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon receipt of such information, will immediately notify the Contract Administrator. Annual criminal background history re-checks as provided in paragraph a above, at no cost to the City, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

J. Daily Time Sheets

The Contractor must maintain a daily time sheet with the signature of the employee on each work shift and the location of their guard post. A copy of this log will be submitted daily to the City.

K. Invoices

The City will accept invoices no more frequently than once per month. Each invoice shall be accompanied by a time sheet detailing all employee time logged for the invoice period. The time sheet must list each guard by name, location, and daily hours worked. Invoices shall be paid completely by the City within twenty (20) days of receipt of the invoice, except for items questioned. The City shall notify the Contractor within fifteen (15) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

L. Training

It shall be the responsibility of the Contractor to ensure that all persons employed as crossing guards receive proper training as required by law. The contractor may perform the training with its own staff if they are certified crossing guard trainers, or sub-contract for certified training to meet this requirement.

Formal training of all new or former crossing guards shall be conducted as per the standards established by the State of Florida Department of Transportation, in accordance with Section 316.75, Florida Statutes, known as the "Ramon Turnquest School Crossing Guard Act." Such training shall be conducted by certified school crossing guard trainers, as required by the Florida Department of Transportation, and consist of, at a minimum:

- (1) Classroom Training
- (2) Field Training

The Contractor will provide at least one (1) training/re-training session per year, which shall be attended by all of the Contractor's employees assigned to work on the City contract. Any additional training, such as training of new employees throughout the school year, will be the sole responsibility of the Contractor.

M. Schedule Of Service

It is anticipated that fifty (50) school crossing guards will be required for each school day. However, this is an estimate and the designated City representative will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time.

The Contractor shall be required to provide coverage at the forty-one (41) school crossings, located within the City limits. See Exhibit "A" for list of locations. The City reserves the right to increase or decrease the number of crossing locations to be staffed. The Contractor shall be flexible and provide guards for the hours needed on the instructions of appropriate City personnel.

A minimum of four (4) hours (which will vary slightly with each school) coverage daily at each school will be scheduled as follows:

Guards must be available to provide school crossing services one (1) hour before the start of the designated school, and one-half (½) hour after the close of the designated school.

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The City will inform the contractor of the specific dates when service will be required when the school schedule is made available by the School Board of Broward County.

A maximum of four (4) hours per school day will be paid for each guard, and six (6) hours per school day for each supervisor. The City will not pay for training hours.

N. Daily Field Supervision

The Contractor shall provide three (3) experienced field supervisors overseeing the operations at all times the guards are on duty. All supervisory personnel shall be certified school crossing guards. It will be the responsibility of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City.

O. Guard Back Up

The Contractor shall provide each working guard with the name and telephone number of a back up in case the working guard cannot be at his post. The Contractor shall ensure that the back-up guard is fully trained and familiar with the specific crossing location.

P. Twenty-Four (24) Hour Answering Service

The Contractor shall provide for his employees a 24-hour answering service. During non-working hours when the field supervisor is not on duty a working guard shall, in the event that he cannot be at his assigned post, first contact his back up and then contact the service. This service will then contact the Contractor who will in turn confirm that the back-up guard will be on duty at his assigned crossing.

Q. Equipment

The Contractor is responsible for supplying all equipment necessary for the school crossing guards to perform their duties, to include, but not be limited to, the following equipment for each guard: A hand-held stop sign (retroreflective), a fluorescent and retroreflective safety vest, fluorescent orange gloves, and a metal whistle with lanyard. Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor.

The Contractor shall provide all other equipment that may be required.

R. School Year Schedule

The school year begins in mid-August and will run until approximately the beginning of June, with appropriate holidays and teacher work days that do not require coverage. In addition to the regular school year, summer school at all schools usually begins around the middle of June and lasts for approximately six (6) weeks. The City will inform the Contractor of the specific dates when they are made available.

S. Personnel Removal/Reassignment/Substitution

The City acknowledges that all employees and contractors of the Contractor shall be considered to be, at all time, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. However, the City reserves the right to request the Contractor to remove any Contractor employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the City, shall be complied with immediately.

T. Transition from Existing Contract

It is the City's desire that the successful contractor coordinate with the current contractor to offer the persons currently employed as crossing guards first consideration for any available crossing guard work in accordance with the successful contractor's employment terms and conditions.

U. 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.mypompanobeach.org. 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.

V. 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://mypompanobeach.org/directory/btr/index.html>

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.

Bidder Name NEXTIFF

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.

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. Bid envelopes are provided with the bid forms. Your bid should be returned in the envelope (with the correct postage affixed if the bid is mailed) and 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. If not using the City-provided envelope to mail your bid, or if using a delivery service other than the U.S. Post Office, use the following address:

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 facsimile will not be accepted.
2. Completion of Bid Forms

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

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

4. Prices to be Firm

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

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

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

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

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

- 9. Brand Names
Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
- 10. Default Provisions
In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
- 11. Samples
Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
- 12. Acceptance of Materials
The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
- 13. Manufacturers' Certifications
The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
- 14. Copyrights and Patent Rights
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
- 15. Laws and Regulations
All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

- 16. Taxes
The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85-8012621672C-6 and Federal exemption tax #59-74-0083K apply and appear on each purchase order.
- 17. Conflict of Instructions
If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
- 18. Exceptions to Specifications
For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
- 19. Warranties
The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
- 20. Retention of Records and Right to Access Clause
The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
- 21. Facilities
The City reserves the right to inspect the bidder's facilities at any time, without prior notice.
- 22. Anti-collusion Statement
By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

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

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

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

25. Interpretations
Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than five (5) working 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
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. Bidders should state any payment discount in space provided on Proposal form.

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

Bidder Name NEXTAFF

SECTION III - PROPOSAL

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

Undersigned Bidder proposes to provide School Crossing Guard Service for the City of Pompano Beach in accordance with the specifications contained herein, as follows:

Hourly rate for crossing guard: \$ 10.61

Hourly rate for field supervisor: \$ 10.61

Estimated annual cost to the City:

47 guards x \$ 10.61 /hr. x 4 hrs./day x 210 school days/yr. = \$ 418,882.80

3 field supervisors x \$ 10.61 /hr. x 6 hrs./day x 210 school days/yr. = \$ 40,105.80

GRAND TOTAL \$ 458,988.60

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

The Bidder Corp of South Florida, LLC db/a NEXTAFF

7481 West Halland Park Boulevard #307

Lauderhill, Florida zip 33319

Federal Employer Identification #: 41-2133283

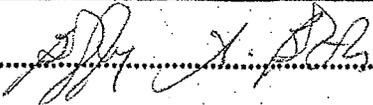
Bidder Name NEXTRAF

Telephone number: 954.733.0777

"Fax" number: 954.733.0444

Acknowledgment of the following Addenda is noted:

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

Manual signature of company officer: 

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

Signer's name (typed or printed): Barry A. Butler

Title of signer: Managing Member

Bidders must answer the following questions (use attachments to your bid as necessary.)

1. Has your company provided School Crossing Guard contract services in the past?

YES X NO _____

If "yes", in an attachment, list current and prior crossing guard contract information including a description of the contract, duration of the contract, name of client, contact person, address, telephone number.

If "no", in an attachment, explain fully why you consider your company qualified to perform this service for the City of Pompano Beach.

2. How many years has your organization been in business? five

3. Have you ever failed to complete work awarded to you?

YES _____ NO X

If Yes, in an attachment, provide details of any such incident.

4. Will you sub-contract any part of the work included in the scope of this bid?

YES _____ NO X

If Yes, in an attachment, list all subcontractors you will use on this contract.

5. In an attachment, list at least three (3) client references (excluding the City of Pompano Beach); furnish company name, contact, telephone number, description of service provided and dates of service.

6. Who will provide crossing guard training?

X your firm _____ a subcontractor

Name(s) of trainers: DELISHA WILLIAMS, LEAD & STAFF TRAINERS

With your bid, submit a copy of the certificate showing each proposed trainer has been certified by the State of Florida.

EXHIBIT A

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Cypress Elementary	900 S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 3 Ave./S.W. 9 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	Racetrack Rd./S. Dixie Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cypress Elementary	S.W. 6 St./S. Dixie Hwy. S.W. 8 St./S.W. 3 Ave. (Mid Block)	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 5 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 6 St./N.E. 11 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 8 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	N.E. 4 St./N.E. 13 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Elementary	1000 N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Pompano Beach Middle & Elementary	N.E. 6 St./N. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle & Elementary	N.E. 5 Ave./N.E. 6 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m. 8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	1000 N. Dixie Hwy. (N.W. 10 St./Dixie)	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 6 St./N. Dixie Hwy.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	S. Cypress Rd./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Pompano Beach Middle	N.E. 11 Ave./E. Atlantic Blvd.	8:15 a.m. - 9:15 a.m. & 3:45 p.m. - 4:15 p.m.
Charles Drew Elementary	N.W. 27 Ave./N.W. 9 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Charles Drew Elementary	N.W. 9 St./N.W. 30 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary	1350 S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
McNab Elementary & St. Coleman's	E. McNab Rd./S. Federal Hwy.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S. Cypress Rd.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
McNab Elementary & St. Coleman's	McNab Rd./S.E. 9 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 3:15 p.m.
Markham Elementary	N.W. 15 Ave./N.W. 15 St.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Markham Elementary	N.W. 18 Ave./Hammondville Rd.	7:10 a.m. - 8:10 a.m. & 2:10 p.m. - 2:40 p.m.
Palmview Elementary	Copans Rd./N.E. 1 Ave.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.

EXHIBIT A (CONTINUED)

CROSSING LOCATIONS

SCHOOL	GUARD LOCATION	TIMES
Palmview Elementary	N.E. 1 Ave./N.E. 25 Ct N.E. 1 Ave./N.E. 26 Ct	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m. 6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Palmview Elementary	N.W. 3 Ave./N.W. 18 Ct.	6:50 a.m. - 7:50 a.m. & 1:50 p.m. - 2:20 p.m.
Sanders Park Elementary	N.W. 16 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Sanders Park Elementary	N.W. 15 St./N.W. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 24 St./N.E. 6 Ave.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 St./N.E. 7 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Cresthaven Elementary	N.E. 25 Ct./N.E. 8 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Crystal Lake Middle School	Copans Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N. Dixie Hwy./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 33 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	N.E. 3 Ave./N.E. 39 St.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Crystal Lake Middle School	Sample Rd./N.E. 3 Ave.	8:30 a.m. - 9:30 a.m. & 4:00 p.m. - 4:30 p.m.
Norcrest Elementary School	N.E. 15 Ave./N.E. 40 St.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 17 Ave./N.E. 42 Ct.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 16 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.
Norcrest Elementary School	N.E. 39 St./N.E. 18 Terr.	7:00 a.m. - 8:00 a.m. & 2:00 p.m. - 2:30 p.m.

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTRAF

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: H-36-11 School Crossing Contractor's Name: The Butler firm of dunn firm of albila
SEMO SERVICES NEXTRAF

<u>Name of Firm</u>	<u>Contact Person</u> <u>Telephone Number</u>	<u>Type of Work To Be Performed</u>	<u>Contract Amount</u>
<u>The Bidder is A Certified Small Business Enterprise. Please</u>			
<u>SEE Attached Certificate.</u>			

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____ Total SBE Contract Amount _____

Are documents requested submitted accordingly YES NO

SBE EXHIBIT "A"

MS Initial

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTAFF

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

Bid Number H-36-11

TO: N/A
(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"

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTRAF

**SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM**

BID # H-36-11

I, N/A

(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"

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTRAF

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number H-36-11

TO: NEXTRAF
(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:

N/A

at the following price: _____

(Date)

(Name of Local Business Contractor)

(address):

BY: _____

LOCAL BUSINESS EXHIBIT "B"

RETURN THIS FORM WITH YOUR BID

Bidder Name NEXTAFF

**LOCAL BUSINESS
UNAVAILABILITY FORM**

BID # H-36-11

I, N/A

(Name and Title)

of _____, certify that on the _____ day of _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- Did not bid in response to the invitation
- Submitted a bid which was not the low responsible bid
- Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "C"

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID # H-36-11

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: _____

BID H-36-11, SCHOOL CROSSING GUARD SERVICE

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. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

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

- We do not offer this product or an equivalent
- Our workload would not permit us to perform
- Insufficient time to respond to the Invitation for Bid
- Unable to meet specifications (explain below)
- Other (specify below)

Remarks N/A.

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____



REFERENCES

Company/Agency: Town of Davie
Contact: Lori Lysfjord
Telephone: 954.693.8268
Scope of Contract: Temporary Staffing - School Crossing Guard Services
Dates: Current contract – Began 08/2009

Company/Agency: Town of Jupiter
Contact: Lieutenant Sam Miller
Telephone: 561.746.5134
Scope of Contract: Temporary Staffing – School Crossing Guard Services
Dates: Current contract – Began 08/2010

Company/Agency: Broward County
Contact: Robert Cole
Telephone: 954.341.3931, Extension 233
Scope of Contract: Temporary Staffing – Food Services Personnel
Dates: Current contract – Began 08/2008

Company/Agency: Sun Life Stadium
Contact: Sam Richards
Telephone: 305.623.6100
Scope of Contract: Temporary Staffing – Event Services
Dates: Former Contract - November 2006 – January 2008





Office of Economic and
Small Business Development

Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010 • TTY 954-357-5664

This Certificate is Awarded to:

THE BUTLER GROUP OF SOUTH FLORIDA, LLC

As set forth in the Business Opportunity Act of 2004
and/or the County Business Enterprise Act of 2009, the
certification requirements have been met for:

**County Business Enterprise
Small Business Enterprise**

BC - CBE/SBE - Certificate Expires: 01/19/2014


Small Business Development Manager

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

Sharon Lee Adt

*has successfully completed the training
and is a certified*

School Crossing Guard Trainer

August 3, 2010

Date

Providance Nagy

Providance Nagy
Administrator/Trainer
Florida School Crossing Guard Training Program



Kevin J. Thibault

Kevin J. Thibault, P.E.
Governor's Highway Safety Representative

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

Jesse Grogan

*has successfully completed the training
and is a certified*

School Crossing Guard Trainer

August 3, 2010

Date

Providence Nagy

Providence Nagy
Administrator/Trainer
Florida School Crossing Guard Training Program



Kevin J. Thibault

Kevin J. Thibault, P.E.
Governor's Highway Safety Representative

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
FLORIDA SCHOOL CROSSING GUARD TRAINING PROGRAM

This is to certify that

Delisa Williams

*has successfully completed the training
and is a certified*

School Crossing Guard Trainer

May 5, 2009

Date


Carol Pulley
Administrator/Trainer
Florida School Crossing Guard Training Program




Kevin J. Thibault, R.E.
Governor's Highway Safety Representative

Insurance

The Butler Group of South Florida, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2014

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).

PRODUCER Rick Gibbs, P.A. Insurance Agency 1000 S. State Road 7 Plantation FL 33317		CONTACT NAME: PHONE (A/C, No, Ext): (954) 581-7740 FAX (A/C, No): (954) 584-9875 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID: 00008160	
INSURED The Butler Group Of South Fla dba Nextaff 3810 Inverrary Blvd Ste 205 Lauderhill FL 33319		INSURER(S) AFFORDING COVERAGE INSURER A: Essex INSURER B: Infinity INSURER C: USLI INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1162900599 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		2CS2586	06/29/14	06/29/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY		509800004536001	08/24/13	08/24/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
						\$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
C	Professional Liability		SP1022307C	06/29/14	06/29/15	E&O 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is listed as an additional insured.

CERTIFICATE HOLDER City of Pompano Beach 1801 Northeast 6th Street Pompano Beach, FL 33060	APPROVED RISK MANAGEMENT ON: 7/8/14 BY: JAM	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 Rick Gibbs/CARJAR
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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).

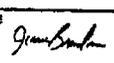
PRODUCER Commercial Lines - (813) 639-3000 Wells Fargo Insurance Services USA, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607	CONTACT NAME: Certificate Department PHONE (Area Code): 813-639-3000 FAX (Area Code): 855-299-7117 EMAIL: cfw.certrequest@wellsfargo.com ADDRESS:
INSURED Nexteff, LLC 11225 College Blvd., Suite 250 Overland Park, KS 68210	INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company NAIC # 25011 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 8244705 REVISION NUMBER: See below

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.

TYPE	TYPE OF INSURANCE	INSURER	POLICY NUMBER	EXPIRES	RESTART DATE	COVERAGE	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES/EQ. EQUIPMENT \$ MED EXP. (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/OWNER/EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below		WWCS108847	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER City of Pompano Beach 100 W Atlantic Blvd Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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APPROVED
RISK MANAGEMENT
DATE: 10-2-14
BY: C. Lawrence

Mercury Indemnity Company of America
PO.. Box 31476
Tampa, FL 33631
Customer Service: (800) 503-3724



BUSINESS AUTO POLICY
ADDITIONAL INSURED Amended Declarations
Effective Date: 10/07/2014

NAMED INSURED: THE BUTLER GROUP OF SO FLORIDA 3810 Inverrary Blvd Ste 205 Lauderhill, FL 33319-4380	AGENT: RICK GIBBS INSURANCE AGCY 1000 S SR 7 PLANTATION, FL 33317 (954) 581-7740
---	---

Insurance Company:	Mercury Indemnity Company of America
Policy Number:	BA090000006870
Policy Period:	From: 10/03/2014 to 10/03/2015 at 12:01 AM Standard Time at your mailing address
Additional Insured:	CITY OF POMPANO BEACH
Address:	1801 NE 6th St , Pompano Beach FL 33060
Endorsements Attached:	CA 20 48 02 99 - Designated Insured

Covered Autos:	Symbol 1 - Any "Auto"
Limits of Insurance:	\$1,000,000 CSL

APPROVED
RISK MANAGEMENT
ON: 10/14/14
BY: JAM

Meeting Date: 7/26/11

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid H-36-11, School Crossing Guard Service, to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff, for an annual contract, at an estimated cost of \$458,989 per year.

Summary of Purpose and Why:

Bid H-36-11 was issued to establish an annual contract for the provision of school crossing guard services. Bid award is recommended to the low responsive and responsible bidder, The Butler Group of South Florida LLC d/b/a Nextaff. The contract period is one year, commencing August 17, 2011, with contract renewal possible as stated in the bid specifications. The contractor will provide all necessary training, supervision, and personnel required to staff crossing locations throughout the City. Based on the estimated number of hours required per year, and the hourly rates, annual expenditures from this contract may total \$458,989. This solicitation was assigned a voluntary 5% Local Business participation goal, and a voluntary 5% Small Business Enterprise participation goal; the recommended bidder is a certified SBE firm, they did not indicate Local Business participation. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Administrator 954 786-4191
- (3) Expiration of contract, if applicable: n/a
- (4) Fiscal impact and source of funding: Approximately \$458,989 per year, from account 001-9910-599.31-60, General Fund / Non-Departmental / Other Professional Services.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Parks & Recreation	<u>7-27-11</u>	<u>approve</u>	<u>[Signature]</u>
General Services	<u>7/15/11</u>	<u>approve</u>	<u>[Signature]</u>
Finance	<u>7/21/11</u>	<u>Approve</u>	<u>[Signature]</u>
Budget	<u>7/21/11</u>		<u>[Signature]</u>

City Manager [Signature]

ACTION TAKEN BY COMMISSION:

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

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: H-36-11 Title: School Crossing Guard Service
 Date 5/27/11

Bidder:	Action Labor Management/Staffing Connection, Ste 306, 6555 N. Powerline Road, Ft. Lauderdale, Fl 33309	All City Management Services, Inc., 1749 South La Cienega Blvd, Los Angeles, CA 90035	Code Security & Protection Services Inc, 9675 4th Street West, St Petesburg, Fl 33702
Hourly rate for crossing guard:	\$11.11	\$12.96	\$12.41
Hourly rate for field supervisor:	\$11.00	\$14.97	\$12.41
Estimated annual cost to the City:	\$480,202.80	\$568,247.40	\$536,856.60
SBE goal 5%, forms submitted:	No SBE participation.	Bidder will subcontract to SBE firm approximately 0.4% (\$2,500).	Bidder will subcontract to SBE/Local firm approximately 0.8% (\$4,500).
Local Business goal 5%, forms submitted:	No Local participation.	No Local participation.	Bidder will subcontract to SBE/Local firm approximately 0.8% (\$4,500).
Notes:			

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: H-36-11 Title: School Crossing Guard Service
 Date 5/27/11

Bidder:	Digos Enterprises, 2010 N.W. 1st Terrace, Pompano Beach, Fl 33060	Kemp Group International Corporation, 2111 S.W. 60th Way, Miramar, Fl 33023	The Butler Group of South Florida d/b/a Nextaff, 7481 W. Oakland Park Blvd, Ste 307, Lauderhill, Fl 33319
Hourly rate for crossing guard:	\$9.95	\$13.00	\$10.61
Hourly rate for field supervisor:	\$11.00	\$13.00	\$10.61
Estimated annual cost to the City:	\$434,406.00	\$562,380.00	\$458,988.60
SBE goal 5%, forms submitted:	Bidder is a certified SBE firm.	Bidder states firm is SBE.	The Butler Group is a certified SBE firm.
Local Business goal 5%, forms submitted:	Bidder is a Local business.	No Local participation.	No Local participation.
Notes:			



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

June 2, 2014

Buffy A. Butler, Managing Member
The Butler Group of South Florida LLC d/b/a Nextaff
7481 W. Oakland Park Blvd., #307
Lauderhill, FL 33319

Via Email: bbutler@nextaff.com and Facsimile: (954) 733-0444

Dear Ms. Butler,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for Bid H-36-11, School Crossing Guard Service. This renewal will be for one year, from August 17, 2014 to August 16, 2015.

Thank you for your continued cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Otis J. Thomas", written over a white background.

Otis J. Thomas
General Services Director

cc: Missy Kitts, Parks and Recreation
file



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

July 1, 2013

Buffy A. Butler, Managing Member
The Butler Group of South Florida LLC d/b/a Nextaff
7481 W. Oakland Park Blvd., #307
Lauderhill, FL 33319

Dear Ms. Butler,

This letter is to confirm the City of Pompano Beach is exercising the contract renewal option with your company for Bid H-36-11, School Crossing Guard Service. This renewal will be for one year, from August 17, 2013 to August 16, 2014.

Thank you for your continued cooperation.

Very truly yours,

Leeta Hardin
General Services Director

cc: Missy Kitts, Parks and Recreation
file



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

August 1, 2011

Buffy A. Butler, Managing Member
The Butler Group of South Florida LLC d/b/a Nextaff
7481 W. Oakland Park Blvd., #307
Lauderhill, FL 33319

Via Facsimile (954) 733-0444

Dear Ms. Butler,

The City Commission, at their July 26, 2011 meeting, agenda item #3, approved award of a contract to your company for the following:

Bid H-36-11, School Crossing Guard Service

The contract period shall be one year, from August 17, 2011 through August 16, 2012, with possible contract renewal for additional twelve-month periods as stated in the bid specifications. The specifications, terms and conditions of the Bid shall remain firm for the initial contract period, and any renewal period.

As required by the Bid specifications, please forward current insurance certificates to the Purchasing office within ten (10) days of receipt of this letter. I have enclosed a copy of the Insurance section from the Bid for your reference. Please have your insurance agent fax copies of the certificate(s) to the Purchasing office at (954) 786-4168, and mail the current certificate(s) to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060. After our Risk Manager approves the certificate(s) a Purchase Order can be issued.

The Parks and Recreation Department is responsible for administering the School Crossing Guard contract. Please contact Carol Foland, Recreation Manager, at (954) 786-4185 to coordinate commencement of service, etc.

Very truly yours,

Leeta Hardin
General Services Director

/lh
enclosure

cc: Carol Foland, Parks & Recreation
file

FAXED
8/1

REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/> Ordinance	Resolution	Consideration/ Discussion	Presentation
Short Title: <u>AN ORDINANCE APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO AND THE SHERIFF OF BROWARD COUNTY.</u>				

Summary of Purpose and Why:

To extend agreement to allow for continued negotiations for police services.

- (1) Origin of request for this action: Broward County Sheriff and City
- (2) Primary staff contact: Dennis W. Beach/Mark Berman 954 4501
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	<u>4/8/15</u>	<u>Approved</u>	<u>[Signature]</u>
Finance	<u>4-9-15</u>	<u>Approved</u>	<u>[Signature]</u>
Budget			

[Signature]

City Manager

Dennis W. Beach

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-780

March 30, 2015

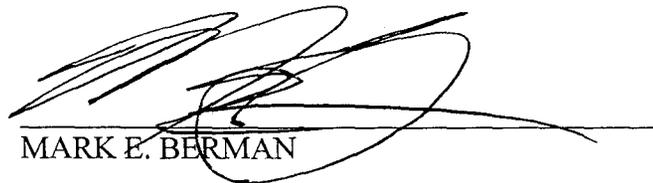
2015 MAR 30 PM 4:32

TO: Dennis W. Beach, City Manager
FROM: Mark E. Berman, Assistant City Attorney
RE: Ordinance – Third Amendment to Agreement for Police Services

As requested, the above-referenced Agreement has been revised and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please do not hesitate to contact me if I may be of further assistance.


MARK E. BERMAN

/jrm
l:cor/mgr/2015-780

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THIRD AMENDMENT TO AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY; 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 Third Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
3/30/15
L:ord/2015-279

THIRD AMENDMENT

TO

AGREEMENT

FOR

POLICE SERVICES

This Third Amendment is entered into this ____ day of _____, 2015, by and between the Sheriff of Broward County (hereinafter referred to as "SHERIFF") and the City of Pompano Beach, FL (hereinafter referred to as the "CITY").

WHEREAS, on or about July 26, 2010, SHERIFF and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about January 31, 2011, SHERIFF and the CITY entered into a First Amendment, which removed Code Compliance from the staffing structure; and

WHEREAS, on or about September 30, 2014, SHERIFF and the CITY entered into a Second Amendment, to extend the term of the Agreement; and

WHEREAS, the Agreement for Police Services, First Amendment and Second Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, CITY and SHERIFF are now desirous of extending the Agreement to allow for continued negotiations; and

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated by reference.
2. The Agreement shall be extended until September 30, 2015. This Amendment shall be retroactive to January 27, 2015.
3. Effective May 1, 2015, the staffing level is amended as follows:

District Complement

1 Major

3 Captains

- 6 Lieutenants
- 22 Sergeants
- 201 Deputy Sheriffs
- 16 Community Service Aides
- 1 Investigative Aide II
- 2 Records Technician
- 8 Secretarial Support
- 260 TOTAL PERSONNEL

4. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS HEREOF, each of the parties hereto executes this Third Amendment through its duly authorized representatives as set forth below.

“SHERIFF”:

SHERIFF OF BROWARD COUNTY

SCOTT J. ISRAEL, SHERIFF

Date: _____

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
RONALD M. GUNZBURGER
GENERAL COUNSEL

Date: _____

“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

:jrm
3/30/15
agr/bs0/2015-783

H:contracts/pompano beach 3rd amendment 3-11-15

ORDINANCE NO. 2014- 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 A SECOND AMENDMENT TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY TO EXTEND THE TERM OF THE ORIGINAL AGREEMENT FOR A TEMPORARY PERIOD; 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 Second Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, 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.

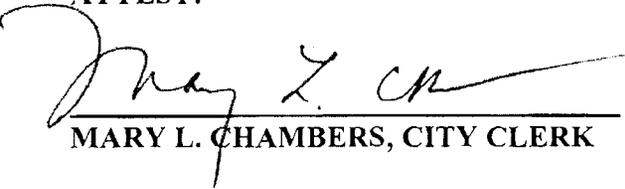
PASSED FIRST READING this 14th day of October, 2014.

PASSED SECOND READING this 23rd day of September, 2014.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
9/9/14
l:ord/2014-398

SECOND AMENDMENT TO THE
AGREEMENT FOR POLICE SERVICES

This Second Amendment is entered into this 30th day of Sept., 2014, by and between the Broward Sheriff's Office (hereinafter referred to as "BSO") and the City of Pompano Beach, Florida (hereinafter referred to as the "CITY").

WHEREAS, on or about July 26, 2010, BSO and the CITY entered into an Agreement for Police Services; and

WHEREAS, on or about January 31, 2011, BSO and the CITY entered into a First Amendment, which removed Code Compliance from the staffing structure; and

WHEREAS, the Agreement for Police Services, and First Amendment are hereinafter collectively referred to as the "Agreement"; and

WHEREAS, BSO and the CITY are currently negotiating a new agreement and are desirous of extending the term of the current Agreement to allow for such negotiations; and

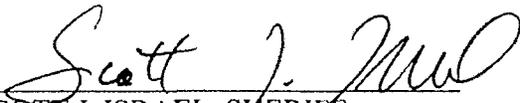
NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and incorporated by reference.
2. The term of the Agreement is hereby extended until a new agreement between the Parties is reached, however, the extended term shall not be more than 120 days.
3. Except as otherwise provided herein, the remaining terms and conditions of the Agreement shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, each of the parties hereto executes this Second Amendment through its duly authorized representatives as set forth below.

BROWARD SHERIFF'S OFFICE



SCOTT J. ISRAEL, SHERIFF

Date: 9/17/2014

Approved as to form and legal sufficiency subject to the execution by the parties:

By: 

RONALD M. GUNZBURGER, GENERAL COUNSEL

Date: 09/17/14

LF

ORDINANCE NO. 2011- 21

**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 TO THE AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY; 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 Amendment to the Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, 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.

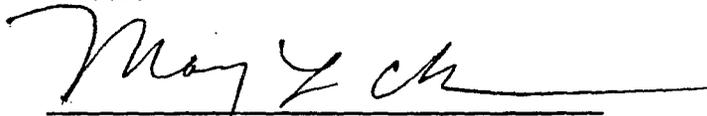
PASSED FIRST READING this 11th day of January, 2011.

PASSED SECOND READING this 25th day of January, 2011.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
12/14/10
l:ord/2011-127

472. 18

**AMENDMENT TO THE AGREEMENT
FOR POLICE SERVICES**

THIS AGREEMENT, made this 31st day of January, 2011, by
and between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, hereinafter referred to as "CITY,"

and

SHERIFF OF BROWARD COUNTY, hereinafter referred to as
"BSO."

WITNESSETH:

WHEREAS, on July 26, 2010, the CITY and BSO entered into an Agreement for Police
Services ("Agreement"), and approved by Ordinance No. 2010-38; and

WHEREAS, Section 7.5 of said Agreement provided that the CITY had the right to
terminate BSO's provision of Code Compliance Services upon proper written notice; and

WHEREAS, on October 28, 2010, the CITY provided BSO with written notice of its
request to terminate BSO's provision of Code Compliance Services, effective February 1, 2011;
and

WHEREAS, the termination of the provision of Code Compliance Services by BSO
effects and requires that the monthly consideration paid by the CITY to BSO be modified; and

WHEREAS, the Agreement for Police Services requires language to address BSO's
responsibilities with regard to obtaining and maintaining Federal forfeiture assets on behalf of
the CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The original Agreement executed on July 26, 2010, shall remain in full force and effect except as specifically amended hereinbelow.

3. Section 3.1, "Staffing," of Article 3, "Staffing and Employment Structure," shall be amended to read as follows:

ARTICLE 3
STAFFING AND EMPLOYMENT STRUCTURE

3.1 STAFFING. Commencing on the Effective Date, the staffing structure for the District (hereinafter collectively referred to as the "Staffing Structure") will be as follows:

Major	1
Captains	3
Lieutenants	6
Sergeants	22
Deputy Sheriffs	201
CSA's	14
Investigative Aide II	1
Code Inspectors	13
Sr. Parking Enforcement	1
Parking Enforcement Specialist	2
Parking Meter Mechanic	1
Communication Operators	33
Records Technician	2
Secretarial Support	8 7
Custodian	1
TOTAL	<u>309</u> 295

4. Section 8.1, "Initial Consideration," of Article 8, "Consideration," shall be amended to read as follows:

ARTICLE 8
CONSIDERATION

8.1 INITIAL CONSIDERATION. For the period from the Effective Date through September 30, 2011, the annualized consideration amount payable by the CITY to BSO for police services shall be \$37,250,000, which is a monthly payment of \$3,104,166.67 payable on the 1st of each month. For the time period from February 1, 2011 through September 30, 2011, the annualized consideration shall be \$35,904,794, which is a monthly payment of \$2,992,066.17, payable on the first of each month. If cost increases occur between the Effective Date and September 30, 2011, BSO will notify the CITY and make mutually agreeable adjustments to delivery of services to absorb these costs based upon detailed financial information provided by BSO.

...

5. Article 9, "Fines, Forfeitures, Revenues: Payment," shall be amended by creating Section 9.11, "Federal Forfeiture Proceeds," to read as follows:

ARTICLE 9
FINES, FORFEITURES, REVENUES: PAYMENT

...

9.11 FEDERAL FORFEITURE PROCEEDS. In accordance with the guidelines established by the U. S. Department of Justice for sharing of Federal forfeiture proceeds, BSO, as the CITY's law enforcement agency, shall procure CITY's proper share of such proceeds to which it is entitled. BSO shall disclose all such proceeds as part of its quarterly written report to the CITY described in Section 9.9 above. BSO shall remit said Federal forfeiture assets to the CITY for deposit and use provided CITY is registered with the U. S. Department of Justice for said purposes. CITY shall maintain such proceeds and conform to all required Federal regulations for same including, but not limited to, reporting requirements. CITY may utilize such proceeds for purposes it approves by and through a resolution of its City Commission, in accordance with Federal guidelines for proper use of same.

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Christine Wodka

By:

[Signature]
LAMAR FISHER, MAYOR

Shelby 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 31st day of January, 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



"BSO":

Witnesses:

[Signature]
Susan Page

SHERIFF OF BROWARD COUNTY

BY: [Signature]
Al Lamberti, Sheriff

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: [Signature]
Judith Levine, General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of JANUARY, 2011 by AL LAMBERTI, as SHERIFF OF BROWARD COUNTY, who is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:



ALAN W BERKOWITZ
MY COMMISSION # DD 793807
EXPIRES: October 2, 2012
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
ALAN W. Berkowitz
(Name of Acknowledger Typed, Printed or Stamped)
DD 793807
Commission Number

MEB/jrm
12/17/10
l:agr/bs0/2011-389

EXEMPT
COPY

ORDINANCE NO. 2010-38

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That an Agreement for Police Services between the City of Pompano Beach and the Sheriff of Broward County, Florida, 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.

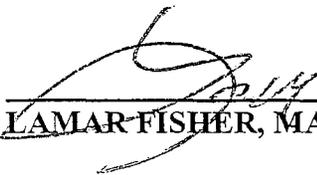
SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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 22nd day of June, 2010.

PASSED SECOND READING this 13th day of July, 2010.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

/jrm
6/9/10
l:ord/2010-286

TABLE OF CONTENTS

ARTICLE 1- DEFINITIONS 1

 DEFINED TERMS 1

 1.1 Agreement..... 1

 1.2 Applicable Laws 1

 1.3 BSO..... 1

 1.4 BSO's Address 2

 1.5 CITY 2

 1.6 CITY's Address 2

 1.7 CITY Boundaries 2

 1.8 City Manager 2

 1.9 Consideration 2

 1.10 District Chief..... 2

 1.11 Effective Date..... 2

 1.12 Employees 2

 1.13 Facilities 2

 1.14 Lien 2

 1.15 Patrol Zone..... 2

 1.16 Police Headquarters 3

 1.17 Pompano Beach District..... 3

 1.18 Pompano Beach District Employees 3

 1.19 Services 3

 1.20 Term..... 3

 1.21 Termination Date..... 3

 1.22 Uniformed Deputy 3

ARTICLE 2 - GENERAL 3

 2.1 CONTRACTOR RELATIONSHIP 3

 2.2 NO PARTNERSHIP 4

 2.3 TERM 4

 2.4 REPRESENTATIONS AND WARRANTIES OF CITY 4

 2.4.1 Existence..... 4

 2.4.2 Enforceable 4

 2.4.3 Authority 4

 2.4.4 Accuracy 5

 2.5 REPRESENTATIONS AND WARRANTIES OF BSO 5

 2.5.1 Duly Elected 5

 2.5.2 Enforceable 5

 2.5.3 Authority 5

 2.5.4 Compliance 5

 2.5.5 Accuracy 6

 2.6 UNILATERAL ACTION..... 6

 2.7 INTERPRETATION..... 6

 2.8 ACCOUNTING TERMS..... 6

 2.9 CROSS REFERENCES..... 6

2.10	DRAFTING.....	6
ARTICLE 3 - STAFFING AND EMPLOYMENT STRUCTURE.....		
3.1	STAFFING	6
3.2	SCHOOL RESOURCE DEPUTIES.....	7
3.3	STAFF STRUCTURE AMENDMENTS.....	7
3.4	DEPLOYMENT OF STAFF.....	7
3.5	MINIMUM STAFFING AND DEPLOYMENT.....	7
3.6	EMPLOYMENT STANDARDS.....	8
3.7	EMPLOYMENT RESPONSIBILITIES.....	8
3.8	ANNUAL STAFFING REVIEW.....	8
3.9	OTHER STAFFING MODIFICATIONS.....	8
3.10	BSO'S RIGHT TO TRANSFER BSO EMPLOYEES OUT OF DISTRICT...9	
3.11	CITY'S RIGHT TO TRANSFER BSO EMPLOYEES OUT OF DISTRICT...9	
3.12	REPLACEMENTS.....	10
3.13	STAFFING CONTINUITY.....	10
3.14	ASSIGNMENT OF POLICE POWERS.....	10
3.15	EDUCATION.....	10
3.16	LAYOFFS.....	11
ARTICLE 4 - REPORTING.....		
4.1	REPORTS.....	11
4.2	QUARTERLY GOALS AND OBJECTIVES.....	11
4.3	ANNUAL REPORT.....	12
ARTICLE 5 - FACILITIES AND EQUIPMENT.....		
5.1	RADIO AND TELECOMMUNICATIONS EQUIPMENT.....	12
5.2	VEHICLE MARKINGS.....	12
5.3	POLICE HEADQUARTERS.....	12
5.4	FACILITIES.....	12
5.5	BSO RESPONSIBILITIES.....	13
5.6	CITY RESPONSIBILITIES.....	13
5.7	UTILITY COSTS.....	13
5.8	PARKING SPACES.....	13
5.9	INSURANCE COVERAGE.....	13
5.10	SURRENDER POSSESSION.....	14
ARTICLE 6 - DISTRICT CHIEF.....		
6.1	DISTRICT CHIEF.....	14
6.2	LOCATION OF DISTRICT CHIEF.....	14
6.3	RANK AND REASSIGNMENT.....	14
6.4	REASSIGNMENT BY CITY MANAGER.....	14
6.5	FILLING VACANIES.....	14
6.6	GOOD FAITH.....	15
6.7	MEETING ATTENDANCE.....	15

ARTICLE 7 - PARKING AND CODE ENFORCEMENT.....	15
ARTICLE 8 - CONSIDERATION	16
8.1 INITIAL CONSIDERATION.....	16
8.2 ANNUAL BUDGET.....	16
8.3 SCHOOL RESOURCE DEPUTIES.....	17
8.4 VEHICLE REIMBURSEMENT.....	17
8.5 VACANCIES	17
8.6 SETOFF.....	18
8.7 MORE FAVORABLE TERMS.....	18
8.8 E-911 COMMUNICATIONS/DISPATCH SERVICES.....	18
8.9 MONTHLY REPORTS.....	19
ARTICLE 9 - FINES, FORFEITURES, REVENUES: PAYMENT	19
9.1 LAW ENFORCEMENT EDUCATION FUNDS	19
9.2 FINES AND UNCLAIMED PROPERTY	19
9.3 SEIZED AND FORFEITED PROPERTY.....	20
9.10 GRANT FUNDS AND MISCELLANEOUS REVENUES.....	23
ARTICLE 10 - TOWING	23
ARTICLE 11 - INSURANCE	24
11.1 BSO OBLIGATIONS	24
11.2 CITY'S OBLIGATION.....	24
ARTICLE 12 - FUELING SITE.....	24
ARTICLE 13 - DEFAULT	26
13.1. DEFAULTS	26
13.1.1 Payment.....	26
13.1.2 Performance of Services	26
13.1.3 Other Performance.....	26
13.1.4 Bankruptcy of Defaulting Party.....	26
13.1.5 Default.....	26
13.2 REMEDIES	26
13.3 INTEREST AND LATE CHARGES	27
ARTICLE 14 - TERMINATION.....	27
ARTICLE 15 - INDEMNIFICATION	28
15.1 BSO'S OBLIGATIONS.....	28
15.2 CITY'S OBLIGATIONS	28
15.3 NO DUTY OF INDEMNIFICATION	28
15.4 SOVEREIGN IMMUNITY.....	28

ARTICLE 16 - DISPUTE RESOLUTION.....	28
ARTICLE 17 - MISCELLANEOUS.....	29
17.1 NOTICE.....	
17.2 NON-ASSIGNABILITY.....	29
17.3 TIME OF THE ESSENCE.....	30
17.4 ENTIRE AGREEMENT.....	30
17.5 APPLICABLE LAW.....	30
17.6 WAIVER OF RIGHTS.....	30
17.7 SEPARABILITY.....	31
17.8 WAIVER.....	31
17.9 FORCE MAJEURE.....	31
17.10 ATTORNEYS FEES.....	31

EXHIBIT A - CITY BOUNDARIES

EXHIBIT B - DESCRIPTION OF SERVICES

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the 26th day of July, 2010, is made by and between the CITY and BSO.

WITNESSETH:

WHEREAS, the CITY has heretofore maintained a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining the high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the CITY is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional police service, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1 Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.

1.2 Applicable Laws. "Applicable Laws" shall mean, with respect to any Person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such Person, and all orders or decrees of all courts and arbitrators in proceedings or actions to which the Person in question is a party or by which it or any of its property may be bound.

1.3 BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.

1.4 BSO's Address. "BSO's Address" shall mean Broward Sheriff's Office, 2601 West Broward Boulevard, Ft. Lauderdale, FL 33312, Facsimile Number (954) 797-0935.

1.5 CITY. "CITY" shall mean the City of Pompano Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.

1.6 CITY's Address. "CITY's Address" shall mean 100 West Atlantic Boulevard, Pompano Beach, FL 33061, Facsimile Number (954) 786-4504.

1.7 CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY shown on the attached Exhibit A.

1.8 City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.

1.9 Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.

1.10 District Chief. "District Chief" shall mean the individual appointed under Article 6 to be responsible for supervising all law enforcement employees and law enforcement activities within the District. The District Chief shall be the rank of Major. The District Chief will serve as the liaison between CITY and BSO.

1.11 Effective Date. "Effective Date" shall mean the date this Agreement is signed by the last party to sign.

1.12 Employees. "Employees" shall mean each of the BSO employees who are providing police related services for the CITY.

1.13 Facilities. "Facilities" shall mean that portion of the Police Headquarters located at 100 SW 3rd Street, Pompano Beach, Florida which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services.

1.14 Lien. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.15 Patrol Zone shall mean the geographic areas within the Pompano Beach District, as mutually agreed upon by the District Chief and the City Manager, in which

Patrol Deputy Sheriffs are assigned.

1.16 Police Headquarters. "Police Headquarters" shall mean that portion of the property located at 100 SW 3rd Street, Pompano Beach, FL (three buildings, parking areas and any other improvements thereon) that is used by BSO to provide police services to the CITY.

1.17 Pompano Beach District. "Pompano Beach District" shall mean (a) the CITY Boundaries, or (b) the Annexed CITY Boundaries on the date the CITY's annexation plan becomes effective after the Florida Legislature approves such annexation plan, provided BSO has received the required notification thereof as set forth herein.

1.18 Pompano Beach District Employees. "Pompano Beach District Employees" shall mean BSO employees permanently assigned to the Pompano Beach District who possess the necessary qualifications and experience to provide police and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom will, from time to time, provide the Services, as defined in Section 1.19 of this Agreement.

1.19 Services. "Services" shall mean the aggregate of all police services, E911 emergency communications services (subject to County funding as set forth herein), and code compliance services to be provided by BSO pursuant to this Agreement including, but not necessarily limited to, those services described in Exhibit B, which is attached and incorporated herein.

1.20 Term. "Term" shall mean the period from the Effective Date through and including September 30, 2014 and any extensions thereto.

1.21 Termination Date. "Termination Date" shall mean September 30, 2014.

1.22 Uniformed Deputy. "Uniformed Deputy" shall mean a uniformed Deputy Sheriff employed by BSO who patrols the Pompano Beach District.

ARTICLE 2 **GENERAL**

2.1 CONTRACTOR RELATIONSHIP. CITY hereby retains BSO as an independent contractor to provide the Services within the Pompano Beach District, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which law enforcement services will be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the Pompano Beach District Employees shall have the power and authority granted by the CITY in Section 3.14 hereof.

2.2 NO PARTNERSHIP. The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

2.3 TERM. This Agreement shall commence on the Effective Date and shall continue thereafter through and including September 30, 2014, unless otherwise extended or terminated as set forth herein.

This Agreement may be renewed for an additional five (5) year period upon mutual written agreement of the parties as to the terms and conditions agreed upon at such time.

2.4 REPRESENTATIONS AND WARRANTIES OF CITY. The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term that:

2.4.1 Existence. The CITY is and will remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and will retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

2.4.2 Enforceable. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.4.3 Authority. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain

or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.4.4 Accuracy. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

2.5 REPRESENTATIONS AND WARRANTIES OF BSO. BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement that:

2.5.1 Duly Elected. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and will retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;

2.5.2 Enforceable. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.

2.5.3 Authority. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

2.5.4 Compliance. BSO has complied and will comply with all Applicable Laws relating to the performance of the Services and the employment of the Pompano Beach District Employees.

2.5.5 Accuracy. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

2.6 UNILATERAL ACTION. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment. Additionally, neither party shall have the right of setoff or the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein. Disputes will be handled in accordance with the Dispute Resolution procedures set forth in Article 16.

2.7 INTERPRETATION. Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

2.8 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

2.9 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

2.10 DRAFTING. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

ARTICLE 3 **STAFFING AND EMPLOYMENT STRUCTURE**

3.1 STAFFING. Commencing on the Effective Date, the staffing structure for the District (hereinafter collectively referred to as the "Staffing Structure") will be as follows:

Major	1
Captains	3
Lieutenants	6
Sergeants	22
Deputy Sheriffs	201
CSAs	14
Investigative Aide II	1
Code Inspectors	13
Sr. Parking Enforcement	1
Parking Enforcement Specialist	2
Parking Meter Mechanic	1
Communication Operators	33
Records Technician	2
Secretarial Support	8
Custodian	1
TOTAL	309

3.2 SCHOOL RESOURCE DEPUTIES. The CITY and BSO understand and acknowledge that nine (9) of the Deputy Sheriffs included in the above Staffing Structure shall serve as School Resource Deputies in the Pompano Beach District on school days when students are present. When the School Resource Deputies are not needed in the schools, the District Chief shall deploy them elsewhere in the Pompano Beach District.

3.3 STAFF STRUCTURE AMENDMENTS. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

3.4 DEPLOYMENT OF STAFF. BSO shall have the discretion to deploy the staff as necessary to meet the goals and objectives of the CITY as determined in accordance with Article 4. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager.

3.5 MINIMUM STAFFING AND DEPLOYMENT. BSO will assign a minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the CITY during any shift. Additionally, other BSO personnel assigned to the CITY shall be deployed at the discretion of the District Chief to meet the needs of the CITY.

The District Chief's discretion regarding the deployment of the personnel as set forth in the preceding paragraph shall be exercised with the intent of providing the most

effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief will keep the City Manager informed of the deployment of such personnel through weekly staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief will discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

3.6 EMPLOYMENT STANDARDS. BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for Pompano Beach District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.

3.7 EMPLOYMENT RESPONSIBILITIES. All Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, or other compensation, contributions to pension funds, including City Plan contributions for those employees that elected to remain in the City Plan, insurance premiums, workmen's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any Pompano Beach District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this agreement. Notwithstanding anything to the contrary contained herein, CITY shall continue to be responsible for any claims attributed to employees previously employed by the CITY who were recognized in the initial agreement between BSO and the CITY for law enforcement services provided that such causes of action were incurred during the time the employees were previously employed by the CITY.

3.8 ANNUAL STAFFING REVIEW. As part of the CITY's annual budgetary process as described in Article 8 herein, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the Staffing requirements need to be adjusted, BSO will provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the Staffing and the Agreement shall be modified accordingly through an amendment executed by both the CITY and BSO with the same formalities as contained herein.

3.9 OTHER STAFFING MODIFICATIONS. In addition to the annual review set forth in Section 3.8 of this Agreement, the District Chief shall have the right to request staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager will meet and discuss the need for such

adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth in Article 16.

3.10 BSO'S RIGHT TO TRANSFER BSO EMPLOYEES OUT OF THE DISTRICT. BSO shall have the right to transfer any Employee out of the Pompano Beach District, for any of the following reasons:

- a. An Employee requests a transfer in order to accept a promotion or special assignment which has been offered to the Employee based upon the Employee's special qualifications or career path.
- b. Disciplinary reasons.
- c. Failure of an Employee to meet BSO performance standards.
- d. The Employee requests a transfer. BSO shall have the right to transfer employees that request a transfer out of the Pompano Beach District, however the number of employees that are transferred for such reason shall not exceed three percent (3%) of the total staffing structure annually as set forth in Section 3.1 of this Agreement, unless approved by the City Manager. There shall be no limit on the number of transfers made pursuant to subsections a, b, and c of this Section 3.10.

Authorization of the City Manager shall be required for the transfer of an Employee out of the District for any reason not stated above. Authorization of the City Manager must also be obtained for the transfer of an Employee out of the District for Employee requested transfers under subsection d. above for those Employees that are not on the Active Transfer Request List, and transfers for any reason not stated above. The authorization of the City Manager shall not be unreasonably withheld.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by the provisions set forth in Article 6 of this Agreement.

Any transfer of a District Captain for reasons other than a., b. and c, above shall be subject to the City Manager's approval, which shall not be unreasonably withheld.

3.11 CITY'S RIGHT TO TRANSFER BSO EMPLOYEES OUT OF THE DISTRICT. Except for the District Chief, which is covered in Article 6 of this Agreement, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee's rank and the reason for the request. The request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. If BSO approves the request, the

employee will be transferred out of the District as soon as reasonably possible, which will be based upon many factors including, but not limited to, BSO having a vacant position elsewhere within the agency to place the transferred employee that matches the qualifications of the employee and the requirements of the position.

3.12 REPLACEMENTS. If an Employee is transferred out of the District, a replacement must be approved by the City Manager prior to the transfer of the Employee out of the District. The CITY understands and acknowledges that the transferred Employee may be transferred out of the District prior to the replacement commencing services within the District, provided the replacement has been approved by the City Manager and the replacement commences services within a reasonable period of time, not to exceed thirty (30) days. The approval of the City Manager shall not be unreasonably withheld.

3.13 STAFFING CONTINUITY. The CITY and BSO recognize the importance of combining the efforts and resources of BSO, the CITY and community members in order to have a positive impact on reducing neighborhood crime, helping to reduce any community's fears regarding crime and thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO will make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the Pompano Beach District, subject to the transfer provisions set forth in Article 3 of this Agreement and to develop and implement community policing initiatives.

3.14 ASSIGNMENT OF POLICE POWERS. The CITY does hereby vest in each sworn Pompano Beach District Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Pompano Beach District Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Pompano Beach District Deputy Sheriff of BSO are hereby vested with the power to enforce the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

3.15 EDUCATION. The parties acknowledge the importance of the Pompano Beach District Employees' knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all Pompano Beach District Employees are acquainted with the Pompano Beach District's general make-up, geographic areas, industrial, business, City's Code of Ordinances and residential composition and its crime problems. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3.16 LAYOFFS. Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff's Office.

3.17 STAFF SURVEY. CITY shall be permitted, on an annual basis, to develop and distribute a survey to all BSO sworn personnel assigned to the Pompano Beach District, specifically designed to assess the perspectives of such personnel with regard to duties, attitudes and procedures within BSO. Said survey shall be administered by a third party selected by the CITY at its own expense. BSO shall assist the CITY with its distribution of the survey to the homes of BSO personnel and such distribution shall be conducted at CITY'S expense and in a manner that does not interfere with the operation of BSO or the duties of its personnel. Any such third party must conduct the entire survey process in an impartial manner that guarantees the anonymity of the survey respondents as well as the accuracy of the results. Survey results will be tabulated and reported by the selected third party. CITY and BSO shall each receive a copy of the survey report for analysis and both shall cooperate to institute any remedial actions which may be deemed necessary based upon the parties' analysis of the survey results.

ARTICLE 4 **REPORTING**

4.1 REPORTS. In recognition of the CITY's need to be informed of BSO's activities, BSO's District Chief and the City Manager will develop a mutually agreed upon reporting format(s) and reporting period(s), whereby BSO will report its activities to the City Manager. At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s).

4.2 QUARTERLY GOALS AND OBJECTIVES. On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the City occurring during the previous three (3) month period. At such meeting, the District Chief will present the City Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing and Transfers;
- g. Vacancy Credits;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Code Compliance Initiatives;

- k. Response time reports, citizen complaints and their status/disposition;
- l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which will include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report;. and
- m. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager will review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO will develop and implement operational initiatives to further such goals and objectives.

4.3 ANNUAL REPORT. BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief will be mutually agreed upon by BSO and the City Manager.

ARTICLE 5 **FACILITIES AND EQUIPMENT**

5.1 RADIO AND TELECOMMUNICATIONS EQUIPMENT. The responsibilities and obligations of BSO and the CITY with respect to radios and telecommunications equipment are set forth in the agreement by and between the Sheriff of Broward County and the City of Pompano Beach titled "Cooperative Participation In A Regional Public Safety Intranet dated February 27, 2009, subject to County funding as set forth herein.

5.2 VEHICLE MARKINGS. Each patrol vehicle shall prominently display on the vehicle's exterior, the legend "Pompano Beach" in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings. In the alternative, CITY may provide, at its expense, its own decal or appliqué for use on all BSO vehicles in the District, with three (3) to six (6) inch lettering with the legend "City of Pompano Beach" or similar wording, in a color and font which is harmonious with BSO's standard lettering on the remainder of the vehicle, along with the CITY's logo, which shall be of a size consistent with the lettering and which fits in the available space on vehicles. Installation and removal of any such wording and logo shall be at the CITY's expense. BSO maintains the right to first inspect and approve any such lettering and logo to insure that the font, color and size of the CITY's proposed lettering and logo meet the department's specifications and for compliance with professional standards. Said approval shall not otherwise be unreasonably withheld.

5.3 POLICE HEADQUARTERS. The CITY agrees to provide BSO with a Police Headquarters.

5.4 FACILITIES. The Police Headquarters and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Services within the Pompano Beach District, at no additional cost to BSO.

5.5 BSO RESPONSIBILITIES. BSO shall maintain the Facilities in a clean condition, free from debris; however, normal wear and tear from usage is excepted. BSO shall not destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the Facilities, BSO shall be responsible for repairing or replacing such property.

5.6 CITY RESPONSIBILITIES. Except as otherwise provided in Section 5.5, the CITY shall maintain and repair all "Structural Components" of the Facilities including, but not limited to, the roof, walls, foundations, sidewalks, floors, windows, ceilings, sprinkler systems, hot water systems, elevators, heating plants, air condition plants, plumbing and electrical systems and components, unless the need for such repairs are caused by the negligence of BSO in which case BSO shall be responsible for such repairs. CITY further agrees to maintain in good repair the parking area and all exterior common areas. CITY shall also make any repairs necessitated by weather-related damage or hazards or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the Facilities and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. The CITY shall complete any and all repairs that do not require bidding within thirty (30) days from the date the CITY receives BSO's written notice of the need for such repairs. Major repairs requiring analysis and preparation of bid documents will be accomplished as expeditiously as possible within ninety (90) days after receipt of the BSO's notice of the need for such repairs. Emergencies shall be handled using emergency procurement procedures. "Routine Maintenance and Minor Repairs" shall be the responsibility of BSO and shall include items such as light bulbs, HVAC filters, etc., minor electrical fixtures that do not require a licensed professional or certification; and, minor plumbing components such as lawn sprinkler heads, toilet and sink valves and parts, shower heads, etc. In the event this provision conflicts with any other provision of this Agreement, this provision shall be controlling.

5.7 UTILITY COSTS. BSO shall pay for all utility costs including, but not limited to, telephone, electric, and water for the Facilities. The parties understand and acknowledge that the utility costs and other costs to BSO attributed to this Agreement are indirectly charged to the CITY as part of the consideration pursuant to Article 8.

5.8 PARKING. The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Facilities so as not to hinder BSO's ability to perform its obligations set forth herein.

5.9 INSURANCE COVERAGE. Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.

5.10 TERMINATION/EXPIRATION. Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are used by BSO on a permanent basis within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

ARTICLE 6 **DISTRICT CHIEF**

6.1 DISTRICT CHIEF. At all times during the Term, BSO shall provide a District Chief. The District Chief shall meet and confer with the City Manager or his designee as needed and directed by the City Manager, for the purpose of maintaining the viability and vitality of this Agreement.

6.2 LOCATION OF DISTRICT CHIEF. The District Chief shall maintain his or her principal office and shall be principally located in the Police Headquarters at all times during the Term and who shall serve on a full-time basis, until such time as the CITY Manager concurs in the transfer or change of duty of him/her according to the terms of this Agreement.

6.3 RANK AND REASSIGNMENT. The District Chief shall serve on a full-time basis and shall have the rank of Major. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the CITY and the Broward Sheriff's Office. In order to effectively administer issues such as promotions, special assignments, discipline, succession planning and personal development, BSO shall notify and confer with the City Manager prior to any reassignment of the District Chief and such reassignment shall require the approval of the City Manager.

6.4 REASSIGNMENT BY CITY MANAGER. The City Manager reserves the right to request that the District Chief be reassigned by BSO, which request shall not be unreasonably denied. BSO and the City Manager shall confer and agree, for purposes of continuity, upon a time frame for an effective transition date taking into consideration the identification, selection and assignment of the new District Chief.

6.5 FILLING VACANCIES. Upon a permanent vacancy in the District Chief's position, BSO will submit not less than three (3) names of highly qualified BSO personnel to fill the District Chief's position. The City Manager will be given an opportunity to review the candidates' personnel and internal affairs files, as well as interview each candidate. If the City Manager is not satisfied with one of the three (3) names submitted by BSO, BSO will submit an additional three (3) names until the City Manager selects a candidate and notifies BSO in writing of the recommended candidate's name from the list submitted by BSO.

6.6 GOOD FAITH. The City and BSO will work diligently and in good faith to complete the process of selecting a District Chief in a timely manner.

6.7 MEETING ATTENDANCE. The District Chief will attend management and City Commission meetings as directed by the City Manager. Both parties understand and agree that the attendance of the District Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Chief is unable to attend a meeting described herein, the District Chief will advise the City Manager of the person(s) authorized to attend in place of the District Chief.

ARTICLE 7 **PARKING AND CODE COMPLIANCE**

7.1 Except as otherwise set forth herein, BSO will provide the CITY with Parking Compliance and Code Compliance services, which include furnishing data, reports, testimony, and complying with the CITY's processes and procedures of the Special Magistrate for Code Compliance. The CITY will continue to provide the Special Magistrate function, and retains all revenues associated with enforcement of liens and/or foreclosures under said process.

7.2 The CITY, not BSO, shall be responsible for the following Code Compliance functions:

- a) building inspections and enforcement of the Florida Building Code and;
- b) liens, lien collections and fine collections, except for administrative suspensions of vehicle registrations for parking enforcement matters.

7.3 BSO will have access to all CITY records relevant to code compliance research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records.

7.4 The CITY's attorney will advise BSO Code Compliance personnel assigned to the CITY on Code related issues and assist with presentation of cases

before the Special Magistrate. BSO Code Enforcement personnel will have an open line of communication to the CITY's attorney with regard to such issues.

7.5 The CITY shall have the right to terminate BSO's provision of Code Compliance services and/or Parking Compliance services upon providing BSO with no less than ninety (90) calendar days prior written notice. In the event the CITY exercises such right, the CITY and BSO will amend this Agreement through a written Amendment, which sets forth the reduction in services, staffing and consideration paid for the terminated service. In the event the CITY terminates BSO's provision of Code Compliance services and/or Parking Compliance services, such termination shall not affect the remaining provisions of this Agreement.

7.6 Both the CITY and BSO recognize that from time to time the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and that BSO Code Compliance personnel shall be responsible to enforce such regulations when applicable. The CITY shall provide the designated supervisor of the Code Compliance division with copies of all approved ordinance changes that are applicable for enforcement by Code Compliance inspectors. Prior to enacting any changes to its Code that may effect the Code Compliance division, when possible, the CITY's attorney shall first consult with the designated Code Compliance supervisor to obtain input or exchange information only as to enforcement issues related to proposed ordinance changes.

7.7 All BSO vehicles utilized by BSO Code Compliance Inspectors shall be identified with the wording "Code Compliance" in three (3) to six (6) inch lettering to be supplied and installed by BSO at its expense.

7.8 All BSO Code Compliance Inspectors and personnel, other than certified law enforcement officers who may be designated as supervisors, shall be outfitted in non-police uniform attire, in compliance with BSO's standards and regulations for same, and shall utilize said attire when performing its inspection and enforcement functions and during all interaction with the public.

ARTICLE 8 **CONSIDERATION**

8.1 INITIAL CONSIDERATION. For the period from the Effective Date through September 30, 2011, the annualized consideration amount payable by the CITY to BSO for police services shall be \$37,250,000, which is a monthly payment of \$3,104,166.67 payable on the 1st of each month. If cost increases occur between the Effective Date and September 30, 2011, BSO will notify the CITY and make mutually agreeable adjustments to delivery of services to absorb these costs based upon detailed financial information provided by BSO.

8.2 ANNUAL BUDGET. For fiscal year 2012 and each fiscal year thereafter during the Term of this Agreement, BSO will submit a proposed budget to the CITY on or before the preceding May 1st. The budget will have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.), an estimated average cost per staffing category and any overhead costs that are being considered. The CITY and BSO will negotiate in good faith any adjustments to the Consideration. If the CITY and BSO are unable to reach an agreement regarding the consideration on or before May 31st, either the CITY or BSO may proceed pursuant to the dispute resolution procedures set forth in Article 16. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before June 30th.

If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month

8.3 SCHOOL RESOURCE DEPUTIES. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.

8.4 VEHICLE REIMBURSEMENT. BSO shall directly apply vehicle reimbursement payments made by employees assigned to Pompano Beach to offset fuel costs for vehicles assigned to the Pompano Beach contract. BSO will provide the CITY with a quarterly report that includes the actual amount of fuel used, the cost of that fuel, the amount budgeted to pay for fuel, and the amount collected to offset costs. BSO will monitor this data and share same with the CITY. BSO agrees to credit the CITY should the budgeted amount for fuel plus the funds collected from employees exceed the actual cost of the fuel.

8.5 VACANCIES. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and thus increasing the number of deputies working within the District.

BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year, except as provided in this Article 8. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to BSO. The CITY'S credit shall be calculated using the median Pay Step "5" of the affected class plus FICA and pension.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided the vacant position is filled by a BSO employee that possess skills, training and experience at least equivalent to the absent BSO Employee. BSO will educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its crime trends. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing.

8.6 SETOFF. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.

8.7 MORE FAVORABLE TERMS. In the event BSO subsequently enters into an agreement for police services with another municipality in which the terms and conditions related to the Consideration are more favorable to the CITY than those set forth herein, the CITY shall be entitled to those same terms and conditions, subject to the following:

- a. BSO will provide the CITY with written notice of the more favorable Consideration terms and conditions.
- b. Within ninety (90) calendar days after the CITY's receipt of BSO's written notice, the CITY may request that the terms and conditions related to the consideration payable under this Agreement be re-opened to negotiations based upon the consideration terms and conditions set forth in the other agreement; however it is understood and agreed that the service level and/or consideration may need to be adjusted to account for any consideration shortfall resulting from the initial transition to the consideration language of the other agreement.
- c. The mutually agreed upon revised terms and conditions must be formalized in an amendment to this Agreement executed by the CITY and BSO.

8.8 E911 COMMUNICATIONS/DISPATCH SERVICES. The CITY and BSO further understand and acknowledge that Broward County funds the E-911 communications/dispatch services for the CITY through a combination of the following:

- a. Direct funding from Broward County to the CITY, which Broward County recently notified the CITY would cease after September 30, 2010. This funding has historically been used by the CITY to offset the cost of the thirty-three (33) Communications Operators, which are included in the Staffing Structure set forth in Article 3;
- b. Funding from Broward County to BSO through BSO's budget for E-911 communications/dispatch services which includes, but is not necessarily limited to, funding seventeen (17) communications/dispatch personnel provided to the CITY at no additional charge; and

c. Funding from Broward County 911 revenues.

The CITY and BSO understand and acknowledge that all of the funding for E-911 communications/dispatch services, which includes subsection a, b and c of this Section 8.8 of the Agreement are at risk to be cut by Broward County as evidenced by the May 14, 2010 memorandum from Bertha Henry , County Administrator, to the Mayor and Board of County Commissioners regarding "Funding Public Safety E911 Dispatch Operations". BSO and the CITY understand and acknowledge that BSO's obligation to provide E-911communications/dispatch services for the CITY is contingent upon funding for such services.

In the event Broward County does not provide funding for E-911 communications/dispatch services for the CITY, in whole or in part, BSO's obligation to provide such services to the CITY shall cease accordingly, unless the CITY agrees to fund the shortfall in BSO funding.

Upon the occurrence of any of these events, the CITY and BSO will execute an amendment to this Agreement in a timely manner, as necessary to formally address any modifications to the parties' respective obligations hereunder; however the lack of a fully executed amendment will not change the effective date of such modifications, which will occur on the date funding ceases.

8.9 MONTHLY REPORTS. BSO will provide the City with detailed monthly reports (indicating budget amounts, year to date expenditures, variances, etc.), no later than twenty (20) days after the end of each month.

ARTICLE 9
FINES, FORFEITURES, REVENUES: PAYMENT

9.1 LAW ENFORCEMENT EDUCATION FUNDS. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, may be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in Paragraph 9.10, Grant Funds and Miscellaneous Revenues, BSO will have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.

9.2 FINES AND UNCLAIMED PROPERTY. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.66 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or

disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.

9.3 SEIZED AND FORFEITED PROPERTY. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated in this Article 9. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO.

9.4 BSO agrees that any currency seized within the CITY, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the City of Pompano Beach, less any costs as described in paragraph 9.8 (hereinafter referred to as the "Funds"). The Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:

- (a) Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of such Funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
- (b) The request shall first be submitted by the District Chief or his designee to the CITY's legal advisor for a determination of the legality of the request. The CITY's legal advisor shall render an opinion within thirty (30) days of the written request of the CITY.
- (c) BSO agrees to submit the application to the City Commission for appropriation accompanied by a written certification that the request complies with the provisions of Florida Statutes, 932.7055(4).
- (d) Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City.

9.5 The parties agree that the decision to dispose of or use personal property, other than currency, seized within the CITY through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.

- (a) If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 9.8, below, incurred in the seizure and forfeiture of such property.

- i. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO will submit the annual invoice to the CITY on or before September 30th of each fiscal year;
 - ii. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 - iii. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
 - iv. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.
- (b) If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, proceeds of the sale of such property, less costs as described in paragraph 9.8, shall be deposited in the CITY's Law Enforcement Trust Fund. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in paragraph 9.4, above.

9.6 BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by Pompano Beach District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.

- (a) If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in paragraph 9.8, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such

property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in paragraph 9.4, above.

- (b) If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 9.8, below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.
 - i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;
 - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.

9.7 In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (defined in Section 9.8) incurred in the seizure, forfeiture, and sale of such property, will be based upon the ratio that the District's personnel's participation bears, to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in paragraph 9.4, above.

9.8 Costs. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:

- (a) Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
- (b) Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.

9.9 BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO will also provide technical assistance to CITY staff if requested with regard to reporting procedure.

BSO will work in cooperation with the CITY to transfer the CITY's Law Enforcement monies held in the Broward County Law Enforcement Trust Fund.

9.10 GRANT FUNDS AND MISCELLANEOUS REVENUES. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carryout the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY'S current agreement.

ARTICLE 10 **TOWING**

BSO will use the selected City vendor for all vehicle removal needs when required to remove damaged, stolen, abandoned, and inoperable vehicles from all public roadways and properties within the City limits unless it is determined by BSO that the vendor cannot appropriately preserve evidence in a specific criminal case or the storage of the vehicle is directed elsewhere by the lead law enforcement agency or prosecuting agency in charge if other than BSO. The CITY's agreement with the towing vendor will include provisions that require BSO to be listed as an additional insured on insurance policies meeting the specifications of BSO's Risk Manager. The City's agreement with the towing vendor will also include provisions that any and all BSO vehicles assigned to

the Pompano Beach District or in need of towing while in the Pompano Beach District will be towed at no charge to BSO. BSO shall use the CITY selected towing company of its choice for towing of vehicles seized for forfeiture.

ARTICLE 11
INSURANCE

11.1 BSO OBLIGATIONS. BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability	\$1,000,000/\$1,000,000.00
Automobile Liability	\$1,000,000/\$1,000,000.00

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in Section 8 of this Agreement. BSO may provide the insurance required in this Section through a self insurance program.

11.2 CITY'S OBLIGATION. The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of the Facilities leased by the BSO under this Agreement.

ARTICLE 12
FUELING SITE

The following shall apply to BSO's use of the CITY'S fueling site:

- a. BSO will be responsible for the repair and maintenance of the existing above ground fuel pumps.
- b. CITY shall be responsible for the repair, maintenance, and replacement of any and all other components of the fuel system including, but not limited to, underground storage tanks. BSO shall provide the CITY with notice of the need for repairs, maintenance and/or replacement of any of the components to the fuel system. Upon receipt of such notice, the CITY will make such repairs, maintenance and/or replacements within a timely manner thereafter, except for spills resulting for from the acts of BSO, or its employees or agents.

- c. BSO agrees to report to the appropriate public safety agency(s) and to notify the CITY of any and all fuel spills as soon as possible. Upon notification, the CITY shall be responsible for the cleanup of any and all spills occurring at the Fueling Site; however in the event the spill resulted from the act(s) of BSO or its employees or agents, BSO shall reimburse the CITY for the cost of such cleanup unless otherwise agreed to by the CITY and BSO
- d. To the extent permitted by law, BSO agrees to indemnify, defend and hold the CITY harmless from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising out of the negligence or willful misconduct of BSO, its employees, agents, or servants with regard to the use of the fueling system. Furthermore, BSO shall be responsible for any property damage to the fueling system resulting from the acts of BSO employees.
- e. To the extent permitted by law, CITY agrees to indemnify, defend and hold BSO harmless from any and all claims (excluding workers compensation claims of BSO employees), damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the leakage of fuel from the underground piping, underground storage tank(s), and any and all other components of the fueling system, unless caused by the negligence or willful misconduct of BSO, its employees, agents, or servants. Without limiting the generality of the foregoing, CITY's indemnification shall apply to any and all liabilities resulting from or arising out of (i) any investigation, cleanup, removal, or restoration of the Police Headquarters grounds required by any federal, state or local agency or political subdivision, and any personal injuries (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates or percolates into onto or under the Police Headquarters grounds.
- f. If the CITY determines that the fuel site must be closed, either temporarily or permanently, the CITY will provide BSO with no less than ninety (90) calendar days prior written notice in order to allow BSO to find another suitable location for fueling its vehicles.

ARTICLE 13
DEFAULT

13.1 DEFAULTS. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

13.1.1 Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder; or

13.1.2 Performance of Services. Failure of BSO to perform the Services as required herein at any time during the Term; or

13.1.3 Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or

13.1.4 Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or

13.1.5 Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or provision contained in any other agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.

13.2 REMEDIES. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

13.2.1 Terminate this Agreement pursuant to Article 14 herein; or

13.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or

13.2.3 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or

13.2.4 Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or

13.2.5 Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or

13.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

13.3 INTEREST AND LATE CHARGES. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

ARTICLE 14 **TERMINATION**

14.1 Either party may terminate this Service Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in the Section 14.3 shall commence.

14.2 In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to Article 8 of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.

14.3 In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In such event, BSO and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a City police department and to maintain during such period of transition the same high quality of police protection otherwise afforded to the residents of the CITY pursuant to the terms hereof. In the event the CITY is transitioning to its own police department as a result of the termination or expiration of this Agreement, the CITY shall have the right to extend the agreement for up to twenty-four (24) months from the effective date of the termination or the expiration date, whichever is applicable. CITY will pay BSO for the costs incurred by BSO during the

transition period at the level of staffing determined necessary by BSO. The cost for these services will be negotiated by the City and BSO in a manner consistent with the terms of this Agreement.

14.4 Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, BSO may provide CITY with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the Section 14.3 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

14.5 Equipment and Vehicles. Upon the expiration or earlier termination of this Agreement, the CITY may elect to purchase the vehicles and equipment used by BSO to provide police services to the CITY pursuant to this Agreement. The purchase price of the vehicles and equipment shall be the fair market value of such vehicles and equipment on the date during the transition that the CITY elects to purchase the vehicles and equipment from BSO, which shall be determined by an appraiser mutually agreed upon between the CITY and BSO.

ARTICLE 15 **INDEMNIFICATION**

15.1 BSO'S OBLIGATIONS. To the extent permitted by law, BSO shall indemnify the CITY, its officials, agents, servants and employees from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the negligent acts or omissions of BSO's employees or agents while acting within the scope of their employment. This covenant and agreement of BSO shall survive the expiration or earlier termination of this Agreement.

15.2 CITY'S OBLIGATIONS. TO THE EXTENT PERMITTED BY LAW, the CITY will indemnify and save harmless BSO of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees) for any injury to persons or damage to or loss of property caused by the negligence or willful misconduct of the CITY or its agents, employees or contractors or when directly resulting from the CITY's breach of this Agreement. This covenant and agreement of the CITY shall survive the expiration or earlier termination of this Agreement.

15.3 NO DUTY OF INDEMNIFICATION. Notwithstanding anything to the contrary contained herein, neither party (the "Indemnifying Party") shall have a duty to hold harmless or indemnify the other (the "Indemnified Party") from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the Indemnified Party or its employees, agents or contractors.

15.4 SOVEREIGN IMMUNITY. BSO and the CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

ARTICLE 16 **DISPUTE RESOLUTION**

16.1 If the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, including but not limited to either party's failure or alleged failure to comply with any of the provisions of this Agreement (the "Dispute"), the parties will follow the dispute resolution procedures set forth in this Article 16, it being agreed that for purposes of this Article, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate.

16.2 A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the District Chief or designated Captain and the City Manager will conduct a meeting to attempt to resolve the matter.

16.3 If the District Chief or designated Captain and the City Manager are unable to reach resolution at the meeting prescribed in Paragraph 16.2 above, then within five (5) business days after such meeting, the Department of Law Enforcement, Executive Director or designee and the City Manager will meet and attempt to resolve the matter.

16.4 If the Department of Law Enforcement, Executive Director or designee and the City Manager are unable to reach resolution at the meeting prescribed in Paragraph 16.3 above, then within five (5) business days after the meeting or as otherwise agreed, the Sheriff and the City Mayor will meet and attempt to resolve all pending matters in dispute. The parties acknowledge that any agreement reached under this subsection may require subsequent approval by the City Commission and the Sheriff.

16.5 Each party will bear its own expenses and attorneys fees (if any) in connection with the dispute resolution procedure provided above.

16.7 If the parties are unable to resolve the Dispute after following the procedures set forth in this Article, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity, and may engage in other dispute resolution procedure such as mediation and/or arbitration upon agreement of the parties.

ARTICLE 17
MISCELLANEOUS

17.1 NOTICE. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

City Manager
City of Pompano Beach
100 W. Atlantic Boulevard
Pompano Beach, FL 33060

BSO:

Sheriff
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

17.2 NON-ASSIGNABILITY. Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

17.3 TIME OF THE ESSENCE. Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

17.4 ENTIRE AGREEMENT. This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

17.5 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

17.6 WAIVER OF RIGHTS. CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

17.7 SEPARABILITY. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

17.8 WAIVER. No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to

be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

17.9 FORCE MAJEURE. If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of either party hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be a Default for the period of such delay, hindrance or prevention.

17.10 ATTORNEYS' FEES. In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorney's fees (both trial and appellate) incurred in connection therewith.

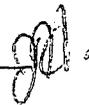
IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: 
Al Lamberti, Sheriff 7-26-10

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:**

By:  7/26/10 
Judith Levine, General Counsel

CITY:

Witnesses:

Ascleta Hammond

Shelby R. Bartholomew

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

Approved by:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

CITY OF POMPANO BEACH

By: Lamar Fisher
LAMAR FISHER, MAYOR

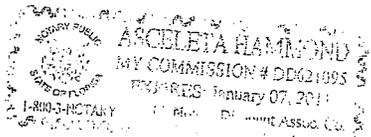
By: Dennis W. Beach
DENNIS W. BEACH, CITY MANAGER

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27th day of July, 2010 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Ascleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Ascleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

City of Pompano Beach Boundary Map

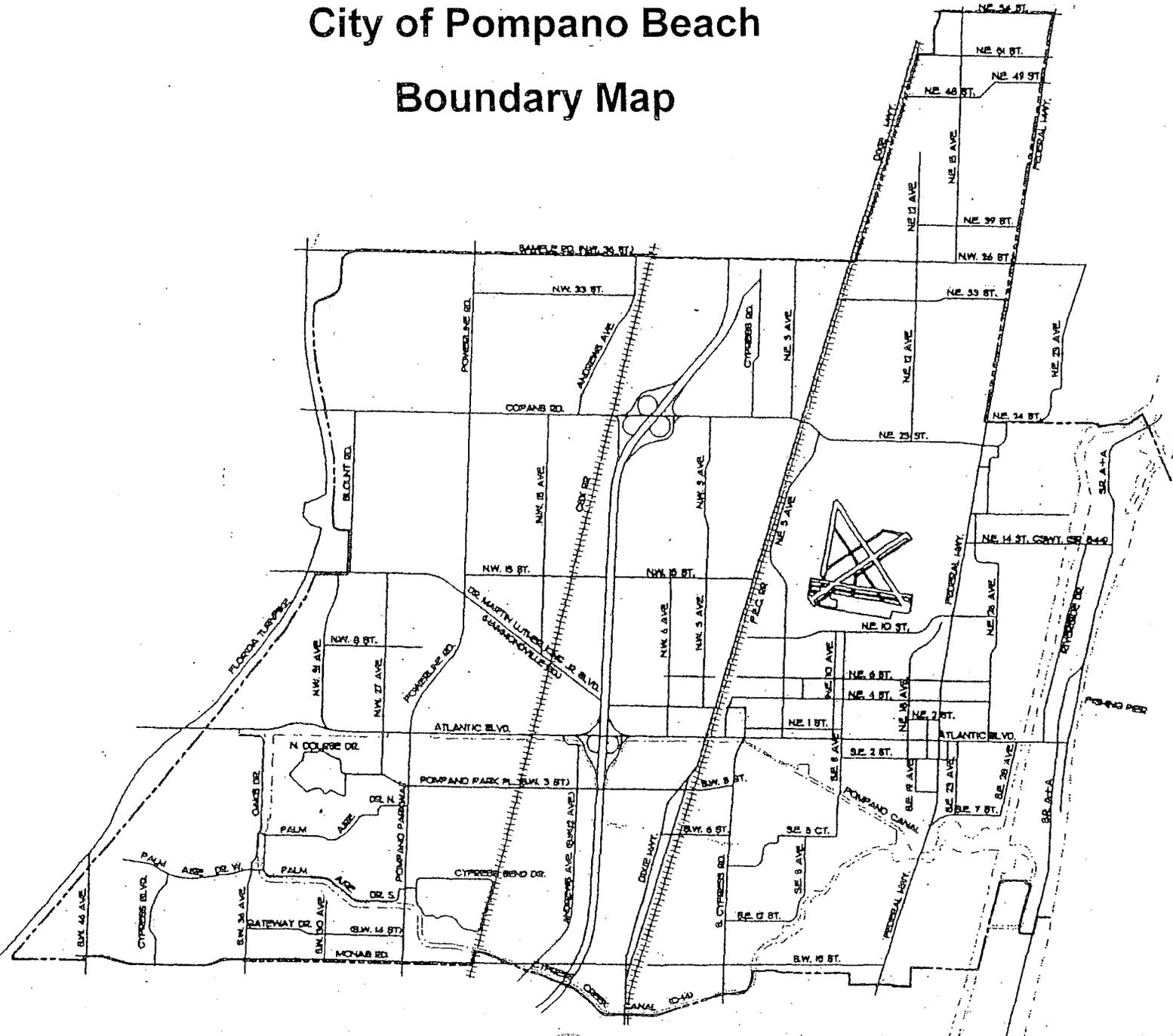


Exhibit A (Page 1 of 1)



NOT TO SCALE

EXHIBIT B
DESCRIPTION OF SERVICES

Those services (a) customarily rendered by municipal police departments or BSO, including but not limited to DARE and similar programs, CERT (Community Emergency Response Team) training, Citizen's Police Academy, Citizen's Observer Patrol (COP) and continued participation in the CITY's Development Review Committee, Nuisance Abatement Board and related processes such as providing Crime Prevention Through Environmental Design (CPTED) services, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Staff.
- b. Indirect Services – are those BSO-provided Non-District Staff services that are centralized within BSO, but provide benefits throughout BSO (including the CITY).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of sheriff's deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Staff pursuant to this Agreement are as follows:

a. Uniformed law enforcement patrol

BSO will provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-

changing law enforcement needs of the City, the District Chief or the Chief's designee shall have the discretion to modify the deployment of staff within those patrol zones.

Deputy Sheriffs will make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO's response standards and protocols.

Deputy Sheriffs assigned to uniformed law enforcement patrol services will provide vacation-house-check services and premises surveillance not less than once during each twenty-four (24) hour period for each resident of the CITY who registers for such service.

b. Other Law Enforcement Services

In addition to uniformed law enforcement patrol service described above, the District Staff will provide the following law enforcement services for the CITY:

1. A Criminal Investigations Unit shall conduct the necessary investigations of criminal activity within the CITY. The Criminal Investigative Unit's caseload responsibility will be determined by the District Chief or the Chief's designee. The District Criminal Investigations Unit is a specialized assignment with the CITY for particular investigations. The Unit shall not operate in the traditional shift structure. The on-duty status of the Unit will be determined by the District Chief or the Chief's designee subject to applicable labor guidelines.
2. Marine Patrol Unit
3. BSO shall provide public education programs;
4. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY;
5. The District Chief or designee will attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;
6. Upon the request of a homeowners' association, the District Chief or designee will attend the association's membership meeting;

INDIRECT SERVICES:

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Enterprise Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence;
- k) External Affairs (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Control;
- n) Grants Management;
- o) Human Resources;
- p) Institute for Criminal Justice Studies;
- q) Legal;
- r) Labor Relations;
- s) Purchasing;
- t) Records;
- u) Recruitment;
- v) Selection and Assessment;
- w) Victim Services; and
- x) Any other services that meet the definition of Indirect Service as determined by BSO.

The cost of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. The BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. The CITY agrees to authorize BSO to act as public safety representative for the CITY in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for the following five (5) CITY-sponsored events will be provided at no charge to the CITY:

1. MLK Jr. Parade
2. July 4th Parade & Festivities

3. Memorial Day Parade & Festivities
4. Yuletide Parade
5. Blanche Ely and Pompano Beach H.S. Homecoming Parades

The City Manager may modify the five (5) City sponsored events upon providing the District Chief with reasonable written notice of such modification. Furthermore, additional City-Sponsored Events may be added upon mutual agreement of the City Manager and District Chief. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily reassigned to traffic to supplement special detail deputies. At the CITY Manager's request, the BSO shall provide a uniformed deputy for security at any CITY Commission meeting at no cost to the CITY.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;
- d) Case filing;
- e) Marine/dive team;
- f) Canine deployment;
- g) SWAT team response;
- h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
- i) Drug enforcement and money laundering; and
- j) Strategic intelligence functions;
- k) The use of the mounted patrol;
- l) Law enforcement technical support services;
- m) Street crimes enforcement;
- n) Full service crime lab;
- o) Helicopter patrol and air rescue services;
- p) Prisoner and jail services for municipal ordinance violators;
- q) E-911 (law enforcement, fire, and EMS dispatch), subject to County funding as set forth herein; and
- r) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service will be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

REQUESTED COMMISSION ACTION:

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

SHORT TITLE APPOINTMENT TO THE ARCHITECTURAL APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 8, 2017; PROVIDING AN EFFECTIVE DATE.

- APPLICANTS:
- Thomas H. Di Giorgio, Sr., **Architect/Incumbent** – District 1
 - John A. Pancoast, **Landscape Architect/Incumbent** – District 1
 - Walter Syrek, **Architect/Incumbent Alter. #2** – District 2
 - Susan Rome, **Real Estate Broker** – District 1
 - Tobi Aycock, **Architect** – District 3
 - Charles H. Bechert III, **Attorney** – District 3
 - David Allen Baumwald, **President Construction Company** – District 4
 - Marcus A. McDougale, **Community Representative** – District 4

This is a City Commission's Appointment.



Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

The Architectural Appearance Committee Membership: **Thomas DiGiorgio, Sr.** (District 1), appointed by Mayor Fisher; **Robert Zbikowski** (District 1), **John Pancoast** (District 1), and **Joby L. Balint** (District 1) appointed by Comr. Dockswell; **Ray Lubomski** (District 3/Alt. #1) and **Salah Elroweny** (District 3) appointed by Comr. Hardin; and **Kenneth Koch** (District 2) and **Walter Syrek** (District 2/Alt. #2) appointed by Vice Mayor Burrie.

Pursuant to the enabling Ordinance, three (3) members shall initially serve for a one-year term and two members shall serve for a two-year term. After the initial term, all members will serve for a term of two years. There are also special requirements imposed for membership on the Committee. The enabling Ordinance also requires that at least two members of the Committee shall be a Florida registered architect and at least one other member shall be a Florida registered landscape architect. The remaining members may be a Florida registered architect, a Florida registered landscape architect, a Florida registered professional engineer, and a planner, a building contractor, and a Florida registered real estate salesperson or broker, or possess a similarly related background. The City Commission shall appoint two (2) alternate members for terms of one (1) year. Whenever feasible, one of the two alternates shall be a registered architect. Also, each member must be a resident of the City of Pompano Beach or a practicing architect with his/her principal place of business located in the City of Pompano Beach.

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

DEPARTMENTAL COORDINATION City Clerk's Office DATE 3/26/15

DEPARTMENTAL RECOMMENDATION Approve

DEPARTMENTAL HEAD SIGNATURE Asceleta Hammond

City Manager [Signature]

ACTION TAKEN BY COMMISSION:

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



MEMORANDUM

Development Services

DATE: February 27, 2015
TO: Asceleta Hammond, Acting City Clerk
FROM: Matt Edge, Zoning Technician
SUBJECT: Attendance Record for Architectural Appearance Committee Members

ARCHITECTURAL APPEARANCE COMMITTEE

Listed below is the requested attendance record for **Thom DiGiorgio** from February, 2013 to January, 2015.

<u>Meetings Attended</u> 13 (Excused from 6)	<u>Meetings Total</u> 24
---	-----------------------------

Listed below is the requested attendance record for **Walter Syrek** from January, 2013 to January, 2015. NOTE: Committee Member is an alternate and was present every time he was asked.

<u>Meetings Attended</u> 5 (Excused from 20)	<u>Meetings Total</u> 25
---	-----------------------------

Listed below is the requested attendance record for **John Pancoast** from February, 2013 to January, 2015.

<u>Meetings Attended</u> 22 (Excused from 2)	<u>Meetings Total</u> 24
---	-----------------------------

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 ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 8, 2017; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Architectural Appearance 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 Architectural Appearance Committee of the City of Pompano Beach for a term of two (2) years; said term to expire on February 8, 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



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

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: THOMAS H. DIGIUGLIO SR
(Optional)

Residence Information:

Home Address: 2901 NE 40th COURT
City/State/Zip: LIGHTHOUSE POINT, FL
Home Phone: 954 941-3449 Cell Phone: 9546145385
Email: Thom@dk-group-com Fax: 954-943 7708

Business Information:

Employer/Business Name: DK ARCHITECTS INC
Current Position / Occupation: ARCHITECT
Business Address: 24 NE 24th AVE
City/State/Zip: POMPANO BEACH, FL
Business Phone: 954 941-3329 Fax: 954 943 7708 Email: EX217

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: Arch App Com.

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

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

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

In addition a Resume may be attached

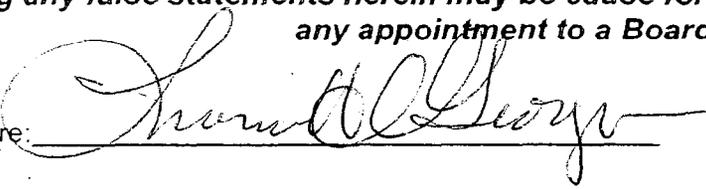
Education: _____

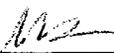
Experience: _____

Past Positions: _____

Hobbies: _____

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

Signature:  Date: _____

Initials of Clerk or Deputy:  Date received or confirmed: 7/19/11

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

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



CITY OF POMPAÑO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: John Sawcoast
(Optional)

Residence Information:

Home Address: 2102 N. Riverside Drive
City/State/Zip: Pompano Beach FL 33062
Home Phone: 954) 781-5428 Cell Phone: (561) 876-3460
Email: JSAWCOAST@BellSouth.net Fax: _____

Business Information:

Employer/Business Name: Palm Beach County
Current Position / Occupation: Senior Planner
Business Address: 2300 N. Jog Road
City/State/Zip: West Palm Beach FL 33411
Business Phone: 561 233-5322 Fax: _____ Email: JSAWCOAST@PBCgov.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: Architectural Appearance

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 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"/> Recycling & Solid Waste
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> *Unsafe Structures
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Zoning Board of Appeals

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

In addition a Resume may be attached

Education: Master of Landscape Architecture Univ. of Pa.
B.A. Swarthmore College

Experience: Registered Landscape Architect

Past Positions: Member - Architectural Appearance Com

Hobbies: Gardening, Photography

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: July 21, 2011

Initials of Clerk or Deputy: M

Date received or confirmed: 7/22/10

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.

JOHN A. PANCOAST, RLA

EDUCATION: M.L.A., Landscape Architecture, University of Pennsylvania, 1970
B.A., Botany, Swarthmore College, 1967
Registration: Florida, Landscape Architect, # 360

SUMMARY OF EXPERIENCE:

I am a planner and a registered landscape architect with both supervisory and technical experience in both private and public sector land use planning and landscape architecture in Florida.

DETAILED WORK HISTORY:

1990-date Senior Planner - Palm Beach County Planning, Zoning, & Building Department

- Monitoring Section - Responsible for ensuring that development orders are timely performed and are completed in accordance with County requirements.

Previous assignments in the Planning Division included:

- Staff to Historic Resources Review Board
- Planner on Call.
- Responsible for Evaluation and Appraisal Reports for the Historic Preservation, Traffic Circulation and Fire-Rescue Elements.
- Processed text and site specific amendments to the Comprehensive Plan; prepared and edited staff reports; organized meeting arrangements and agendas; prepared and edited responses to DCA's ORC Report; prepared ordinances implementing amendments; and attended meetings of Land Use Advisory Board and Board of County Commissioners.
- Conducted meetings of and presented agenda items to the Palm Beach International Airport Overlay Committee.
- Prepared and presented reports to the Land Development Regulation Commission (LDRC) concerning consistency of land development ordinances with the Comprehensive Plan.
- Reviewed annexation proposals with twelve County agencies; prepared and presented agenda items to the Board of County Commissioners concerning annexations.
- Reviewed, prepared reports and attended zoning meetings to insure compliance of development proposals with the Palm Beach County Comprehensive Plan and the Palm Beach County Concurrency Management System.

1988-1990 Section Head - Project Planning/Landscape Architecture, Keith and Schnars, P.A. Supervised all landscape architects and site planners. Responsible for urban, design and site planning. My section prepared conceptual development plans, site plans, landscape plans, irrigation plans, and bid documents, and performed construction observation.

Also responsible for DRI's, impact analyses and local government comprehensive plans and plan amendments. DRI projects included a 158-acre industrial/commercial center in the city of Tamarac and a 450-acre residential/commercial golf community for General Development Corporation in the city of Port St. Lucie.

1986-1988 Senior Planner, John D. and Catherine T. MacArthur Foundation
Responsible for liaison with local governments on land use plans affecting the Foundation's property; monitoring development orders and other land use commitments; and initiating actions necessary for compliance; preparation of plans, studies and reports on the environment and public facilities; preparation of landscape design for Palm Beach Gardens Regional Center's roadways and stormwater management areas.

1979-1986 Project Manager, General Development Corporation
Supervised section responsible for preparing Applications for Development Approval for Development of Regional Impacts. Prepared comprehensive land use plan amendments, zoning, and plat approvals for five communities from local governments and state and regional planning agencies. Also monitored the firm's commitments and initiated actions necessary for compliance.

Directed consultant teams in the preparation and approval of the Sharrett, Julington Creek, Interchange, Port LaBelle and DeSoto DRI's.

1979-1981 Instructor (part-time), University of Miami
Responsible for creating and teaching courses on landscape architecture.

1974-1979 Planner II, Broward County Planning Division
Supervised section that prepared computerized traffic studies for the Broward County Impact Zoning System (BIZS) and wrote computerized development impact programs for BIZS. Also wrote the environmental analysis section of the Broward County (Unincorporated Area) Comprehensive Land Use Plan.

1973-1974 Associate Landscape Architect, Bozas, Kettelhut, and Pirich
Prepared environmental analyses, land use plans, impact statements, landscape plans, construction plans and specifications.

1970-1973 Associate Landscape Architect, Walter Taft Bradshaw and Associates

Responsible for preparation of land use and site plans; environmental studies; and zoning petitions.

PROFESSIONAL AFFILIATIONS:

Member, Toastmasters International (past President of club)

Director (Chair, Public Relations Committee), Association of Special Districts, Inc. (1985-1990)

Business Volunteer to the Arts for the Morikami Museum. (1987-1990)

Member, Leadership Miami. (1982-1986)

PUBLICATIONS:

Contributing Editor, Tillandsia, newsletter of the Dade Chapter of the Florida Native Plant Society.

Applications for Development Approval for "West Port", "Sharrett", "Julington Creek", "Interchange", and "Villages of DeSoto" Developments of Regional Approval.

Broward County, Landscape Manual.

Environmental Analysis section of the Broward County (Unincorporated Area) Comprehensive Land Use Plan.



**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: WALTER SYREK
(Optional)

Residence Information:

Home Address: 1311 NE 43 Court
City/State/Zip: Pompano Beach FL 33064
Home Phone: (954) 933-6393 Cell Phone: _____
Email: wsarch@gmail.com Fax: _____

Business Information:

Employer/Business Name: Varian Associates, P.A.
Current Position / Occupation: Construction Consultant
Business Address: 2000 N. Dixie Hwy
City/State/Zip: Boca Raton, FL

Are you a U.S. Citizen? Yes (X) No ___

Are you a resident of Pompano Beach? Yes (X) No ___ Reside in District: 1 ___ 2 (X) 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: None

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

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

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

In addition a Resume may be attached

Education: Bachelor of Architecture, New Jersey Institute of Technology, 1986
Juris Doctor, New York Law School, 1996
Licensed Architect, N.J. and FL, Admitted to Bar, NY and NJ

Experience: In my current position, for five years, I consult with owners, lenders and counsel on a wide variety of new construction and renovation projects, throughout Florida. I perform pre-construction review of construction documents for completeness and accuracy. I conduct forensic analysis of building failures, and provide recommendations of corrections.

Past Positions: Formerly, Director of Construction for a nationwide owner and manager of shopping center and commercial properties, based in New York City.

1996-2000, Vice President, Valhal Corp., NYC, real estate development in NYC, Philadelphia and Washington, D.C.,

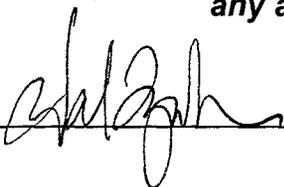
1986-1996, practice of architecture in New York City.

Hobbies/Community:

Officer, Pompano Beach Highlands Civic Improvement Association, since 2007. Organized National Night Out event, advocated on behalf of community before local and county boards/agencies.

Member, Pompano Beach Historical Society, Dog Pack of Pompano Beach

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

Signature:  _____

Date: 7/18/12 _____

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.

AC# 5372003

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

SEQ# L10120800971

DATE	BATCH NUMBER	LICENSE NBR
12/08/2010	100257586	AR93992

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481, FS.
Expiration date: FEB 28, 2013

SYREK, WALTER
1311 NE 43 CT
POMPANO BEACH

FL 33064

CHARLIE CRIST
GOVERNOR

DISPLAY AS REQUIRED BY LAW

CHARLIE LIEM
SECRETARY



CITY OF POMPAÑO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

TO: MITZI SCOTT
954 786 4095

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ___ Mrs. Ms. ___ Miss ___ Name: SUSAN ROME
(Optional)

Residence Information:

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

Business Information:

Employer/Business Name: Chestnut Hill Management
Current Position / Occupation: Administrative MGR, CONDO (HOA)
Business Address: HOME
City/State/Zip: HOME
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 checked="" type="checkbox"/>	Architectural Appearance	<input type="checkbox"/>	Emergency Medical Services	<input type="checkbox"/>	*Police & Firefighter's Retirement System
<input type="checkbox"/>	Budget Review	<input type="checkbox"/>	*Employee's Board of Appeals	<input checked="" type="checkbox"/>	Pompano Beach Economic Development Council
<input type="checkbox"/>	Charter Amendment	<input type="checkbox"/>	Employee's Health Insurance	<input type="checkbox"/>	Recycling & Solid Waste
<input checked="" type="checkbox"/>	Community Appearance	<input type="checkbox"/>	*General Employee's Retirement System	<input type="checkbox"/>	Sand & Spurs Riding Stables
<input checked="" type="checkbox"/>	*Community Development	<input type="checkbox"/>	Golf	<input type="checkbox"/>	Marine
<input checked="" type="checkbox"/>	CRA East	<input type="checkbox"/>	Historic Preservation	<input type="checkbox"/>	*Unsafe Structures
<input type="checkbox"/>	CRA West	<input type="checkbox"/>	*Housing Authority of Pompano Beach	<input type="checkbox"/>	*Zoning Board of Appeals

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

p. 2 of 2
Rome

In addition a Resume may be attached

Education:

B.A. New York University

Experience:

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

Past Positions:

Volunter @ Boca Museum of Art

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

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

Signature:

Susan Rome

Date:

1/24/2012

Initials of Clerk or Deputy:

SR

Date received or confirmed:

1/24/2012

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

Note:

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



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: Jabi Aycock
(Optional)

Residence Information:

Home Address: 611 Southeast 18 Ave.
City/State/Zip: Pompano Beach FL 33060
Home Phone: _____ Cell Phone: 954-914-5022
Email: theaycockst@comcast.net Fax: 954-943-0991

Business Information:

Employer/Business Name: Performance Shell Construction Inc.
Current Position / Occupation: Contractor/Graduate Architect
Business Address: 611 Southeast 18 Ave
City/State/Zip: Pompano Beach FL 33060
Business Phone: 954-914-5022 Fax: 954-943-0991 Email: theaycockst@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: 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 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"/>	Recycling & Solid Waste
<input checked="" type="checkbox"/>	Community Appearance	<input type="checkbox"/>	*General Employee's Retirement System	<input type="checkbox"/>	Sand & Spurs Riding Stables
<input type="checkbox"/>	*Community Development	<input type="checkbox"/>	Golf	<input type="checkbox"/>	Marine
<input type="checkbox"/>	CRA East	<input checked="" type="checkbox"/>	Historic Preservation	<input checked="" type="checkbox"/>	*Unsafe Structures
<input type="checkbox"/>	CRA West	<input type="checkbox"/>	*Housing Authority of Pompano Beach	<input type="checkbox"/>	*Zoning Board of Appeals

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

In addition a Resume may be attached

Education: Bachelor of Architecture, master of Architecture c/o Florida International University. License CBC 1256482, Building Contractor.

Experience: Performance Shell Construction Inc.: owner, contractor/Graduate Architect

Past Positions: Boca Architect Corporation: Associate/Graduate Architect.

Pierce Architectural Group: Associate/Graduate Architect

Hobbies: PTA, Volunteer @ Highlands Christian Academy, Baseball 'Mom', reading.

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

Signature: Toni W. Aycock

Date: March 7, 2012

Initials of Clerk or Deputy: W

Date received or confirmed: 3/7/12

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

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

611 Southeast 18th Avenue
Pompano Beach, FL 33060

954 914 5022, FAX 954 943 0991
theyaycocks1@comcast.net

Tobi Aycock

Graduate Architect, Registered Building Contractor with the State of Florida, CBC1256482

Objective

I am seeking full or part time employment with an architectural firm that is both committed to design excellence and involved in the community. As I begin my career, I am expecting to obtain the experience necessary to successfully complete the Intern Development Program and the Architectural Registration Examination. I have also obtained a Building Contractor license and have been working in a Design Build capacity for the past 3 years in order to gain building and project management experience.

Education

2002-2004	Florida International University	Miami, FL
	Master of Architecture	
1997-2002	Florida International University	Miami, FL
	Bachelor of Design in Architectural Studies	
2003	U.S. Green Building Council	Orlando, FL
	LEED Intermediate Workshop	
1996	Florida Atlantic University	Boca Raton, FL
	Studied Business Administration	
1996	Broward Community College	Coconut Creek, FL
	Associate of Arts	

Experience

2007-Present	Performance Shell Construction	Pompano Beach, FL 954-914-5022
	Owner, President CBC1256482	
2005-2006	Pierce Architectural Group	Fort Lauderdale, FL
	Associate	
2004-2005	BAC-Boca Architect Corp.	Boca Raton, FL
	Associate	
1993-1996	Contempo Casuals	Miami, FL
	Manager	
1993	Aeropostale	Plantation, FL
	Assistant Manager	
1987-1993	Au Coton	N. Miami, FL
	Manager	

Community Involvement	1999-2005 Volunteer	McNab Elementary School	Pompano Beach, FL
	PTA President, Yearbook Chairperson, Book Fair Chairperson, SAC Committee: parent representative....		
Affiliations	2003-present	U.S. Green Building Council	
	1999-present	Golden Key National Honor Society	
	2002, 2003	AIAS	
Computer Skills	Proficient in AutoCAD 2002-2004, Basic understanding of Architectural Desktop, Adobe Photoshop, 3-D Viz, PowerPoint, Adobe PageMaker, Word, Excel....		
References	Gerald Belgrave, Architect		954-742-3817
	George Lemaire Bray-Lemaire Interior and Landscaping		954-647-5881
	John Deihl, Architect BAC- Boca Architectural Corp.		561-395-8684
	Dave Foy Cabinetry, Dave Foy		954-360-9921
	Diane Wansor, Principal McNab Elementary		828-497-2200
	Juliana Trejo Bossono, District Manager Au Coton / BOCA Inc.		954-340-6623
	Camillo Rosales, Associate Professor Florida International University University Park Campus Paul L. Cejas Architecture Building PCA 272 Miami, FL 33199		305-348-3181
	Dr. Grey Read, Professor Florida International University University Park Campus Paul L. Cejas Architecture Building PCA 272 Miami, FL 33199		305-348-3181
	June Wilder, Past PTA Treasurer		954-943-2053
	Lisa Clark, Office Manager Boca Architect Corporation		561-395-8684

TOBI AYCOCK

611 SOUTHEAST 18 AVENUE. POMPANO BEACH FL 33060
954 943 0952 - FAX 954 943 0991 - DIRECT 954 914 5022

CBC1256482

theaycocks1@comcast.net



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. Mrs. Ms. Miss Name: CHARLES H. BECHERT, III
(Optional)

Residence Information:

Home Address: 371 SE 9TH CT,
City/State/Zip: Pompano Beach, FL 33060
Home Phone: _____ Cell Phone: 954-401-0183
Email: trip@southfloridaattorney.com Fax: 954-941-8337

Business Information:

Employer/Business Name: Bechert & Associates, PA
Current Position / Occupation: Attorney
Business Address: 901 E. ATLANTIC BLVD.
City/State/Zip: POMPANO BEACH, FL 33060
Business Phone: 954-941-8363 Fax: 954-941-8337 Email: trip@southfloridaattorney.com

Are you a U.S. Citizen? Yes No
Are you a resident of Pompano Beach? Yes No Reside in District: 1 2 3 4 5
Do you own real property in Pompano Beach? Yes No
Are you a registered voter? Yes No
Have you ever been convicted of a felony? Yes No
Current or prior service on governmental boards and/or committees: Parks and Rec Board as alternate

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

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

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

In addition a Resume may be attached

Education: ST. THOMAS UNIVERSITY, BACHELOR'S DEGREE
THOMAS M. COOLEY SCHOOL OF LAW, JURISDOCTORATE DEGREE

Experience: _____

Past Positions: ALTERNATE ON PARKS & RECREATION ADVISORY BOARD

Hobbies: _____

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

Signature: _____

Date: 3/29/12

Initials of Clerk or Deputy: MS

Date received or confirmed: 3/29/12

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

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

Charles H. Bechert III "Trip"

901 East Atlantic Blvd
Pompano Beach, Florida 33060

Office: (954) 941-8363
Fax : (954) 941-8337

FLORIDA BAR:

Admitted 1993

EDUCATION:

Thomas M. Cooley Law School - Lansing, Michigan
Juris Doctor, 1993

Awards:

§ Dean=s List

§ American Jurisprudence Award for Excellence in Trial Workshop

St. Thomas University - Miami, Florida
Bachelor of Arts in Communication

PROFESSIONAL PROFILE:

August 2007 - Present

Florida Supreme Court Certified Family, County and Circuit Civil Mediator
(Certified by the State of Florida)

November 2002 - Present

Bechert & Associates, P.A. - Pompano Beach, FL
Property Damage Defense for State Insurance Carrier, Criminal Defense, Contractor Violations For Broward County, Foreclosure Defense, Personal Injury & PIP Plaintiff, Wage and Overtime Claims, Immigration, Family Law, Commercial Litigation

November 1999 - November 2002

Miller & Bechert, P.A. - Fort Lauderdale, FL
Personal Injury & PIP Plaintiff

September 1997 - 1999

Tolgyesi, Katz, Tarr & Hankin, P.A. - Hollywood, FL
Personal Injury, PIP Defense and Criminal Defense

May 1994 - September 1997

State Attorney=s Office Seventeenth Judicial Circuit Broward County, - Ft. Lauderdale, FL

Assistant State Attorney

§ *Felony Trial Prosecutor:* Felony Trial Division (March 1996 - September 1997) Division Prosecutor responsible for handling all levels of felony prosecutions.

§ *Special Unit Prosecutor:* Domestic Violence Unit (April 1995 - March 1996)

Investigate, file and prosecute all acts of domestic violence.

Additional responsibilities included interviewing victims, coordinating treatment with victim advocates, and determining appropriate counseling and length of incarceration for domestic violence offenders.

§ *Satellite Prosecutor:* West Satellite Court House (October 1994 - April 1995)

Supervised and prosecuted cases for the State Attorney=s West Satellite office. Responsible for managing all interoffice operations as well as filing and prosecuting cases for 15 municipalities.

§ *Trial Prosecutor:* Misdemeanor Trial Division (May 1994 - October 1994)

Division Prosecutor responsible for handling hundreds of active files any given time.

December 1993

May 1994

Law Offices of Milena Christopher - Ft. Lauderdale, FL

Attorney

Responsibilities included administering the firm=s contract with the Department of Revenue for Child Support Enforcement, encompassing over 12,000 active cases.

June 1995

Broward Community College

Adjunct Professor

§ Business Law 1 - Responsible for effective presentation of all course materials. Prepare and administer examinations. Provide a positive atmosphere for students to learn and gain insight in this area of their academics.

August 1995

Author & Lecturer

§ Domestic Violence - A No Longer Band-Aid Solutions@, October 1995;
The Record: The Official Publication of the Broward County Medical Association.

§ Domestic Violence Seminar - Continuing Medical Education providing 1.0 credit for South Florida Physicians. Sponsored by Pompano Beach Medical Center and Northeast Medical Center.

Objectives:

To assess and recognize domestic violence. Provide appropriate intervention of persons involved in domestic violence. Property report victims of domestic violence.



CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

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: 800 NW 21 street

City/State/Zip: Pompano beach, Florida

Home Phone: _____ Cell Phone: 954-295-4118

Email: DavidBaumwald@ymail.com Fax: _____

Business Information:

Employer/Business Name: D and M home dev.corp.

Current Position / Occupation: Owner

Business Address: _____

City/State/Zip: _____

Business Phone: 954-295-4118 Fax: _____ Email: _____

Are you a U.S. Citizen? Yes No

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

Do you own real property in Pompano Beach? Yes No

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Current or prior service on governmental boards and/or committees: Vice-Chair Pompano Appearance comm. 4 yrs

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

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

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

In addition a Resume may be attached

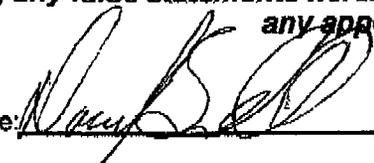
Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32.

Past Positions: Vice-Chair Appearance commitee still active

Hobbies: Home remodeling, Construction investing, Dining

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

Signature: 

Date: 02/13/2014

Initials of Clerk or Deputy: _____

Date received or confirmed: 2/13/14

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

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



CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE APPLICATION

CITY OF POMPANO BEACH OFFICE OF THE CITY CLERK

2013 JAN 28 PM 4:22

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. [checked] Mrs. ___ Ms. ___ Miss ___ Name: Marcus A. McDoyle

Residence Information:

Home Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Home Phone: 954-825-3769 Cell Phone: SAME as HOME
Email: playersfirst@gmail.com Fax: ___

Business Information:

Employer/Business Name: Players First Sports
Current Position / Occupation: President
Business Address: 971 NW 6 Ave
City/State/Zip: Pompano BEACH, FL 33060
Business Phone: 954-825-3769 Fax: ___ Email: playersfirst@gmail.com

Are you a U.S. Citizen? Yes [checked] No ___
Are you a resident of Pompano Beach? Yes [checked] No ___ Reside in District: 1 ___ 2 ___ 3 ___ 4 [checked] 5 ___
Do you own real property in Pompano Beach? Yes ___ No [checked]
Are you a registered voter? Yes [checked] No ___
Have you ever been convicted of a felony? Yes ___ No [checked]
Current or prior service on governmental boards and/or committees: ___

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

Table with 3 columns of advisory boards/committees and checkboxes. Checked items include Affordable Housing, Air Park, Architectural Appearance, Charter Amendment, Community Appearance, Community Development, CRA East, CRA West, Cultural Arts, Education, Emergency Medical Services, Employee's Board of Appeals, Employee's Health Insurance, General Employee's Retirement System, Golf, Historic Preservation, Housing Authority of Pompano Beach, Parks and Recreation, Planning & Zoning/Local Planning Agency, Police & Firefighter's Retirement System, Pompano Beach Economic Development Council, Public Art Committee, Recycling & Solid Waste, Sand & Spurs Riding Stables, Marine, Unsafe Structures, and Zoning Board of Appeals.

In addition a Resume may be attached

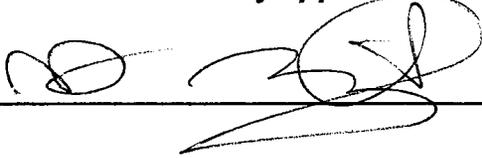
Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health Service adm.

Experience: over 12 yrs. experience event planning work
Organizations that are community based
for kids.

Past Positions: Admin 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.

Youth Development Consultant

Offering over ten (10+) years of developing programs that specialize in youth mentoring and guidance experience with a unique events planning background. Working knowledge of substance abuse, behavioral and performance, learning and motivation of children and young adults as it relates to their varied life situations. Qualifications also include proficiency in working within the Department of Children and Families, county and city court systems as a children advocate. Possess the knowledge, skills, and abilities to efficiently provide proactive methods for treatment, rehabilitation of mental dysfunctions and overall guidance for children and young adults.

HIGHLIGHTS OF ACCOMPLISHMENTS:

- Program development for troubled children and young adults involved in juvenile, foster care and sports.
- Developed and facilitated community events such as health fairs, family crisis and job/life skills. CPR, First Aid, hand to hand combat, physical and mechanical restraint
- Recipient of the '2007 Mentor of the Year' when working with Palm Beach Elementary School Mentor
- Recipient of the "Assistant Coach of the Year" for two consecutive years (1997 and 1998) for working with Pop Warner team representing Daytona Beach Buccaneers
- Associated with Professional Development Group

VALUE ADDED:

- Consistently apply critical thinking skills and good decision making abilities in business through deductive and sharp inductive reasoning ability.
- Possess and utilize active listening skills to assure clear and concise communication is maintained.
- Practice discipline, energetic, enthusiastic, goal-oriented, problem sensitivity and management skills.
- Exhibit responsible, self-motivated attributes and complemented by key organizational skills.
- Work efficiently with Microsoft Office including Word, Excel, Outlook and PowerPoint.

EXPERIENCE:

2005 - 2013

Event Planner/Coordinator

PlayersFirst, Inc.

Fort Lauderdale and Miami, Florida

Worked directly with HOT105 Radio personality, City of Oakland Park, City of Pompano, Land Rover Dealership, Stocker McDougle of the Miami Dolphins, The Jerome McDougle and NFL Friends to arrange and implement several key sporting events. Coordinated services for events, such as accommodation and transportation for participants, facilities, catering, signage, displays, special needs requirements, printing and event security. Plan and develop programs, agendas, budgets, sponsors, and services for each sport and health related event.

- Achieved success with "The Good Life" which was a health fair event including health care, social services and other professional providers, displayed Brazilian Martial Arts, and provided free health snack giveaways to raise awareness on individual health.\
- Implemented 3 on 3 basketball tournaments, 7 on 7 Flag Football Challenge which raised funds for school supplies dispersed at the conclusion of the event
- Coordinated three (3) day event for at-risk youths which included 1st Football Camp held on South Beach and the Orange Bowl raised awareness for service that serviced substance abuse, mental health, developmentally challenge youth and young adults

2008 – 2010

Milieu Counselor

Spectrum Programs, Inc./Miami Behavioral Health Center (MBHC)

Miami, Florida

Supervised, mentored and counseled young adults dealing with substance abuse and mental health issue within the court system. Encouraged young adults to express their feelings and discuss their lives, helped them develop insight into themselves and their relationships. Processed the paper work associated with documenting client's behaviors and progression. Evaluated young adults, individually and in group sessions, to assist in overcoming dependencies, adjusted to life, and made changes. Developed and implemented treatment plans based on evaluations and clinical experience.

2001 – 2004

Case Manager

Working directly with Volusia County's Department of Children and Families, court system, legal department and law enforcement. Resolved family crisis that directly involved at-risk children and their families. Advocated for the at-risk children/youth by acting as a liaison between the court system and the families in care. Educated children/youth and families about mental illness, abuse, medication, and available community resources. Monitored, evaluated, and recorded client progress with respect to treatment goals. Modified treatment plans according to changes in children/youth status. Increased social work knowledge by reviewing current literature, conducting social research, and attending seminars, training workshops.

Community Base Care

Daytona Beach, Florida

EDUCATION:

Graduated May 2002

Bachelors' Degree in Sociology and Psychology (earned)

Received Football Letterman in Spring 1993 and Fall 1995

Bethune-Cookman College

Daytona Beach, Florida

Graduated June 1992

High School Diploma (earned)

Blanche Ely High

Pompano Beach, Florida

State of Florida 2010

Certified in early childhood development

HIV awareness

HIPAA

Crisis Intervention

State of Florida

Pompano Beach, Florida

Name	Address	District	Phone	Appointed	Expires	Reso No.
Thomas H. Di Giorgio, Sr. Architect City Commission At Large	24 N.E. 24th Avenue (33062) (Business Address) thom@dk-group.com	1	954-941-3449 h 954-614-5385 c 941-3329 x 217 (O)	2/12/2013	2/8/2015	2013-143
Robert Zbikowski Chairman - Real Estate Appraiser City Commission At Large	111 Briny Ave. # 1703 (33062) eminentrta@aol.com	1	954-781-5703 h 954-675-0384 c 954-357-5880 o	7/9/2013	7/27/2015	2013-307
John A. Pancoast Vice Chairman - Landscape Architect City Commission At Large	2102 N. Riverside Drive (33062) jpancoas@pbcgov.org	1	954-781-5428 h 561 233-5322 (O) 561-876-3460 c	2/12/2013	2/8/2015	2013-145
Joby Balint Architect City Commission At Large	2321 SE 11th St., (33062)	1	954-781-9499 h 954-398-4099 c	7/9/2013	7/27/2015	2013-308
Salah Elroweny Architect, General Contractor City Commission At Large	480 S. Cypress Rd. #100 (33060) salah@igroup1.com	3	954-785-1314 h 954-803-6484 c	7/9/2013	7/27/2015	2013-309
Kenneth Koch City Commission At Large	1641 N.E. 48th Court (33064) resolver1@comcast.net	2	954-427-8167 h 954-708-0558 c	10/26/2014	10/26/2016	2015-34
(1) Ray Lubomski City Commission At Large	830 S.E. 6th Ave., (33060) rlubomski@aol.com	3	954-786-9660 h 954-871-9835 c	5/27/2014	6/8/2015	2014-252
(2) Walter Syrek City Commission At Large	1311 N.E. 43rd Court, (33064) wsarch@gmail.com	2	954-933-6393 h	1/28/2014	2/8/2015	2014-121
Matthew Edge - Recording Secretary	City Hall 100 W. Atlantic Boulevard		954-786-5554			

Meets: Second Thursday @ 4:00pm in the City Commission Chambers Conference Room
Elections: Annually in May
Established: City Ordinance No. 98-57

155.2205. ARCHITECTURAL APPEARANCE COMMITTEE (AAC)

A. Establishment

The Architectural Appearance Committee (AAC) is hereby established in accordance with state law.

B. Powers and Duties

The AAC shall have the following powers and duties under this Code:

1. Decide Applications for Development Permit

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

- a. Major Building Design (Sec. 155.2408); and
- b. Appeal of a decision of the Development Services Director on an application for Minor Building Design (Sec. 155.2424).

2. Other Powers and Duties

- a. To review and decide applications for Sign Permits within the Atlantic Boulevard Overlay district (AOD) in accordance with Chapter 156 (Sign Code) of the Code of Ordinances ; and
- b. To carry out any other powers and duties delegated to it by the City Commission, consistent with state law.

C. Membership, Appointment, and Terms of Office

1. Membership and Appointment

- a. The AAC shall consist of six regular voting members and two alternate members, appointed by resolution of the City Commission as a whole.
- b. Each regular voting member and alternate member shall be either a resident of the city or a practicing architect whose principal place of business is within the city.
- c. At least two regular voting members shall be architects registered in the State of Florida, and at least one regular voting member shall be a landscape architect registered in the State of Florida. Remaining regular voting members shall be a Florida-registered architect, Florida-registered landscape architect, Florida-registered professional engineer, planner, building contractor, Florida-registered real estate sales person or broker, or a person possessing a background similar to the occupations listed above.
- d. If feasible, at least one alternate member shall be a Florida-registered architect.
- e. Regular voting members and alternate members shall serve without compensation.

2. Terms

- a. Regular voting members of the AAC shall be appointed for three-year, staggered terms. Of the six members first appointed, two members shall be appointed for a term of one year; two members shall be appointed for a term of two years; and two members shall be appointed for a term of three years.
- b. Alternate members shall be appointed for three-year concurrent terms.
- c. Regular voting members and alternate members shall continue to serve until their successors are appointed.

3. Alternate Members

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

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

4. Removal and Replacement; Attendance

a. Removal for Good Cause

The City Commission may, by majority vote of a quorum present, remove and replace any member of the AAC at any time for good cause, including, but not limited to, poor attendance (See subsection b below.), lack of participation, unfitness, malfeasance, and conflict of interest (See Section 155.2205.H.). Any allegation of cause for removal shall be in writing, and the City Commission shall hold a public hearing on such an allegation before taking action to remove a committee member.

b. Removal for Poor Attendance

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

5. Vacancies

Vacancies occurring for reasons other than expiration of terms shall be filled for the period of the unexpired term only.

D. Chair and Vice-Chair

1. The AAC shall elect a Chair and a Vice-Chair from among its members, each to serve a one-year term.
2. The Chair shall preside over all committee meetings. The Vice-Chair shall preside over committee meetings in the absence of the Chair. If both the Chair and Vice-Chair are absent, the AAC shall vote to determine who shall serve as acting Chair for the meeting.

E. Staff

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

F. Meetings

1. Schedule

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

2. Official Record

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

3. Notice of Meetings

- a. The Development Services Director shall provide notice of AAC meetings to each committee member at least 48 hours before the meeting.
- b. Notice of all AAC meetings and public hearings shall be provided in accordance with state law and the public hearing requirements in Section 155.2305.C, Public Hearing Notice, as appropriate.

4. Open Meetings

All meetings of the AAC shall be open to the public.

5. Procedure

In conducting its meetings, the AAC shall follow rules of procedure adopted in accordance with Section 155.2205.I, Rules of Procedure.

G. Quorum and Necessary Vote

1. Quorum

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

2. Voting

An affirmative vote of the majority of committee members present and constituting a quorum is required for all decisions of the AAC.

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

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

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

3. If a committee member is disqualified on a regular and continuing basis due to a conflict of interest (as defined in subsection 1 above), the Chair may request, in writing, that the member resign. If the member does not resign in response to such a request, the Chair shall report the conflict of interest to the Mayor and City Commission, who may consider whether to remove and replace the member in accordance with Section 155.2205.C.4, Removal and Replacement; Attendance.

I. Rules of Procedure

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

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

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 158, "ARCHITECTURAL APPEARANCE COMMITTEE" OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 158.02, "CREATION; MEMBERS; TERMS; APPOINTMENTS", TO INCREASE THE NUMBER OF MEMBERS ON THE COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach passed Ordinance No. 98-57 creating an Architectural Appearance Committee and prescribing the number of members; and

WHEREAS, the City Commission of the City of Pompano Beach now desires to increase the number of members on the Committee; and

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1. That Section 158.02, "Creation; Members; Terms; Appointments", of Chapter 158, "Architectural Appearance Committee", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 158.02 CREATION; MEMBERS; TERMS; APPOINTMENTS.

An Architectural Appearance Committee is hereby created:

A. The Committee shall be composed of ~~five~~ six members, appointed by the Mayor and Commission for terms of two years, except that the members of the first Committee to serve shall be appointed so that three members shall serve one year terms and two members shall serve two year terms. Their successors shall be appointed to two year terms.

...

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.

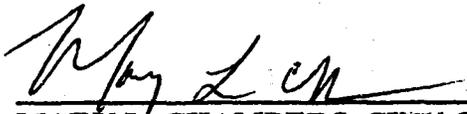
PASSED FIRST READING this 22nd day of June, 2004.

PASSED SECOND READING this 13th day of July, 2004.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
6/3/04
L:ord/ch158/2004-264

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

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING CHAPTER 158, "ARCHITECTURAL APPEARANCE COMMITTEE" OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA, BY AMENDING SECTION 158.04, "POWERS AND DUTIES", PROVIDING FOR REVIEW OF NEW CONSTRUCTION ON PROPERTY ABUTTING A DESIGNATED ARTERIAL OR COLLECTOR ROAD TO BE REVIEWED BY THE ARCHITECTURAL APPEARANCE COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Pompano Beach passed Ordinance No. 98-57 creating an Architectural Appearance Committee and defined its powers of review; and

WHEREAS, the City Commission of the City of Pompano Beach now desires to extend the review of the committee; and

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

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

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

SECTION 1: That Section 158.04, "Powers and Duties", of Chapter 158, "Architectural Appearance Committee", of the Code of Ordinances of the City of Pompano Beach is hereby amended to read as follows:

§ 158.04 POWERS AND DUTIES.

...

B. Plans and Specifications. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, every application for a permit to erect a building or structure or to materially alter a front or side elevation of any existing building or structure in the City of Pompano Beach or in some fashion change the exterior appearance of any building or structure shall, unless subject to review by the Director of the Department of Development Services as provided in paragraph "D" of this section, be accompanied by six sets of detailed plans plus color and material samples. If the plans submitted do not furnish sufficient information adequately to show the scope of the planned construction for which a permit has been requested, then there shall be furnished, in addition to the six sets of detailed plans, one set of detailed specifications for such proposed work; both the plans and specifications shall be prepared by a registered architect or registered engineer, qualified under the laws of the State of Florida to prepare such plans and specifications and no permit therefor shall be issued until such plans (and specifications, when required) shall have been previously approved by the Committee as provided herein above. No plans or specifications in violation of this or any other ordinance of the City of Pompano Beach shall be approved. No permit for the construction or addition to any building (excluding single-family and duplex dwellings) shall be issued until and unless the plans therefor have been approved by the Architectural Appearance Committee as being in accordance with the standards as provided for in this section.

...

(D) Minor Construction. Minor construction and alternations shall be exempt from review by the Committee. However, the Department of Development Services Director or his designee shall approve, approve with conditions or deny the issuance of a building permit for minor construction and alterations. Minor construction and alterations are as follows:

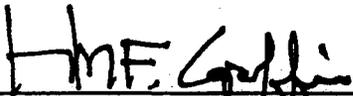
- (1) Rehabilitation of existing facades.
- (2) New construction on property not abutting a designated arterial or collector road as defined by the Broward County Trafficways Plan that does not exceed 5,000 sq. ft. of floor area.

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

SECTION 3: This Ordinance shall become effective upon passage.

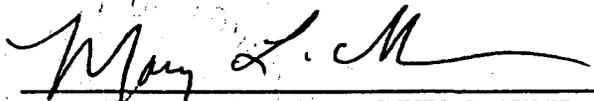
PASSED FIRST READING this 8TH day of MAY, 2001.

PASSED SECOND READING this 22ND day of MAY, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/6/01
L:ord/ch158/2001-209

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, CREATING A NEW CHAPTER 158 OF TITLE XV OF THE CODE OF ORDINANCES OF THE CITY OF POMPANO BEACH TO BE ENTITLED "ARCHITECTURAL APPEARANCE COMMITTEE", FOR THE PURPOSE OF ESTABLISHING AN ARCHITECTURAL APPEARANCE COMMITTEE TO REVIEW THE AESTHETIC ASPECTS OF BUILDING AND SITE CHANGES; PRESCRIBING ORGANIZATION, MEMBERS, TERMS, APPOINTMENTS; SPECIFYING POWERS, DUTIES AND CRITERIA OF THE COMMITTEE; ESTABLISHING MEETINGS, RECORDS, APPROVAL OF PLANS; DECLARING CERTAIN ACTS TO BE IN VIOLATION OF THIS ORDINANCE; PRESCRIBING PENALTIES FOR ACTS TO BE IN VIOLATION OF THIS ORDINANCE; PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission and citizens of Pompano Beach are desirous of creating an improved quality of life in the community which can, in part, be derived from the construction of aesthetically pleasing structures and the beautification of the environs surrounding such structures; and

WHEREAS, the health, safety, aesthetic attractiveness and general welfare of the community can be achieved through the promulgation of detailed design criteria as stated herein; and

WHEREAS, beautiful and well-planned communities result through such a comprehensive scheme of regulations guided by a Committee empowered by its enabling

ordinance to merge environment and development into an integrated whole; 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 there is hereby created a new Chapter 158 in Title XV of the City of Pompano Beach Code of Ordinances to read as follows:

TITLE XV: LAND USAGE

Chapter 158: ARCHITECTURAL APPEARANCE COMMITTEE

Section 158.01 PURPOSE.

This Committee has been established by the City Commission of the City of Pompano Beach in recognition of the fact that beautiful communities can be created only through a deliberate action on the part of the community leadership, architects, planners, realtors and the building industry.

Public action for improving community appearance, as embodied in the Architectural Appearance Committee, will provide the ultimate designers of individual structures with the larger contexts in which their particular works will be viewed. Since the beauty of a community involves the aesthetic quality of all one sees in the community, it goes far beyond the design of individual architectural facades.

Zoning is the single most powerful legal enforcement of an overall urban concept, but it does not fully plan building locations, traffic movement or parklands; it does not create beauty, aesthetic order, or amenity. The task of this Committee is, therefore, to preserve various elements of urban beauty and require that new projects enhance that which already exists.

The essential foundation of beauty in cities is harmony with nature. The plan for achieving beauty must grow out of our special local characteristics of site, aesthetic tradition, and developmental potential. Some local areas of natural beauty are the beaches, the Intracoastal Waterway, the lakes within the City, the canals and the parks. The vistas and visual delight of these should be allowed only to be enhanced. It is the intent that this Committee achieve a pleasant and comprehensive cohesiveness in our community development. The method of achieving this goal is by the use of a Community Design Plan - the larger contexts referred to above - which would indicate, for the various parts of the municipality, the aesthetic character to be encouraged and the means by which such aesthetic character is to be attained and protected. The Architectural Appearance Committee is composed of persons with experience in judging three dimensional forms, and their inter-relationships, who have the ability to meet any particular designer on the grounds of his own aesthetic understanding. The Committee acts in review of specific projects to ascertain whether proposals would enhance the Community or violate the spirit of this ordinance. The Committee defines the objectives and looks to see if the aesthetic intentions are actually embodied in proposed projects.

Section 158.02 CREATION, MEMBERS, TERMS, APPOINTMENTS.

An Architectural Appearance Committee is hereby created:

A. The Committee shall be composed of five members, appointed by the Commission for terms of two years, except that the members of the first Committee to serve shall be appointed so that three members shall serve one year terms and two members shall serve two year terms. Their successors shall be appointed to two year terms.

B. Two alternate members shall be appointed by the City Commission for terms of one year. In the absence or disability of a regular member, an alternate member may be called to sit and act in his place by the Chairman of the Committee. Whenever feasible, one of the two alternates shall be a registered architect.

C. Members of the Committee shall be subject to removal, for cause by the City Commission after a hearing before the City Commission. Unexcused absence for three consecutive meetings shall constitute cause for removal.

Section 158.03 ORGANIZATION.

The Architectural Appearance Committee shall elect a Chairman and Vice-Chairman to preside at its meetings, and shall formulate its rules and regulations for the conduct of its business. The members of the Committee shall have the following qualifications:

A. Each member must be a resident of the City of Pompano Beach or a practicing architect with his/her principal place of business located in the City of Pompano Beach.

B. At least two (2) members of the Committee shall be Florida registered architects and at least one (1) other member shall be a Florida registered landscape architect. The remaining members of the Committee shall be a Florida registered architect, a Florida registered landscape architect, a Florida registered professional engineer, a planner, a building contractor, a Florida registered real estate sales person or broker or possess a similarly-related background.

Section 158.04 POWERS AND DUTIES.

A. Majority to Review Plans. The Architectural Appearance Committee shall recommend standards acceptable to the City Commission relative to plans and specifications to be submitted in connection with application for structures, public or private as hereinafter required. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, the signature of the Chairman or presiding Committee members on each set of plans and specifications required to be submitted with each application for a permit, shall be pre-requisite to the issuance of any building permit required to be reviewed by the Committee. The Architectural Appearance Committee may require such changes in said plans and specifications as in its judgment may be requisite and appropriate to the maintenance of a high standard of architecture, beauty and harmony as established by the standards adopted by the City Commission for the guidance of the Committee.

B. Plans and Specifications. Except single family dwellings and duplex dwellings as excluded by the City's Zoning Code from development review, every application for a permit to erect a building or structure or to materially alter a front or side elevation of any existing building or structure in the City of Pompano Beach or in some fashion change the exterior appearance of any building or structure shall, unless subject to review by the Director of the Department of Development Services as provided in paragraph "D" of this section, be accompanied by six sets of detailed plans plus color and material samples. If the plans submitted do not furnish sufficient information adequately to show the scope of the planned construction for which a permit has been requested, then there shall be furnished, in addition to the six sets of detailed plans, one set of detailed specifications for such proposed work; both the plans and specifications shall be prepared by a registered architect or registered engineer, qualified under the laws of the State of Florida to prepare such plans and specifications and no permit therefor shall be issued until such plans (and specifications, when required) shall have been previously approved by the Committee as provided herein above. No plans or specifications in violation of

this or any other ordinance of the City of Pompano Beach shall be approved. No permit for the construction or addition to any building (excluding single-family and duplex dwellings) shall be issued until and unless the plans therefor have been approved by the Architectural Appearance Committee as being in accordance with the standards as provided for in this section.

(C) The Architectural Appearance Committee shall approve, approve with conditions, or disapprove the issuance of a building permit in any matter subject to its jurisdiction after consideration of whether the following criteria are complied with:

(1) The plan for the proposed structure or project is in conformity with good taste, good design and, in general, contributes to the image of Pompano Beach as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

(2) The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

(3) The proposed structure is in conformity with the standards of this Code and other applicable ordinances insofar as the location and appearance of the buildings and structures are involved.

If the above criteria are met, the application shall be approved. Conditions may be applied when the proposed building or structure does not comply with the above criteria and shall be such as to bring said structure or project into conformity. If any application is disapproved, the Architectural Appearance Committee shall detail in its findings the criterion or criteria that are not met. The action taken by the Committee shall be reduced to writing, signed by the Chairman, and a copy thereof made available to the applicant upon request.

(4) The proposed structure or project is in harmony with the proposed developments in the general area, with the comprehensive plan for the City of Pompano Beach, Florida, and with the criteria set forth in "Supplemental Criteria of the Architectural Appearance Committee," as may be from time to time amended or revised, which is described in Section 158.06. Any decision of the Committee must comply with such Supplemental Criteria of the Architectural Appearance Committee. The Supplemental Criteria of the Architectural Appearance Committee may be amended from time to time by ordinance regularly adopted upon action initiated by the City Commission. If the Architectural Appearance Committee shall make a recommendation to the City Commission for any such changes, the City Commission shall consider same and

may adopt such recommendations with or without modifications by ordinance, or may reject same.

(D) Minor Construction. Minor construction and alternations shall be exempt from review by the Committee. However, the Department of Development Services Director or his designee shall approve, approve with conditions or deny the issuance of a building permit for minor construction and alterations. Minor construction and alterations are as follows:

- (1) Rehabilitation of existing facades.
- (2) New construction that does not exceed 5,000 sq. ft. of floor area.
- (3) Additions (attached or detached) that contain 25% of the floor area of the primary building but not to exceed 25,000 sq. ft.
- (4) Landscape projects including decks and patios that contain less than 10,000 sq. ft.
- (5) Construction, repair, or rehabilitation of new or existing walls, fences, at-grade parking lots, canopies, and awnings.
- (6) Installation of any mechanical or plumbing equipment that is visible from the public right-of-way. This review is limited to methods of screening the equipment from public view.
- (7) Signs which do not require an application for site plan approval, including changes in text.

The Department of Development Services Director's decision shall be based upon the criteria set forth in paragraph "C" of this section. An appeal of the Director's decision shall be considered by the Architectural Appearance Committee.

Any person aggrieved by a decision of the Director may file a Notice of Appeal with the Clerk of the Committee within fourteen (14) days after the decision was made by the Director. The Notice of Appeal shall specify the action taken by the Director and in what respect the appellant is aggrieved by such action and the action which appellant desires the Committee to make with respect to the decision of the Director. The Committee shall act as an appeal board from the Director's decision within thirty (30) days of the Notice of Appeal being filed and shall either affirm the action of the Director, affirm it with modifications, reverse it, or remand it for further consideration.

Section 158.05 MEETINGS AND RECORDS.

(A) The Architectural Appearance Committee shall meet at least twice per month, at the call of the Chairperson or, in his or her absence, the Vice-Chairperson, or more often as may be required in order to consider applications pending without unnecessary delay. All meetings shall be open to the public and the order of business and procedure to be followed shall be as prescribed within the rules and regulations to be adopted by the Committee. A majority of the Committee shall constitute a quorum and the affirmative vote of a majority of the Committee shall be necessary for any action thereof. The City Manager is authorized and empowered to appoint a secretary for the Committee. A record of the proceedings of the Committee shall be kept.

(B) Failure of the Committee to take final action within fifteen (15) days of sufficient plans and specifications being filed with the Committee shall constitute approval of such plans and specifications by the Committee.

(C) Any person aggrieved by a decision of the Architectural Appearance Committee may file a Notice of Appeal with the City Clerk within fourteen (14) days after the approved minutes of the meeting at which the decision was made have been filed with the City Clerk. The Notice of Appeal shall specify the action taken by the Committee and in what respect the appellant is aggrieved by such action and the action which appellant desires the City Commission to make with respect to the decision of the Committee. Any City Commissioner may also file a Notice of Appeal within fourteen (14) days after the approved minutes of the meeting at which the decision was made have been filed with the City Clerk. The City Commission shall sit, in open session, as an appeal board from the Architectural Appearance Committee within thirty (30) days of the Notice of Appeal being filed and shall either affirm the action of the Architectural Appearance Committee, affirm it with modifications, reverse it, or remand it for further consideration.

Section 158.06 SUPPLEMENTAL CRITERIA.

The City of Pompano Beach hereby adopts by reference the Supplemental Criteria of the Architectural Appearance Committee, a copy of which is attached hereto marked Exhibit "A" and made a part hereof, and additional copies of which are available on file in the office of the City Clerk for public reference and inspection, as and for an ordinance of the City of Pompano Beach. Said provisions and regulations are hereby adopted and incorporated into the Code of Ordinances of the City of Pompano Beach without further codification as if fully set out herein at length.

Section 158.07 CHANGES IN PLANS AND SPECIFICATIONS.

The requirements of this ordinance are in addition to any other requirement of the Code of Ordinances of the City of Pompano Beach, such as the Zoning Code and the Building Code. Approval by the Architectural Appearance Committee of a given set of plans and specifications does not necessarily constitute evidence of applicant's compliance with other requirements of the Code of the City of Pompano Beach.

Section 158.08 VIOLATIONS.

(A) It shall constitute a violation of this ordinance should any owner, agent or person having charge of or occupying any lot or premises covered by the provisions of this ordinance refuse or neglect, for a period of fifteen (15) days after receiving notice from the City of any violation hereof, fail to cure such violation without further notice.

(B) In the case of such violation, as above stated, the City may then cause the work of removal, replacement and/or cutting to be done and the cost of such work shall forthwith be paid by such owner, agent or other person.

(C) Upon failure of the owner, agent or other person to promptly pay the cost of such work, the City Clerk shall cause an affidavit to be placed upon the public records of Broward County describing the work done and the amount of cost incurred by the City. Such affidavit shall constitute a claim of lien against the property, forecloseable in the manner of mechanic's liens, together with the costs of the action and all reasonable attorneys' fees incurred by the City.

(D) Any notices required by this ordinance may be mailed to the owner of record as shown on the tax roll of Broward County, Florida or may be posted upon the premises by affixing in any conspicuous place on any structure located on such premises or may be given by leaving a copy of such notice with any person of legal age occupying or having charge of the premises.

(E) Additionally, the City of Pompano Beach Code Enforcement Division shall have the jurisdiction and authority to hear and decide alleged violations of Chapter 158 of the City of Pompano Beach Code which alleged violations may be processed in accordance with the provisions of Chapter 37 of the City of Pompano Beach Code of Ordinances.

Section 158.09 PENALTY.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance may be fined as provided by Section 10.99, "General Penalty", of

the Pompano Beach Code of Ordinances. Each day a violation exists shall constitute a separate offense.

The provisions of this ordinance shall be in addition to such other remedies as may be provided for by law or ordinance.

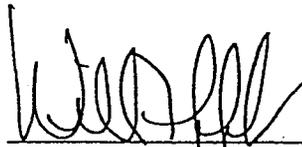
SECTION 2: All ordinances, resolutions, or parts thereof in conflict herewith are hereby repealed.

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.

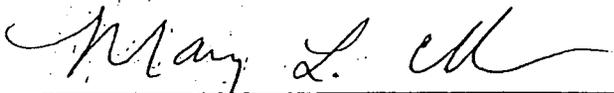
PASSED FIRST READING this 23rd day of June, 1998.

PASSED SECOND READING this 28th day of July, 1998.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

Meeting Date: April 14, 2015

Agenda Item

37

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE ARCHITECTURAL APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 8, 2017; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

- (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 1st Reading, Ordinance/Resolution 2nd Reading, Consideration Results, Workshop 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 _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH FOR A TERM OF TWO (2) YEARS; SAID TERM TO EXPIRE ON FEBRUARY 8, 2017; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Architectural Appearance 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 Architectural Appearance Committee of the City of Pompano Beach for a term of two (2) years; said term to expire on February 8, 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: April 14, 2015

Agenda Item

38

REQUESTED COMMISSION ACTION:

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE ARCHITECTURAL APPEARANCE COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE AS ALTERNATE #2; SAID TERM TO EXPIRE ON FEBRUARY 8, 2016; PROVIDING AN EFFECTIVE DATE.

(PLEASE REFER TO PREVIOUS ITEM FOR APPLICANTS)

This is a City Commission's Appointment.



Accomplishing this item supports achieving Initiative 5.2.1. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

- (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	3/26/15	Approve	<i>Asceleta Hammond</i>
X City Manager			<i>Donna W. Beal</i>

ACTION TAKEN BY COMMISSION:

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

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____ TO THE ARCHITECTURAL APPEARANCE COMMITTEE OF THE CITY OF POMPANO BEACH AS ALTERNATE #2; SAID TERM TO EXPIRE ON FEBRUARY 8, 2016; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Architectural Appearance 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 Architectural Appearance Committee as alternate #2; said term to expire on February 8, 2016.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK